

BLUERIO SELECTION NOTICE - OPEN INNOVATION PROGRAM WITH STARTUPS

PREAMBLE

Beta-i Brasil Consultoria em Inovação Empresarial Ltda., registered in the CNPJ/MF under no. 22.103.988/0001-57 (henceforth herein "BETA-I"), contracted by the **State Department of the Environment and Sustainability (Secretaria de Estado do Ambiente e Sustentabilidade – SEAS/RJ)** (henceforth herein "SEAS"), within the scope of the Bluerio open multi-partner open innovation program, undertaken by the Government of the State of Rio de Janeiro/RJ, invites national and international startups to present their Proposals for Selection Notice for the Program (henceforth herein the "Notice").

The words, expressions and abbreviations beginning with capital letters, not defined elsewhere in this Notice, in the singular or plural, shall have the meaning attributed to them below, except when the context in which they are used clearly indicates a different meaning:

"Bootcamp": means the period of immersion of the Startup for dynamic training and interaction with the technical team of the Manager and Partners, with a view to improving the project and the business model proposed to the particularities of BETA-I and the Partners.

"Demo Day": means the final event of the Program, in which the Startups that developed their Proofs of Concept (PoC) with BETA-I and Partners will publicly present what has been developed and the results achieved.

"Innovation": means the introduction of novelty or improvement to the productive or social environment that results in a new product, process or service, resulting from the undertaking of research and development activities.

"Startup Legal Framework": means Complementary Law no. 182, of June 1st, 2021, as amended.

"Pitch Deck": means the presentation that shows an overview of the Startup's business model. Said presentations are usually simple and very summarized, with a recommended length of between 13 and 20 slides highlighting the issue, the value proposition, the business model, the competition, the team and the need/origin of the resources.

"Pitch Day": means the activity targeted at promoting the meeting among Startups, BETA-I and the Partners. During it, entrepreneurs present their ideas based on the pitch, as a way to present a project, with an expected duration of 3 (three) to 5 (five) minutes.

"Validated Product": means the product, service or design that has already been validated by users or customers under actual conditions of use. Business models, products, services or design suitable for the scalability phase, that is, capable of wide sales.

"Proof of Concept (PoC)": means the practical demonstration targeted at validating an idea or concept.

"Startup in Operation Phase": means startups having products or services already validated, possible to market and ready to expand its market/operations.

“Startup”: means the entities defined as startups, in the terms of art. 4 of the Startup Legal Framework.

“Themes”: means the technological, market, organizational or cultural barriers that are intended to be overcome with innovative solutions.

“Website”: means the URL <https://applybluerio.com.br/>

CLAUSE ONE – PROGRAM (OVERVIEW AND OBJECTIVES)

- 1.1 BlueRio is a multi-partner open innovation program, which aims to connect legal entities with headquarters in the State of Rio de Janeiro with global Startups, in order to identify projects that create/validate solutions to face existing challenges in the Themes of “Energy”, “Navigation”, “Ports and Logistics”, “Sanitation” and “Sustainability” in the State of Rio de Janeiro, as established in Annex I to this Notice (henceforth herein the “Program”).
- 1.2 In the Program, Startups will have the opportunity to present their projects/solutions in response to the challenges posed by the following partners (as a group, the “Partners”): SECRETARIA DO AMBIENTE E SUSTENTABILIDADE DO ESTADO DO RIO DE JANEIRO – SEAS; INSTITUTO ESTADUAL DO MEIO AMBIENTE - INEA; UNIVERSIDADE DO ESTADO DO RIO DE JANEIRO - UERJ; OCEANPACT SERVIÇOS MARÍTIMOS S.A; VIBRA ENERGIA; ÁGUAS DO RIO 1 SPE S.A, ÁGUAS DO RIO 4 SPE S.A.; PETROGAL BRASIL S.A.; WILSON SONS HOLDINGS BRASIL S.A.; PORTO DO AÇU OPERAÇÕES S.A., PORTO SUDESTE DO BRASIL S.A., and COMPANHIA ESTADUAL DE ÁGUAS E ESGOTOS DO RIO DE JANEIRO – CEDAE.
- 1.3 The Program targets the presentation of Proposals, in conditions that are representative of the actual deployment environment, through Proofs of Concept (PoC), of demonstration projects for solutions already validated in the market (preferred) or in the validation stage, with the potential to meet the Program Themes, as detailed in CLAUSE 4.1 and Annex I of this Notice (“Proposal”).
- 1.4 The Program further targets offering: (i) access to specialized content in order to qualify the participating Startups in the necessary skills for structuring a Proof-of-Concept Proposal (PoC); (ii) individual and collective mentoring activities, in online and face-to-face modalities; and (iii) the possibility of submitting Proofs of Concept (PoC) Proposals to the Partners' executives.
- 1.5 The selection process will take place through the phases detailed in Clause Five of this Notice.
- 1.6 The Program will be carried out in the hybrid program mode, that is, online and face-to-face. The offer of content, the meetings of the Pitch Day Phase, mentoring and workshops will take place, preferably, online, while the Bootcamp and Demo Day, will take place, preferably, in person, in the City of Rio de Janeiro, RJ, in a place to be defined later and at the discretion of the organization of the Program, respecting the due official determinations.
 - 1.6.1 On the Website, it is possible to access to the calendar of on-site activities planned for the Program. The participating Startups must organize themselves to be in the City of Rio de Janeiro, RJ, on the dates and the venues provided for on the Website for these events.

