

EXHIBIT 11**PENALTIES**

**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION,
MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-
GUARUJÁ IMMERSED TUNNEL INTERCONNECTION SYSTEM**

1. PRESENTATION

- 1.1. The application of penalties will follow the rules established in this EXHIBIT, in compliance with the general rules of Clause Fortieth of the CONTRACT.
- 1.2. This EXHIBIT, in addition to the CONTRACT, aims to regulate the penalties applicable within the scope of the CONCESSION, to typify contractual violations and to detail the administrative procedure for applying contractual penalties, ensuring the adversarial system and full defense.
- 1.3. The application of the penalties provided for in this EXHIBIT and their compliance do not prevent the application of other sanctions provided for in the NOTICE, the CONTRACT and other EXHIBITS, in the legislation and in the pertinent regulations, to which the CONCESSIONAIRE is subject to.
- 1.4. Item 6 of this EXHIBIT presents Table I - Definitions, which establishes the value of fines for pecuniary penalties by group, Table II - Infraction Classification Levels establishes the penalty levels for infractions, and the INFRACTION CLASSIFICATION TABLE of item 7 typifies infractions and divides them into the following categories: Services Corresponding to Operational Functions, Services Corresponding to the Functions of Implementation, Conservation and Maintenance Works, Obligations Relating to Economic-Financial Aspects, Obligations Relating to Institutional Matters and non-compliance with the PERFORMANCE INDICATORS indicated in EXHIBIT 3 to the CONTRACT.

2. GENERAL PROVISIONS

- 2.1. In cases in which the infractions are already expressly described and typified in the INFRACTION CLASSIFICATION TABLE, the levels and groups of the respective penalties have already been established in order to maintain proportionality to the related infraction.
 - 2.1.1. The division of penalties into sections and subsections in the INFRACTION CLASSIFICATION TABLE aims to facilitate the application of its provisions, without preventing the Notifying Board from applying a penalty provided for in a section of another Board, even if only formal adaptations are necessary.
 - 2.1.2. The base date of the Tables, contained in this EXHIBIT, refers to October/2024, and the amounts of the fines will be adjusted by the IPCA/IBGE for the month prior to the payment of the amounts due.
- 2.2. In cases in which the conduct corresponds to more than one infraction among those provided for in this EXHIBIT, the principle of specialty will be observed, applying the penalty corresponding to the most specific infraction, and the cumulation of a more generic infraction related to the same conduct is prohibited.
- 2.3. In infractions that are proven to result from force majeure and/or unforeseeable circumstances and/or constitute the non-requirement of different conduct, no penalty will be applicable to the CONCESSIONAIRE, provided that the event beyond the fault and responsibility of the CONCESSIONAIRE is the direct and immediate reason for the infraction.
 - 2.3.1. If it is identified that the infraction would have occurred, even if hypothetically the event of force majeure and/or unforeseeable circumstances did not occur, a penalty will be applicable to the CONCESSIONAIRE.
 - 2.3.2. For purposes of applying penalties, the following are considered:

- 2.3.2.1. Force majeure and unforeseeable circumstances: the event defined as such pursuant to the civil law and that is the direct and immediate cause of an infraction within the scope of the CONTRACT;
 - 2.3.2.2. Non-requirement for different conduct: the situation that, despite constituting an infraction provided for in this EXHIBIT or in the CONTRACT, does not result from the fault of the CONCESSIONAIRE, which diligently adopted the measures that were its responsibility to produce a different result, duly demonstrated and unequivocally proven in the corresponding process.
- 2.4. Concurrently with the administrative sanctioning process for the application of the penalties provided for in the Fines Table, in the cases listed in items 7.1 and 7.2 in which the effects of non-compliance persist over time, the Notifying Board of the REGULATORY AUTHORITY, at its discretion, may grant a new deadline for the correction of the irregularities found by the inspection, in addition to that provided for in the schedule, which is technically compatible for the execution of the work or service not performed.
 - 2.4.1. Failure to comply with the obligation within the new stipulated term will result in the charging of a late payment fine at the rate of 1% (one percent) per day on the amount of the penalty applied, starting from the first day after the expiration of the stipulated term until the obligation is fulfilled. Late payment fines, when applied, may not exceed the amount of the portion of the obligation not yet fulfilled.
- 2.5. The CONCESSIONAIRE shall develop, install and maintain, throughout the entire term of the CONCESSION, a specific digital web-based system for managing information, data and documents related to the penalties applied by the REGULATORY AUTHORITY and the respective administrative procedures or processes instituted. The CONCESSIONAIRE shall comply with the rules established in APPENDIX C for digital management systems.
 - 2.5.1. The CONCESSIONAIRE may provide the LENDERS, upon request, access to the system referred to in item 2.5.

