



# REGULATION – TECH PARTNERSHIPS MODULE ELETROBRAS

## 1. ABOUT THE MODULE

1.1 The module called "Tech Partnerships" is an integral part of the Innovation Grid Program, an open innovation program promoted by Centrais Elétricas do Brasil S.A., a private legal entity headquartered at Rua da Quitanda, 196, ZIP Code 20091-005, Rio de Janeiro, RJ, registered with CNPJ under nº 00.001.180/0001-26, hereinafter referred to as the "Organizer" or simply "Eletrobras".

1.2 Tech Partnerships is a module for continuous connection with Brazilian or foreign organizations within the Innovation Ecosystem, aiming to address Eletrobras' business challenges by seeking proposals intended to enhance, evolve, or develop technological solutions with high potential for value delivery, business, and socio-environmental impact, which must necessarily be implemented in Eletrobras' business environment, with the potential to generate new business routes and commercial exploitation of the solutions.

1.3 The objectives of Tech Partnerships are:

(i) To connect Eletrobras' business challenges with the solution development capabilities offered by the national and international innovation ecosystem;

(ii) To capture and develop Projects that necessarily lead to the evolution of solutions along the Technology Readiness Level (TRL) scale, with the final goal of integrating them into the Eletrobras business environment;

(iii) To connect, create, and maintain relationships with various technology partners, seeking synergies to accelerate the development, implementation, and scaling of solutions within Eletrobras' business areas, enabling market exploration and new business generation;

(iv) To generate benefits for Eletrobras, the Electric Sector, and partners, by fostering knowledge generation, intrapreneurship, technological development, acquisition of intellectual property, licensing, market insertion of products, and promoting new companies, competitiveness, and market strengthening;

(v) To capture untapped business opportunities, including the commercial exploitation of developed solutions, from new perspectives that necessarily aim to deliver value to Eletrobras and the respective participants;

(vi) To strengthen the culture of innovation within Eletrobras by disseminating our good business practices to the national and international innovation ecosystem.

1.4 Submitting proposals to the Tech Partnerships module does not create any right to acceptance by Eletrobras nor any obligation or commitment to enter into any agreement or contract. However, it implies unrestricted and irrevocable acceptance of the terms and conditions of these Regulations by the participants.





1.5 No form of lottery or random prize will be offered, and during the stages prior to the formalization of a contractual relationship, Eletrobras does not commit to reimbursing any expenses incurred by participants due to their participation in the Tech Partnerships module, nor to make any kind of investment or provide incentives.

## 2. PARTICIPANTS

2.1 Public and private legal entities established and/or located in Brazil may participate in the Tech Partnerships module, as well as those established and located in another country, provided that they have a legal representative in Brazil with express powers to receive service of process and respond administratively or judicially on behalf of the foreign company.

2.2 Institutions may participate individually or in cooperation/partnership, aiming to achieve the desired result and integrate the solutions into Eletrobras' business environment. In the project proposal, the definition of responsibilities and the description of activities, deliverables, resources, timelines, and other elements for each institution is mandatory.

2.3 Proposals will not be accepted if any team member is an employee, minor apprentice, intern, or trainee affiliated with Eletrobras.

#### 3. MODULE STAGES

3.1 The Tech Partnerships module is divided into 10 (ten) stages, described below:

Stage 1 – Connection with Value Deliverables: Definition of the challenges to be launched under the Tech Partnerships follows the governance process for defining and prioritizing Value Deliverables (EVs).

Stage 2 – Challenge Launch: Publication of the challenge to be addressed through the Partnerships the Innovation Grid Tech on webpage: https://eletrobrasinnovationgrid.com/tech-partnerships/. For proposed each challenge, Eletrobras will provide the scope, requirements, and technical details to receive proposals aimed at developing or improving solutions and technologies that deliver the expected results, impacts, benefits, and effectively meet the defined metrics and indicators.