- 1.6.2. The schedule may, at any time, be modified by BETA-I, upon prior notice to the participating Startups and publication of the new schedule on the Website.
- 1.7 The Program is free of charge for all participating Startups, with Startups that meet the requirements set forth in this Notice – in particular, in its Clause Two, being allowed to register.
- 1.8 There is not or will not be, whether by virtue of this Notice or any other document, fact or event, any commitment, obligation or responsibility of BETA-I or the Partners to contribute financial resources to the Startups in the Program. In addition, the participation of the Startup in this Program does not generate any relationship of a contractual, employment and/or hierarchical subordination and/or automatic technical dependence nature among the Startup, BETA-I and/or the Partners.
- 1.9 This Notice will be available starting on July 14, 2023, at 12:00 am, to September 03, 2023, at 11:59 pm (Brasília/DF time zone).
- 1.10 Up to 30 (thirty) Startups will be selected to participate in the Bootcamp Phase.
- 1.11 Any Startup meeting the requirements established in this Notice and the participation conditions herein set out is entitled to register for the Program, by filling in the Registration Form available at the Website, in the opening period established in Clause 3.3, below.
- 1.12 At the end of the Bootcamp Phase, the short list Startups may be invited by any of the Partners to perform Proofs of Concept (PoC), with financial counterparts to be agreed directly between the Startups and the Partners involved in this delivery, as detailed in the Clause Eight of this Notice.
- 1.13 Disclosure of any acts arising from this Notice, such as changes to it and communication thereof, will be made on the Website, to which the Startups are linked, with any other forms of disclosure being waived, with the Startups being the sole responsible for monitoring through the afore-mentioned website to this end.

CLAUSE TWO – STARTUPS QUALIFIED TO PARTICIPATE

- 2.1. Only companies classified as Startups, as per Brazilian legislation and in line with the terms of article 4 of the Startup Legal Framework may participate in this call, as well as those that cumulatively meet all the requirements contained in this Notice and its Annexes.
- 2.2. In addition to the conditions listed throughout this Notice, Startups must meet the following characteristics:
 - a) Startups with solutions already in operation in the national or international markets (in the latter case in addressing the requirement of item "d" below); being it certain that companies without operation, companies that have as their main activity the provision of consulting services and companies that fit as software houses will not be accepted in the Program;

- b) Startups with the product in the validation phase, validated or with delivery already signed for in the market;
- c) Startups that hold all intellectual property rights and related rights related to the solutions they present in the Program, subject to the provisions of Clause Thirteen of this Notice; and
- d) For Startups based offshore, the Startup shall seek similarity to the set of requirements of the national Startups, in compliance with the Startup Legal Framework (especially in the case of partnership with public entities), except in the event of impossibility due to legal divergence or inexistence of such similarity, in this case, the feasibility analysis of the participation of the foreign Startup by BETA-I and the Partners.

2.3. The establishment of consortia for the purpose of participation in the Program is prohibited.

2.4. Startups, as well as their wholly owned or controlled subsidiaries, are forbidden from participating in the program if:

- a) suspended (i) from the registry or the right to participate in bids, under the terms of Law No. 14.133, dated April 1, 2021, as well as (i) to contract with any of the companies among the Partners;
- b) declared disreputable by the Federal, State, or Federal District Government, as long as the effects of the sanction with registration in CEIS – National Registry of Disreputable and Suspended Companies and in the Integrated Acquisition Management System of the State of Rio de Janeiro - SIGA/RJ ("Ineligible Company");
- c) whose manager or partner holding more than 5% (five percent) of the capital stock of the Startup is a partner/shareholder, administrator and/or employee of one of the Partners and/or its wholly-owned or controlled subsidiaries, or who has severed his or her relationship with such entities less than six (6) months from the date of publication of this Notice;
- d) whose partner holding more than 5% (five percent) of the capital stock of the Startup at the time of its establishment has been an administrator and/or partner/shareholder of a company suspended, prevented or declared a Disreputable Company, at the time of the events that gave rise to the sanction; or
- e) whose administrator is or has been a partner, / shareholder or administrator of a company suspended, prevented or declared a Disreputable Company, in the period of the facts that gave rise to the sanction.

2.5. Startups or employees or managers of Startups (in the role of employee or manager of participating company) are barred from participating in the Program if having a relationship of kinship, up to the third civil degree, with:

- a) Directors or members of the executive board of the Partners, their wholly-owned or controlled subsidiaries, as applicable;
 - b) Employees of the Partners or their wholly-owned or controlled subsidiaries whose duties involve acting, directly or indirectly, in the area responsible for participation in the Program; and
 - c) Governor, Vice-Governor and Secretaries of State of the Government of Rio de Janeiro, as well as authorities equivalent to them.
- 2.6. By participating in the Program, the Startup declares being aware that personal data that may appear in the documents presented or originated from the call object of this Notice will be subject to publication on the Website, in compliance with Law No. 12,527, of November 18, 2021 (Law of Access to Information), as well as appearing in the internal records of the Partners for the pertinent retention period, for any consultations to the process that are necessary within the scope of the Program, subject to the provisions of the Clause Fifteen, below.

CLAUSE THREE – REGISTRATION AND SUBMISSION OF PROPOSALS

- 3.1 Startups wishing to apply for this selection process must complete the online application form (the "Application Form"), to be made available on the Website, during the Application Period. For the avoidance of doubt, any and all registrations made outside the Registration Period will be disregarded.
- 3.2 Startups must include in the Registration Form (i) the link to their respective website and (ii) their Pitch Deck, detailing the solution object of their Proposal, within the Themes provided for in CLAUSE 4.1, and addressing the issues provided for in Annex I.
- 3.3 The registration period will run from 12:00 p.m. on July 14, 2023 until 11:59 p.m. (Brasilia time) on August 27, 2023 (the "Registration Period").
- 3.4 By submitting the application form and subsequent expression of interest in participating in the Program, the Startups declare being aware that such application implies the full and unreserved acceptance of the conditions of this Notice (including, without limitation, the provisions of Clause 1.8 of this Notice), as well as expressly authorize BETA-I to verify the authenticity of the information provided, as a way to ensure compliance with the requirements set forth in Clause Two of this Notice.
- 3.5 The project to be presented by the Startups must address at least one (1) of the Themes provided for in Clause 4.1 and detailed in Annex I of this Notice.
- 3.6 At the sole discretion of the Partners, if they deem that none of the projects meets the evaluation criteria set forth throughout this Notice and Annexes, the Program may be declared as "completed", even without any project being selected by the Partners.

CLAUSE FOUR – THEMES COVERED

- 3.7 The solutions to be presented by Startups for enrollment in the Program, under the terms of this

Notice, will only be considered valid if they fall under at least 1 (one) of the following Themes:

- (i) THEME 1 – ENERGY
- (ii) THEME 2 – NAVIGATION
- (iii) THEME 3 - PORTS AND LOGISTICS
- (iv) THEME 4 – SANITATION
- (v) THEME 5 - SUSTAINABILITY

CLAUSE FIVE – PHASES OF THE PROGRAM

5.1 Initial Elimination Phase

5.1.1 The first phase of the Program (the "Initial Elimination Phase") will take place upon registration of the Startup, under the terms of this Notice, being certain that the non-compliance with any of the obligations listed below will be grounds for immediate elimination of the Startup:

- (i) Submit an appropriate Proposal aligned with the Themes described in Clause 4.1 and Annex I of this Notice.
- (ii) Meet the definitions of art. 4 of the Legal Framework of Startups, as provided for in this Notice, and the conditions of the Clause II of this Notice.
- (iii) Correctly perform the registration, within the Registration Timeline and with the submission of all the required documents in the Registration Form available on the Website.

5.2 Qualifying Phases

5.2.1 Upon completion of the Initial Elimination Stage provided for in CLAUSE 5.1. above, the qualifying phases (each, a "Qualifying Phase") will begin, divided into the General Qualifying Phase, Pitch Day and Bootcamp. Qualified Startups will qualify successively for the next phase, until the conclusion of the Program.

5.2.1.1 Evaluation Criteria:

5.2.1.1.1 Adequacy of the Proposal to the Themes:

- (i) Degree of adequacy of the solution object of the Startup Proposal to at least 1 (one) of the Themes defined in Clause 4.1; and
- (ii) Comparative statement of cost and benefit of the Proposal in relation to functionally equivalent options.

5.2.1.1.2 Relevance of the Proposal:

- (i) Clarity in detailing the scope of the Proposal for the execution of the tests, considering objective, steps and deployment of available resources;
- (ii) Economic viability of the Proposal, considering the financial resources available for potential execution of agreements between the Startup and the Partners; and
- (iii) Potential for solving the issue by the solution object of the Proposal.

5.2.1.1.3 Capability to deliver:

- (i) the Startup's capability to execute the Proof of Concept (PoC), considering, without limitation, its own team, equipment and infrastructure; and
- (ii) the Startup capability to conduct and attract business based on the Proposal submitted to the program.

5.2.1.1.4 Maturity level:

- (i) the Startup's maturity level, considering market aspects and experience in the Theme under which the Proposal presented fits;
- (ii) Degree of development of the solution object of the Proposal; and
- (iii) Feasibility and maturity of the business model of the solution object of the Proposal.

5.2.1.1.5 Composition and quality of the team:

- (i) Technical knowledge, behavioral skills, level of dedication and experience of the team for the delivery of the solution object of the Proposal; and
- (ii) Degree of dedication and diversification of the team dedicated to the Program, with different skill sets.

5.2.1.1.6 Previous experience with enterprising and scalability:

- (i) Experience in working with other companies/entities, especially of similar or larger size as the Partners'; and
- (ii) Ability to scale up their activities from the current level of operations to higher levels.

5.2.1.1.7 Ability to generate impact on the business/operation of Partners:

- (i) Perception that the Proposal presented by the Startup has the potential to become a business/solution of interest to the Partners.
- (ii) Clarity of the Startup's interest in forming some kind of business/partnership with

any of the Partners.

5.2.2 General Qualifying Phase:

5.2.2.1 At this stage, the Startups will be analyzed and classified, solely and exclusively, according to the information provided by the Startups in the Registration Form.

5.2.2.2 Startups will be evaluated by an evaluation board (the "Evaluation Board") by the set of criteria below:

Criterion		Scale
1	Adequacy of the Proposal to the Themes	0 - 10
2	Relevance of the Proposal	0 - 10
3	Capability to deliver	0 - 10
4	Maturity level	0 - 10
5	Composition and quality of the team	0 - 10
6	Previous experience with enterprising and scalability	0 - 10
7	Ability to generate impact on the business/operation of Partners	0 – 10

5.2.2.3 The preliminary final score of each Proposal classified will be given by the average of the scores of each criterion attributed by each of the members of the Evaluation Board. Should the Startup receive a score of 0 (zero) on any of the items, it will be automatically excluded from the Program.

5.2.2.5 In case of a tie, the tiebreaker will be based on the scores of the following criteria, in the order presented below:

1. Adequacy of the Proposal to the Themes;
2. Maturity level; and
3. Capability to deliver.

5.2.2.6 At the end of the General Qualifying Phase, up to 5 (five) Startups will be selected for each challenge proposed (Annex I), based on the highest scores, to participate in the Pitch Day Phase.

5.2.3 Pitch Day Phase:

5.2.3.1 After the General Classification Phase, the Startups selected will present their solutions object of the Proposals to the Partners' Innovation Evaluation Board, with

the objective of providing more in-depth the knowledge of the Startups and their solutions.

5.2.3.2 The Startups will make a summarized presentation of up to 5 (five) minutes, with up to 10 (ten) additional minutes allocated for the questions and answers, at which time they will be evaluated again by the Evaluation Board.

5.2.3.3 Startups must send the presentation mentioned in CLAUSE 5.2.3.2 above, in PDF format, within 3 (three) business days before the date of the presentations, to email: scout.brasil4@BETA-I.com.