Stage 3 – Reverse Pitch: An event where Eletrobras specialists present the challenge to clarify specific questions from interested parties.

Stage 4 – Proposal Submission: Submission of project proposals by interested institutions through a specific link made available for each challenge on the Tech





Partnerships webpage.

Stage 5 – Evaluation: Evaluation of submitted proposals by a multidisciplinary team from Eletrobras, based on the requirements described in the challenge. If the assistance of an external specialist is necessary and there is no conflict of interest, Eletrobras may request such participation. The evaluation is eliminatory in nature. Proposals must meet the specific requirements of the challenge and the following general requirements:

(i) Compliance with all technical requirements demanded by Eletrobras' business areas, including a description of the products to be developed;

(ii) Analysis of the starting technological and commercial maturity levels (TRL and CRL), strategy, and expected evolution;

(iii) Description and categorization of the resulting Intellectual Property and a proposal for its division with Eletrobras;

(iv) Fully completed forms/spreadsheets including planning of stages/sprints, deliverables, activities with deadlines and schedule; cost structure, calculation memos, justifications, and funding sources (Eletrobras or counterpart);

(v) Detailed risk analysis per stage/sprint, including descriptions, types, and mitigation strategies;

(vi) Description of the support and scaling model for the solution to address the challenge and Eletrobras' business;

(vii) Preliminary business model description, including benefits to Eletrobras, expected economic and financial returns, market potential, and commercialization plan;

(viii) For challenges addressed via mandatory R&D and Innovation (ANEEL PDI) investment, a strategy must be presented along with key results (KRs) metrics from the PEQuI 2024–2028 ANEEL plan and the corresponding values/percentages to be achieved by the proposed solution.

Stage 6 – Result Announcement: The evaluation results will be announced, with individual feedback provided to institutions that submitted proposals.

Stage 7 – Project Proposal Consolidation: Adaptation of the proposal to meet legal requirements and Eletrobras' needs, aiming at obtaining the final project version for contract execution. This includes adjustments to values, quantities, descriptions, and technical requirements. Meetings (in-person, hybrid, or online) may occur during this stage. Eletrobras may allocate internal resources (personnel, travel, equipment, etc.) to ensure proper project execution. The final outcome is the consolidated project proposal and submission of all required documents for the contracting process.

Stage 8 – Contracting: Internal process in which the documentation is reviewed and approved by Eletrobras' competent bodies, including registration checks, due





diligence, and compliance evaluation. If the contract cannot be executed, the process may be canceled, enabling a call to the second-ranked proposal or reissuing the challenge.

Stage 9 – Kick-off: Initial alignment meeting between Eletrobras and the executing team to clarify details about reporting, deadlines, timelines, deliverables, approval flows, contractual procedures, roles, and other necessary elements.

Stage 10 – Publicity: Moment when the project results are disclosed within Eletrobras, either virtually or in person.

## 4. MODULE TIMELINE

4.1 The Tech Partnerships module will operate on a continuous flow basis. This means that new challenges may be launched on the platform at any time, and for each new challenge, the stages described in the previous section will be initiated.

4.2 The Tech Partnerships module is ongoing and does not have specific opening and closing periods for challenges. Challenges that have been launched but not yet resolved may be relisted.

4.3 The stages of Tech Partnerships, as well as the planning and execution of projects, will prioritize agility, coherence, and responsiveness.

4.4 The timeline of the Tech Partnerships stages may be altered at Eletrobras' discretion.

# 5. SUBMISSION OF PROPOSALS TO THE MODULE

5.1 Submission of proposals to the Tech Partnerships module is voluntary.

5.2 Proposing institutions may submit their proposals by completing all fields in the specific form provided for each active challenge. They must also complete detailed forms/spreadsheets describing the proposals. Challenges will be published on a continuous flow basis at: https://eletrobrasinnovationgrid.com/tech-partnerships/.

5.3 When preparing the proposals, it is important to follow and comply with all guidelines provided in the respective forms/spreadsheets.

5.4 Participation in Tech Partnerships implies full and unconditional acceptance of these Regulations. By submitting a proposal, the Proposer authorizes Eletrobras to contact them via email, phone, or any other means provided by the interested parties, solely for the proper management and operation of the module.

5.5 Eletrobras is not responsible for failures or lack of proposal submission caused by





technical issues such as power outages, internet connection failures, or transmission errors on the part of the Proposer.

5.6 Eletrobras reserves the right to reject proposals that are misaligned or do not aim to meet the objectives of the respective challenges and/or that do not comply with the requirements and guidelines of these Regulations, while committing to keeping the institutions informed.

5.7 Grounds for disqualification from the module include:

(i) failure to participate in any stage of the module;

(ii) absence from events and/or failure to meet deadlines set in each stage;

(iii) submission of any incorrect, altered, or non-compliant information or documentation;

(iv) proposals that do not meet the requirements and guidelines of these Regulations;

(v) proposals that are misaligned, promote or encourage illegal activities, or fail to meet the goals of the respective challenge;

(vi) inappropriate behavior, inconsistent with Eletrobras' values;

(vii) infringement of third-party intellectual property rights;

(viii) risk assessment issues after Due Diligence and Compliance evaluation;

(ix) any cybersecurity or information security breaches detected by the Information Security and Cybersecurity teams.

5.8 During the Tech Partnerships process, Eletrobras may request additional information from participants to clarify doubts and ensure better understanding of the submitted proposals.

#### 6. MEDIA COLLABORATION AND IMAGE RIGHTS

6.1 Participants hereby grant, free of charge, authorization for the capture, recording, and dissemination of their image, name, voice, and other personal data — including but not limited to interviews and videos — for use by Eletrobras in connection with their participation in the module. This includes publication, reproduction, transmission via wired or wireless means, broadcasting, rebroadcasting, distribution, public communication, editing, adaptation, and other modifications; use in representations, performances, soundtracks, recordings, radio and television broadcasting, and other media formats; use through any technology (analog, digital, wired, wireless, etc.); inclusion in databases; storage by any fixation means; digitization; dissemination; and any other forms of use existing now or developed in the future, through any media or platforms, either owned by or licensed to third parties, both domestically and





internationally, for an unlimited number of times and for an indefinite period, with the exclusive purpose of promoting the module and the results achieved.

## 7. INTELLECTUAL PROPERTY

7.1 The Proposer and other participants warrant that the solutions, products, and other materials to be presented in the Proposal and/or developed during the Tech Partnerships module do not infringe upon any intellectual property rights (including but not limited to: patents, trademarks, software, plant varieties, copyrights, designs, geographical indications, trade secrets—whether industrial or commercial), or any other proprietary rights of third parties.

7.2 If any situation arises involving a potential infringement, the Proposers and other participants shall be solely responsible for taking the necessary measures to exempt Eletrobras from any claims and/or legal actions. They also declare that all rights related to the proposal are fully owned by them and are duly protected.

7.3 Any proposal that infringes upon third-party rights or contains inappropriate content shall be disqualified at any time, as well as any proposal or solution that promotes or encourages illegal activities or the disclosure of information prohibited by law or contract.

7.4 If the Proposer or other participants use any third-party rights that may affect the subsequent use of the technological product, they must grant — or otherwise be obliged to obtain and grant — to Eletrobras, free of charge, all authorizations or licenses necessary for Eletrobras to fully use and enjoy the technological product to be developed or matured. Eletrobras must be kept free from any claims, lawsuits, damages, costs, or charges arising from the infringement or alleged infringement of patents, copyrights, trademarks, or any other intellectual property or proprietary rights of third parties.

7.5 At any time during the Tech Partnerships process, Eletrobras may require the Proposer and other participants to provide documents that legitimize the use of third-party intellectual assets for the purpose of technological development. These may include usage authorizations or licenses, rights assignment agreements, declarations, or any relevant contracts or instruments.