5.2.3.4 At this stage, Startups will be evaluated applying the set of criteria below:

Criterion		Scala
1	Adequacy of the Proposal to the Themes	0 - 10
2	Relevance of the Proposal	0 - 10
3	Capability to deliver	0 - 10
4	Maturity level	0 - 10
5	Composition and quality of the team	0 - 10
6	Previous experience with enterprising and scalability	0 - 10
7	Ability to generate impact on the business/operation of Partners	0 - 10

5.2.3.5 The preliminary final score of each Proposal classified will be given by the average of the scores of each criterion attributed by each of the members of the Evaluation Board. Should the Startup receive a score of 0 (zero) on any of the items, it will be automatically excluded from the Program.

5.2.3.6 In case of a tie, the tiebreaker will be based on the scores of the following criteria, in the order presented below:

1. Adequacy of the Proposal to the Themes;
2. Capability to deliver; and
3. Ability to generate impact on the business/operation of Partners.

5.2.3.7 At the end of the Pitch Day Phase, a total of up to 30 (thirty) Startups will be selected to participate in the Bootcamp Phase, based on the highest scores.

5.2.4 Qualification Phase

- 5.2.4.1 After concluding the General Qualifying Phase and the Pitch Day Phase, the Startups selected for the Bootcamp Phase will be invited to present solutions to the challenges launched by the Partners, and, so will be subject to checking of the qualification documents required by the Partners. Failure to submit or non-compliance with the requirements of said documents automatically disqualifies the Startup from the Program.
- 5.2.4.2 Once called to present its Proposal at the Bootcamp, the Startup will have 3 (three) business days to submit the required documents.
- 5.2.4.3 For Startups based abroad, subject to the provisions of CLAUSE 2.2, item "d", of this Notice, documents similar or equivalent to those requested by the Partners must be presented. If this is not possible, either due to legal divergence or inexistence of such similarity, the analysis of the viability of participation of the Startup will be carried out, jointly, by BETA-I and the Partners.
- 5.2.4.4 Required Documents:
- (i) Legal Qualification:
 - a) Individual Entrepreneur: establishing act duly registered with the Board of Trade of the State in which it is headquartered.
 - b) Individual Micro-entrepreneur: Certificate of Individual Microentrepreneur Status (CCMEI), in the form of CGSIM Resolution No. 48, of October 11, 2018, whose acceptance will be conditioned to the verification of authenticity on the website www.portaldoempreendedor.gov.br.
 - c) Limited Liability Companies: consolidated articles of incorporation in force, duly registered with the Board of Trade of the State in which it is headquartered (in the event that the last amendment of the articles of association does not consolidate the articles of association, attach articles of association and all subsequent amendments).
 - e) Simple Society: articles of incorporation duly registered in the competent Civil Registry of Legal Entities, accompanied by a corporate document proving the current administration in office.
 - (ii) Financial statements of the last calendar year according to article 4, paragraph 1, I, of the Startup Legal Framework, for the measurement of the gross revenue of the Startup, being prohibited the replacement by balance sheets or provisional balance sheets, consisting of:
 - a) Balance sheet; and
 - b) Statement of Income for the Fiscal Year.
 - (iii) Declaration of fitting under the special regime Inova Simples, pursuant to article 65-A, of Complementary Law no. 123, dated December 14, 2006, if any.

- (iv) Proof of Legal Entity Registration and Registration Status (CNPJ/MF Card).
- (v) Negative, positive certificates with the effect of negative or indicating regular status, as applicable, referring to:
 - a) Debts related to federal, state and municipal taxes.
 - b) Contribution to Fundo de Garantia por Tempo de Serviço – FGTS.
 - c) Labor debts, issued by the Superior Labor Court – TST.
 - d) Bankruptcy, reorganization or liquidation, judicial or extrajudicial, issued by the distributor(s) of the location of the main establishment of the Startup.
- (vi) Signed declaration, with digital certificate or notarization of the signatory's signature, in the model provided by the Program, in which the legal representative of the Startup will attest: a) compliance with norms, regulations and standards of environmental protection, occupational health and safety, as provided for in the Brazilian legislation in force; b) that the Startup is not non-compliant with an activity embargo, pursuant to article 11 of Decree no. 6,321, of December 21, 2007 c/c art. 16, §§1 and 2, and art. 17 of Decree no. 6,514, dated July 22, 2008, nor was it notified of any sanction restricting rights, pursuant to article 20, items I, II, IV and V of Decree No. 6,514, dated July 22, 2008; c) the absence, against the Startup and its partners, of a final sanctioning administrative decision, issued by a competent authority or body, due to the practice of acts that amount to racial or gender discrimination, child labor and slave labor, and/or a final condemnatory sentence, issued as a result of such acts, or even others that characterize moral or sexual harassment, or that matter in crime against the environment; the non-configuration of the prohibitions provided for in article 54, items I and II of the Federal Constitution of 1988; d) compliance with anti-corruption laws, regulations and policies, such as, but not limited to, Law No. 12,846, of August 1, 2013 and Law No. 8.429, of June 2, 1992, as well as the determinations and rules issued by a body or entity, national or foreign, to which it is subject by legal or contractual obligation, whose purpose is to curb or prevent corrupt practices, illegal expenses related to political activity, harmful acts, infractions or crimes against the economic or tax order, the financial system, the capital market or the public administration, national or foreign, of laundering or concealment of assets, rights and values, terrorism or terrorist financing, provided for in the applicable national and/or foreign legislation.
- (vii) Declaration of compliance with the contracting conditions and bidding procedures with the public administration of the State of Rio de Janeiro/RJ, in case of Startups that submit their Proposals to SEAS and CEDAE.

5.2.4.5 Any and all documentation required for the purposes of this Clause must comply with the following requirements:

- (i) If the document does not expressly provide for its expiry date or period of validity, documents issued within 90 (ninety) days prior to presentation will be accepted.

- (ii) The scanned copies of the original documents or their notarized copies must be presented.
- (iii) The original physical or notarized copies of the documents presented may be requested at any time by the special evaluation and judging committee, and must be delivered in person to the mailing address contained in the Notice.
- (iv) The Startup must submit all the documentation required in this Clause, being granted the term of 24 (twenty-four) hours, counted from the request of the special evaluation and judgment committee, for the complementation of any missing document of the Proposal or the qualification documentation.