7.6 Regarding intellectual property rights over the results and products to be developed as solutions to the respective challenges, Eletrobras will assess each case individually and may:

- (i) Exercise exclusivity over the rights;
- (ii) Share a percentage of the rights with the Proposer and other participants; or





(iii) Transfer all rights to the Proposer and other participants. However, options (ii) and (iii) imply negotiation to ensure greater economic and/or financial returns for Eletrobras from the commercial exploitation of the results or products, which may be conducted by Eletrobras itself, by the Proposer and participants, or by licensed third parties or under similar arrangements.

### 8. PERSONAL DATA PROTECTION

8.1 Participants in the module agree to handle personal data obtained as a result of these Regulations in compliance with the requirements set forth herein and in accordance with Brazilian Law No. 13.709/2018 – General Data Protection Law (LGPD). Participants must process the indicated personal data solely for the purpose of participating in the Tech Partnerships module, ensuring that such data will not be used for any other activities and that no unnecessary personal data will be processed.

8.2 Participants guarantee that, for the processing of the aforementioned personal data, they will employ the necessary systems and technologies to ensure secure collection and processing of the information.

8.3 Participants shall ensure that all individuals who access personal data within the context of the Tech Partnerships module comply with the applicable legal provisions on personal data protection, and that such data is neither transferred nor disclosed to third parties, nor used for any purpose not explicitly consented to by the respective data subjects.

8.4 Once any contracts entered into for the development of solutions under the respective challenges arising from these Regulations are completed and/or the original purpose for which the personal data was collected has been fulfilled, participants must delete the data and all potential copies thereof.

8.5 In the event of security incidents involving personal data related to these Regulations, participants are required to notify Eletrobras within 24 hours, providing all available information regarding the incident or suspected incident, including any mitigation measures taken. Participants must fully cooperate with any investigation that may be conducted.

8.6 Participants acknowledge that Eletrobras may process their personal data for the purposes of:

(i) Executing the module and complying with these Regulations;

(ii) Executing other agreements to be signed with the module's participants;

(iii) Complying with legal or regulatory obligations applicable to Eletrobras;

(iv) Meeting the requirements of funding sources used to finance the project resources;





(v) Defending Eletrobras' interests in administrative, judicial, or extrajudicial proceedings against participants or third parties;

(vi) Sending participants news, information, and other relevant commercial communications about Eletrobras products and services — such communications may be discontinued using the opt-out option provided in each message, even after the end of the module.

8.7 Eletrobras may store participants' personal data obtained through these Regulations and the Tech Partnerships module for as long as necessary to fulfill the purposes outlined herein.

## 9. CONFIDENTIALITY

9.1 Participants are expressly prohibited from disclosing, providing, or making available any information, data, documents, or work — whether exclusive or confidential — that are related to or created jointly or separately during the stages of the Tech Partnerships module. Under no circumstances may such information be used or disclosed to third parties not involved in the module.

9.2 This confidentiality obligation also applies to all Eletrobras data to which participants may have access during any stage of the Tech Partnerships module, regardless of whether their participation was successful or the proposal was contracted.

9.3 Eletrobras will treat the developments generated as confidential and will not disclose or make available any information, data, documents, or work carried out during the module without prior consent from the participants.

9.4 Confidential Information includes:

(i) Information in written form, contained in electronic files, printed materials, or verbally transmitted, obtained in meetings with Eletrobras, partners, and other parties involved in the Tech Partnerships module. This includes, without limitation, texts, photographs, drawings, graphics, projects, files, studies, documents, maps, plans, specifications, diagrams, standards, procedures, techniques, rights, business relationships, know-how, technology, pricing structures, inventions, trade secrets, contracts, instruments, reports, interpretations, forecasts, records, information derived from or related to the Confidential Information, or any other documents directly or indirectly related to the module provided or made available by the parties, subject to confidentiality obligations;

(ii) Economic and financial information regarding the activities of Eletrobras or participating organizations, such as balance sheets, monthly statements, debt maps, expected revenue, and other financial data, including information about their products, employees, business or operational plans;

(iii) Any and all information regarding Eletrobras, its clients, subsidiaries, parent companies, or affiliates under common control, as well as all companies within the





corporate group and their respective businesses. This includes, but is not limited to, trade secrets and/or financial, operational, economic, technical, legal, business and marketing plans, projects, know-how, commercial or client-related information, promotional activities, and technology (e.g., systems, access credentials, go-to-market simulators), and any other restricted, internal, and non-public business matters.

#### **10. PARTICIPANT SUPPORT**

10.1 All registered participants who require assistance may contact the Tech Partnerships organizational team via the following email: innovationgrid@eletrobras.com

#### 11. AMENDMENTS TO THE REGULATIONS

11.1 Eletrobras may, at any time, make changes to these Regulations if deemed necessary, without this giving rise to any right, compensation, or claim of any nature. Any changes to the Regulations will be communicated to participants through the official Tech Partnerships channels.

#### 12. LEGAL AND ETHICAL OBLIGATIONS

12.1 Participants commit not to undertake, under any circumstances, any actions or omissions that constitute illegal practices or acts of corruption, as defined by Law No. 12.846/2013 (as amended), Decree No. 8.420/2015 (as amended), the U.S. Foreign Corrupt Practices Act of 1977 (as amended), or any other applicable laws or regulations ("Anti-Corruption Laws"), even if unrelated to these Regulations. Violation of this clause may result in disqualification at any stage of the module and the adoption of appropriate legal measures.

12.2 Participants also agree to provide, at the appropriate time, all information requested by Eletrobras for purposes of Due Diligence, Compliance assessment, and evaluation of Information Security and Cybersecurity risks. Participants also agree to become familiar with and comply, as applicable, with the principles and standards of the Eletrobras Integrity (Compliance) Program, available at: www.eletrobras.com

12.3 Participants further commit to complying with applicable environmental legislation, as applicable, and to respecting the Eletrobras Group Code of Ethics, available at: https://eletrobras.com/pt/Paginas/Codigo-de-Etica.aspx Non-compliance may subject participants to the penalties provided for in these Regulations, including disqualification at any stage of the module.





## **13. GENERAL PROVISIONS**

13.1 The mere submission of proposals to the Tech Partnerships module does not grant any rights regarding their acceptance by Eletrobras nor does it imply any commitment to contract. However, it constitutes the participants' full and irrevocable acceptance of the terms and conditions of these Regulations.

13.2 Participants declare that they are aware of the conditions set forth in these Regulations, particularly regarding the possibility of their proposed solution to the respective challenge being rejected. No claims for reimbursement of prior investments or compensation for any direct or indirect losses will be accepted.

13.3 Eletrobras will treat all submitted proposals with strict confidentiality, regardless of whether or not they advance through the module stages.

13.4 Eletrobras reserves the right to propose adjustments to selected proposals, including suggesting partnerships between proposals if, during the stages, it is determined that more than one proposal is relevant and complementary.

13.5 It is the responsibility of interested parties to stay informed about the progress of each challenge stage through the official Tech Partnerships channels provided in these Regulations.

13.6 If any disputes arise regarding the interpretation of these Regulations or the execution of any resulting obligations, or in the event of omissions, the organizing team responsible for the Tech Partnerships module will resolve them in accordance with the principles of good faith, fairness, and reasonableness.

13.7 Participants agree not to use the names and trademarks "Tech Partnerships" and "Eletrobras" or any other Eletrobras-owned brand for advertising purposes — including signs, brochures, pamphlets, portfolios, or any other promotional materials, including online publications — without prior written consent from Eletrobras. Failure to comply may result in disqualification from the module and the adoption of applicable legal measures.