5.2.5 **Bootcamp Phase:**

5.2.5.1 After being classified in the Pitch Day Phase, the Startups will adapt their solutions or products to the business context of the respective Partners. For this, they will have the support of specialized mentors from their Partners, as well as the support of the advisory service contracted for the open innovation program, under the terms to be agreed directly by the Startups with the respective Partners.

5.2.5.2 After the period of adjustments, the Startups will present the solutions to the Evaluation Board, with the objective of providing more in-depth the knowledge of the solutions proposed by them and the improvements and adaptations prepared for the business context / operation of the Partners.

5.2.5.3 The Startups will make a summarized presentation of up to 20 (twenty) minutes, with up to 30 (thirty) additional minutes for questions and answers, opportunity in which they will be evaluated again by the Evaluation Board.

5.2.5.4 At this stage the Startups will be evaluated by the set of criteria below:

Criterion		Scale
1	Adequacy of the Proposal to the Themes	0 - 10
2	Relevance of the Proposal	0 - 10
3	Capability to deliver	0 - 10
4	Maturity level	0 - 10
5	Composition and quality of the team	0 - 10
6	Previous experience with enterprising and scalability	0 - 10
7	Ability to generate impact on the business/operation of Partners	0 - 10

- 5.2.5.5 The preliminary final score of each Proposal classified will be given by the average of the scores of each criterion attributed by each of the members of the Evaluation Board. Should the Startup receive a score of 0 (zero) on any of the items, it will be automatically excluded from the Program.
- 5.2.5.6 In case of a tie, the tiebreaker will be based on the scores of the following criteria, in the order presented below:
1. Ability to generate impact on the business/operation of Partners;
 2. Maturity level; and
 3. Capability to deliver.
- 5.2.5.7 At the end of the Bootcamp Phase, the Startups considered classified for the Program will be selected, without any limitation of minimum or maximum number of selected Startups, which will be defined solely and exclusively based on the qualitative evaluation of the Evaluation Board.

CLAUSE SIX- ASSESSMENT AND CLASSIFICATION PROCEDURES

- 6.1 The Proposals will be evaluated and judged by the Evaluation Board, as provided for in this Notice.
- 6.1.1 The Proposals that are presented to the SEAS and CEDAE Partners must follow all the rites and criteria determined in art. 13 of the Startup Legal Framework, in particular attention to the formation of the Evaluation Board, as described in art. 13, paragraph 3, of the Startup Legal Framework.
- 6.2 Startups qualified for the Pitch Day Phase and the Bootcamp Phase will be informed of the respective classifications in up to 7 (seven) business days prior to the dates of the presentations mentioned in Clause 5.2.3.2 and Clause 5.2.5.3.
- 6.3 The date and time of the presentations of the Proposals by the Startups to the Evaluation Board will be informed, electronically, to the email informed by the Startup.
- 6.4 Non-attendance by the Startup on the designated date, time and place, including in the case of remote presentations, disclosed under the terms of this Notice, will be considered as withdrawal of its participation in this selection process.
- 6.5 The burden of monitoring and keeping updated the contact data provided in the Registration Form, for all purposes and effects, is exclusive the Startups', with BETA-I or the Partners not being accountable for any failures or issues in receiving any email sent to the electronic addresses informed by the Startups under the Program.
- 6.6 At any time, BETA-I and/or the Partners may submit requests for clarification or diligence regarding the information presented by the Startups, of any nature. In the event of incompatibility between the Proposal presented and the analysis of the respective clarification / diligence, the Startup will be disqualified, and, at the discretion of BETA-I and / or the Partners,

the Startup with the best subsequent evaluation may be called, replacing the disqualified Startup, according to the evaluation of the Evaluation Board.

CLAUSE SEVEN – COMMUNICATION AND DISCLOSURE OF RESULTS

- 7.1 All information of general interest to the public and relating to this Notice will be made available on the Website.
- 7.2 The classification or not of the Proposals in each stage of the Program, as well as guidelines and information on the next steps will be communicated by BETA-I to the Startup through email sent to the electronic address informed by the Startup in the Registration Form, and the Startup is accountable for monitoring and keeping updated its contact data.
- 7.3 At the end of the process, the list of selected Startups will be published on the Website.
- 7.4 The Startups are responsible for ensuring the technical conditions for receiving, accessing and reading the emails sent by BETA-I, as well as for verifying any email possibly forwarded to the junk mail folder.
- 7.5 Other alternative forms of communication, such as telephone calls and contacts via social media may be used by the BETA-I team, at its sole discretion, being used as a last resource, prioritizing and not replacing official communication, via email.
- 7.6 BETA-I will publish the final list with up to 30 (thirty) selected Startups on the Website, always in alphabetical order. The Startups are responsible for monitoring the disclosure and meeting the stipulated deadlines.

CLAUSE EIGHT – PROOF OF CONCEPT (POC)

- 8.1 Startups participating in the Program will have the opportunity to submit Proposals for Proofs of Concept (PoC) to Partners, as provided for in this Notice.
- 8.2 The term for each Proof of Concept (PoC) will be of up to 120 (one hundred and twenty) calendar days, counted from the date stipulated for the onset of the execution of said tests (the "PoC Term").
- 8.3 The Startup may submit a Proposal with an execution term longer than the PoC Term upon (i) approval of the Partners and (ii) due demonstration of the benefits in achieving the intended results, which must be carried out within the PoC Term.
- 8.4 As the last stage of the Program, the Demo Day event will be held, in which the Startups that perform the Proofs of Concept (PoC) with the Partners will be able to publicly present what has been developed and the results achieved.

CLAUSE NINE - PARTICIPATION COSTS AND SUBSIDIES

- 9.1 Participation in the Program is free of charge to all Startups, without any registration fee or any similar fee for participation being charged.

- 9.2 the Startup will be the sole responsible for any cost that may be incurred during participation in the Program, without any obligation of reimbursement by BETA-I / or the Partners, including, without limitation, expenses with the development of the solution object of the Proposal, personal expenses, including those of infrastructure and connectivity, arising from participation in the Program, workshops, connection events, Bootcamp and Demo Day or other activities related to the Program, in person or remote.
- 9.3 In order to generate financial conditions so that the Proofs of Concept (PoC) presented during the Program can be considered for execution, the Partners may, on a case-by-case basis, subsidize projects presented by Startups, in whole or in part, according to specific instruments to be agreed between the Partners and the Startup in case in point, upon signing of a contract, agreement, partnership or contracting by each of the Partners and by exclusive decision of each of the Partners (the "Grant Instruments").
- 9.3.1 For the avoidance of doubt, the provisions of this Clause 9.3 do not guarantee nor ensure any obligation or duty with respect to the execution of Grant Instruments, and any financial subsidy made by a Partner to a Startup will be borne in full by the Partner, and BETA-I shall not be responsible for any obligation or responsibility for the negotiations and/or the terms agreed.
- 9.3.2 Upon completion of the Registration Form and compliance with the requirements of Clause Two, the Startups classified for the Bootcamp stage, as provided for in Clause 5.2.4 of this Notice, must submit a detailed plan of the resources in the execution of the Proof of Concept (PoC), to support the decisions of the Partners' Evaluation Board.
- 9.3.3 Subject to the terms of Clause 9.3, as a condition for the execution of the Grant Instruments, the selected Startups may be requested to register with the companies or entities that are part of the Partners' economic groups, according to their own registration rules, as well as may have eventual transfers of funds conditioned to presentation of financial statements, demonstrating compliance with the work plan and the schedule agreed in the execution of the Proofs of Concept (PoC), as may be required by the Partners in case in point.
- 9.3.4 In the event of a possible future relationship of any of the Startups participating in the Program, by way of participation in the bidding process with SEAS or CEDAE, the provisions of article 13 of the Startup Legal Framework, as well as Law No. 14,133, dated April 1, 2021, as applicable, will be addressed and fully complied with.

CLAUSE TEN – OBLIGATIONS

- 10.1 Startups participating in the Program must nominate at least 2 (two) representatives (the "Titular Representative(s)"), being one (a) partner with management powers, and one another, with whom it maintains corporate, labor or contractual relationship, and at least (1) one Titular Representative must be present in all activities determined as mandatory under the Program, in the face-to-face or remote mode, and at least (1) one Full Representative must present full dedication to the Startup during the Program.
- 10.1.1 Exclusively in online events, the participation of additional representatives of the Startup may be accepted, provided that such representatives complete and agree to the term of

confidentiality and cession of image rights that will be provided by BETA-I, and being certain that the presence of the additional representatives will not replace the presence of the Titular Representatives, as provided above.

- 10.2 The Startups guarantee that the projects and solutions presented in the Proposal are original and have full rights and ownership over the solutions/products and services presented, subject to the provisions of Clause Thirteen below.
- 10.3 The Startups authorize BETA-I and the Partners, within the scope of the Program, as well as their respective affiliated companies and components of the same economic group, to publish on their websites a summary of the Startups, as well as authorize the users of said websites to have access to such information, in accordance with the terms and conditions of each website and within the limits of Law No. 13,709, of August 14, 2018, as amended, subject to the provisions of Clause Fourteen and Clause Fifteen below .
- 10.4 The Startups authorize BETA-I and the Partners, within the scope of the Program, as well as their respective affiliated companies and components of the same economic group, to use and display, without territorial, temporal or number of exhibitions limitations, the name and title of the Startup for any actions or events related to the Program and its partners in this Notice, as well as its affiliated companies and components of the same economic group, subject to the provisions of Clause Fourteen below.

CLAUSE ELEVEN – ELIMINATION

- 11.1 The Startup will be eliminated from any phase of the Program if, at the sole and exclusive discretion of BETA-I and/or the Partners, it is verified that:
- (i) The Startup did not comply with the Program activities, within the deadlines and to the conditions established in official communications by BETA-I;
 - (ii) There is a relevant divergence or inconsistency of information in the materials and/or documentation presented during the Program;
 - (iii) A complaint or criminal complaint has been filed against the Startup, or the Startup has been summoned, subpoenaed or served in any action, judicial, arbitral or administrative proceeding or investigation; or
 - (iv) Disrespectful, unethical, discriminatory or prejudiced actions occur from the representatives of the Startup to the Evaluation Board, representatives of other Startups, representatives of BETA-I, mentors, Partners and other participants of the Program.

CLAUSE TWELVE – CONFIDENTIALITY

- 12.1 For the purposes of this Notice, "Confidential Information" means any and all information of a commercial, technical or financial nature relating to a Startup, BETA-I or the Partners (hereinafter collectively referred to as the "Parties" and individually and indistinctly as the "Party"), or a member of its group, as applicable, that is not generally available to the public and that is disclosed by that Party (or by another person on its behalf Party), including, without limitation, any information relating to, or materials of any nature that incorporate, the products,

services, operations, plans or intentions of the disclosing party, product information, protocols, intellectual property, data, know-how, secret formulas, processes, drawings, photographs, drawings, research and development specifications, trade secrets, opportunities, business affairs, customers and customers, business plans, software code, listings, holdings, alliances, investments and transactions, regardless of form, format or medium and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case: (i) by its very nature confidential; (ii) is marked as such; or (iii) it is reasonable to assume to be confidential from the context.

12.2 The Parties shall ensure the confidentiality of Confidential Information disclosed by either Party during discussions related to the Program, including its execution.

12.3. The Parties may disclose Confidential Information:

- a) to its employees and contractors who need to know the Confidential Information for the strict fulfillment of their obligations under the Program and in accordance with this Notice. In this case, each Party shall ensure that its respective employees and contractors comply with the confidentiality obligation provided for in this CLAUSE and shall be liable for any non-compliance; and
- b) as required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4 The provisions of this Clause do not apply to Confidential Information that:

- a) are, or become generally available to the public (except as a result of their disclosure in violation of this Clause);
- b) have been made available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party; or
- c) were, are or become available to the receiving Party on a non-confidential basis by a person who is not bound by an obligation of confidentiality with the disclosing Party, or otherwise prohibited from disclosing the information to the receiving Party.

14.5. In the event that the Program is not completed or is discontinued, each Party undertakes not to disclose or make use, for its own benefit, of any of the Confidential Information relating to the other Party and its business that has been disclosed under the Program.

CLAUSE THIRTEEN - ON INTELLECTUAL PROPERTY

13.1. The following are essential and indispensable conditions for participation in the Program by Startups:

- (i) That the intellectual property rights related to the Proposal belong to and are the exclusive property of the respective participating Startup. Thus, by participating in the Program, the Startup declares and warrants that it has obtained for itself all the rights related to the Proposal, entering into terms of assignment of rights with all those involved in its development, if applicable;

- (ii) That the development of each Proposal is carried out in full compliance with the applicable legislation, without the unauthorized use or violation of any right of third parties, being the original Proposal, fully available, and not susceptible to challenge by plagiarism, imitation or fraud by third parties;
- (iii) That the Proposal does not contain any content protected by intellectual property rights or third-party proprietary or confidential information, unless the participating Startup is the owner of such rights or has obtained all necessary rights, licenses, authorizations and permissions to use, share and sublicense such content with BETA-I and the Partners;
- (iv) That Startups do not send content that is illegal, false, misleading, derogatory, libelous, injurious, violent, inappropriate, offensive, obscene, defamatory, threatening, pornographic, hateful, or that otherwise promotes any form of discrimination, racism, intolerance, harassment, encourages criminal activity, gives rise to civil liability, or is inappropriate or harmful to the image of BETA-I and the Partners;
- (v) That the solution object of the Proposal does not contain any type of *virus, worms, malware, trojan, ransomware, bot, backdoor, spyware, rootkit* or other harmful devices or code;
- (vi) That there is not and is not expected to be any dispute that could impair the Startup's participation in the Program or the creation, execution and exploitation of the Proposal.

13.2 BETA-I and/or the Partners are not responsible for any infringement of intellectual property rights, misuse or plagiarism by any Startup participating in the Program.

13.3 Participation in the Program implies that each participating Startup, being fully knowledgeable of the rules of this Notice and, in particular, those contained in this Clause, declares and guarantees to meet all the conditions to be able to participate in the Program with the respective Project.

13.4 BETA-I and the Partners, within the scope of the Program, as well as their affiliated companies and components of the same economic group, will not hold or own any ownership in the information provided or intellectual property contained in the Proposal, with the exception of the obligations set forth in this Notice. The participating Startups will not assign to BETA-I and/or the Partners, as well as their affiliated companies and components of the same economic group, the intellectual property rights or derivatives of the Startups and their Proposals when participating in the selection process, nor in the Program.

13.5 Notwithstanding the absence of cession of rights, as provided for in Clause 13.5 above, the Startup and BETA-I and/or the Partners may, by mutual agreement, enter into a license to use and exploit the Proposal, by signing an Intellectual Property Rights License Agreement between the parties.

13.6 Upon enrollment in the Program, the Startups grant BETA-I a license to use their trademarks, logos and any distinctive signs for the purpose of publicizing their participation in the Program, as well as a license to use videos and photos, as well as videos that contain images of the

team, testimonials and any media materials produced during the scope of the Program and provided by the participating Startups. BETA-I may use said material in any media, without territorial or temporal limitation.

CLAUSE FOURTEEN – IMAGE RIGHTS

- 14.1 By enrolling in the Program, the Startups and the participants grant to the Program, BETA-I and the Partners, as well as their respective affiliated companies and components of the same economic group, an unlimited, undeniable and irrevocable authorization to use the name, image and voice of all participants of the Startup, in whole or in part, for advertising, promotional, commercial and dissemination purposes of the selected Startups and the persons involved, without limitation of territorial or temporal display, in all existing or future media, including but not limited to print, televised, video, virtual and telephone media. Said authorization will be valid for a period of 5 (five) years from the beginning of the Program, or for the entire term of copyright protection on the materials, photographs, footage and other works created by BETA-I and/or the Partners (or by third parties contracted by them) using the name, image and/or voice of the participants, whichever is greater, and will not generate any remuneration or indemnification to the participants, the Startup or any third parties. BETA-I and/or the Partners may, at their sole discretion, edit, transfer, delete, and make any other changes to materials in which the name, image and/or voice of Program participants are attached, including, without limitation, recordings, footage, photographs, phonograms, and text, and Program participants shall have no right to inspect, nor to approve such materials.
- 14.2 Upon request from BETA-I, the participating Startups shall make appearances in the media and communication channels, participate in events, as well as provide interviews and articles, in order to publicize the Program and their participation in the PROGRAM, without any compensation being owed by BETA-I to the participants, the Startup or any third parties as a result of such acts.

CLAUSE FIFTEEN – PROTECTION OF PERSONAL DATA

- 15.1 The Startups and their respective participants are aware that, for the purposes of the Program, BETA-I may, to the extent permitted by the applicable legislation, process information generated from personal data provided by the participants, by the Startups or to which BETA-I may have access in the course of the Program, including personal data of the members and other employees of the Startup, automatically or manually.
- 15.2 The processing of personal data of the members and other employees of the Startup may be carried out by BETA-I always for compatible purposes and to the extent and for the time necessary for: (i) the execution of the Program and any other contracts that may be entered into between BETA-I and/or the Partners and the participants and/or the Startups, (ii) compliance with legal and regulatory obligations; (iii) the regular exercise of rights; and (iv) to serve the legitimate interests of BETA-I, or third parties, in accordance with applicable law and BETA-I's internal policies. BETA-I will store the personal data of the members and other employees of the startup for as long as the relationship between the parties is in force and, after termination, for the period necessary to comply with legal or regulatory obligations, or for the regular exercise of BETA-I's rights.
- 15.3. Participants acknowledge that their personal data (and the personal data of their members and

collaborators) may be shared with judicial, administrative and governmental authorities, as well as with other companies of BETA-I's economic group, in Brazil and abroad, to the extent that it is necessary to: (i) comply with BETA-I's legal and regulatory obligations; (ii) regular exercise of BETA-I's rights; (iii) execution of the PROGRAM and any other contracts that may be entered into between BETA-I and/or the PARTNERS and the participants and/or the Startups; and (iv) when necessary to meet BETA-I's legitimate interests.

- 15.4 BETA-I will process personal data in accordance with its Privacy Policy, available at <<https://beta-i.com/pt-br/privacy-policy>>. By enrolling in the Program, participants agree to and declare themselves aware of all the provisions of BETA-I's Privacy Policy. Therefore, we suggest that participants carefully read this document before enrolling in the Program. If participants do not agree with any provision of BETA-I's Privacy Policy, they must refrain from enrolling in the Program.

CLAUSE SIXTEEN – FINAL DISPOSITIONS

- 16.1 In the event of exceptional circumstances, BETA-I and Partners may amend this Notice at any time and at their sole discretion, by notice published, for all purposes, on the Website.
- 16.2 All information of general interest to the public and relating to this Notice will be made available on the Website.
- 16.3 After the publication of this Notice and until the end of the Program, any additional information, questions and others should be sent to email scout.brasil4@BETA-I.com.
- 16.3 The decision of the Evaluation Board is sovereign and unappealable.
- 16.4 Upon publication of prior notice within 5 (five) business days of the publication of this Notice, the Partners and BETA-I reserve the right, AT their sole discretion, to suspend, change or cancel the Program, and BETA-I and the Partners shall not be liable for any and all obligations or liability arising from such suspension, change or cancellation. In addition, BETA-I reserves the right, at any time, to suspend, change or cancel the Program for reasons that are not exclusively attributable to it (for example, by unilateral decision of any of the Partners), and BETA-I shall not be responsible for any and all obligations or liability arising from such suspension, alteration or cancellation.
- 16.5 Annex I – Detailing of Challenges is part of this document.

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Annex 1

Detailing of Challenges

Energy

- “How to capture, store and eventually use atmospheric carbon from the sea?”
- “How can we advance the energy transition agenda with regards to energy and fuel sources used in maritime and port operations?”
- “How can we reduce the costs associated with the water and sewage collection and treatment network through the implementation of a diversified energy matrix?”
- “How to produce clean fuel, using current assets, taking into account the regional context of raw material, to achieve energy efficiency?”
- “How to optimize the generation and distribution of energy for own use and sale?”
- “How to produce and distribute land energy in a clean and sustainable format, from an environmental and economic point of view?”
- “How can the partnership among BlueRio Partners drive the decarbonization of the maritime chain, through the implementation of GH2 production projects, biofuel pilots and offshore wind energy utilization, while promoting the protection of mangroves and the neutralization of the carbon footprint through the concept of Blue Carbon and the use of biogas?”

Navigation

- “How to achieve operational sustainability through optimization of navigation processes?”

Ports and Logistics

- “How can we contribute to the electrification process of ports in an efficient and sustainable way while reducing the environmental impact as well as the energy and fuel consumption of docked ships?”
- “How can we generate more sustainability in the process of managing data for control and knowledge throughout the operation, so as to reduce economic-environmental costs such as demurrage and other possible steps?”
- “How can we make cabotage operations more sustainable, viable and preferable compared to the models currently used for transportation?”
- “How to optimize efficiency by digitizing maintenance management, ensuring safety and operational sustainability?”
- “How to automate processes of transportation, storage and reuse of waste, to optimize the port’s safety and operational efficiency?”
- “How can we offer natural resources in return to obtain technical resources for the development of new energy sources, decarbonization of fleets and operational logistics and port efficiency?”

Sanitation

- “How can new technologies promote greater efficiency in the processes of distribution/collection and treatment of water and sewage?”

Sustainability

- “How can we apply innovative and efficient nature-based solutions to optimize Blue Carbon capture and enable the commercialization of Carbon Credits?”
- “How can we make logistics involving maritime transport more sustainable?”
- “How to increase the potential of the Caruara Reserve as part of the sustainability portfolio?”
- “How to better reuse current resources in driving operational efficiency and decarbonization?”

CHALLENGES: COMPANHIA ESTADUAL DE ÁGUAS E ESGOTOS DO RIO DE JANEIRO - CEDAE SECRETARIA DO AMBIENTE E SUSTENTABILIDADE DO ESTADO DO RIO DE JANEIRO – SEAS

SEAS

Sanitation

- “How can a partnership among different organizations boost the creation of an observatory of the waters, consolidating all the environmental monitoring information of the state of Rio de Janeiro into an integrated platform?”

Sustainability

- “How to use the existing infrastructure (optical fibers, for example) for the development of an efficient and low-cost monitoring system that allows predicting and alerting about the risk of landslides in the cities of the State of Rio de Janeiro?”
- “How to promote a culture of value and expand the dissemination of programs carried out by SEAS, aiming to disseminate maritime culture to the population of state of Rio de Janeiro?”
- “How to use aerial mapping and innovative technologies to optimize the flow of the Rural Environmental Registry (CAR) license, as well as apply artificial intelligence to identify environmental issues and liabilities efficiently?”
- “How can the partnership between the Government of Rio de Janeiro and BlueRio's partners develop and strengthen coastal zoning and management, reconciling environmental conservation, economic development and the quality of life of coastal communities?”

CEDAE

Energy

- “How can we increase the hydro-energy efficiency of water collection and treatment processes?”

Sanitation

- “How can we take advantage of the environmental liability (sludge) generated in water treatment plants?”
- “What technologies can we adopt to more accurately dose the chemicals used in the water

treatment process?”

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