3. FINE

- 3.1. Fines will be applied as a result of violations committed by the CONCESSIONAIRE of the clauses contained in the CONTRACT and EXHIBITS, in accordance with the rules set forth in this EXHIBIT, in compliance with the provisions of Clause Forty of the CONTRACT.
- 3.2. In the event of non-compliance by the CONCESSIONAIRE with any obligation provided for in the NOTICE, the CONTRACT or its EXHIBITS, for which there is no specific penalty, this will be calculated using as reference the amounts provided for similar infractions typified in the INFRACTION CLASSIFICATION TABLE, always respecting the minimum and maximum amounts provided for in this EXHIBIT, ensuring proportionality between the infraction and the corresponding sanction, by observing the following criteria, when applicable:
 - i. the nature and severity of the infraction;
 - ii. the presence of intent on the part of the CONCESSIONAIRE or its representatives;
 - iii. the resulting damage to the REGULATORY AUTHORITY, the GRANTING AUTHORITY, the DELEGATED SERVICE or the USERS;
 - iv. the advantages obtained by the CONCESSIONAIRE as a result of the infraction committed;

- v. the adoption of measures by the CONCESSIONAIRE to minimize the damages caused by the infraction;
 - vi. the economic and financial situation of the CONCESSIONAIRE, especially its ability to honor financial commitments, generate revenue and maintain the execution of the CONTRACT;
 - vii. the CONCESSIONAIRE's precedents.
- 3.3. The base value of the fine, defined in the INFRACTION CLASSIFICATION TABLE or through the system of item 3.2, may be increased or reduced, due to the presence of aggravating and mitigating circumstances.
 - 3.3.1. The following are considered mitigating circumstances:
 - i. the recognition of the occurrence of the infraction subject to investigation, as well as its responsibility, within the scope of the administrative sanctioning process:
 - a) within the deadline for presenting the defense: reduction of 30% (thirty percent) on the base value established for the fine, provided that the CONCESSIONAIRE, after the due administrative process, pays the fine voluntarily.
 - b) prior to the issuing of a conviction in the first instance: reduction of 20% (twenty percent) on the base value established for the fine, provided that the CONCESSIONAIRE, after due administrative process, voluntarily pays the fine.
 - c) Prior to the issuing of a conviction in the second instance: reduction of 10% (ten percent) on the base value established for the fine, provided that the CONCESSIONAIRE, after due administrative process, voluntarily pays the fine.
 - 3.3.2. The following are considered aggravating circumstances:
 - i. the infraction was committed through fraud or bad faith: increase of 30% (thirty percent) on the base value established for the fine;
 - ii. the infraction results in irreversible damage to the DELEGATED SERVICE and/or USERS: increase of 30% (thirty percent) on the base value established for the fine.
 - 3.3.3. Aggravating and mitigating situations cannot be recognized cumulatively, with the aggravating circumstances prevailing.

- 3.3.4. The effectiveness of the mitigating circumstances provided for in item 3.3.1 is subject to the suspensive condition corresponding to the spontaneous payment, by the CONCESSIONAIRE, of the fine calculated and applied at the end of the due administrative process. The expiration of the deadline established for payment of the fine, without its unconditional payment, will result in the disregard of the mitigating circumstance applied and the adoption of the legal or contractually provided measures for the collection of the fine.
- 3.4. In the event of application of a fine, the CONCESSIONAIRE shall make the payment within 30 (thirty) calendar days from the final administrative decision, and proof of payment shall be presented in the records of the administrative sanctioning process within the same period. Failure to present proof of payment will result in the filing of a claim against the insurer, without any further measures being necessary.
- 3.4.1. The CONCESSIONAIRE is fully aware that the REGULATORY AUTHORITY may inform the respective insurer to open an administrative sanctioning proceeding, in order to ensure its eventual right to compensation, respecting the adversarial system and full defense.
- 3.4.2. Failure to pay any fines that may be applied to the CONCESSIONAIRE, within the period stipulated in this EXHIBIT, will result in the automatic incidence of interest on arrears of 1% (one percent) per month and the corresponding monetary correction by the IPCA/IBGE, pro rata die, starting from the respective due date and up to the date of actual payment. Any pecuniary penalties that may be applied to the CONCESSIONAIRE shall be collected in accordance with the current regulations, without prejudice to the registration of the unpaid debt in the state CADIN and in the Federal Active Debt.
- 3.4.3. Failure to pay any fine due within the fixed terms and deadlines shall constitute a serious breach, resulting in the execution of the PERFORMANCE GUARANTEE, pursuant to Clause Thirty-Four, without any further action being necessary.

4. PROHIBITION TO HIRE WITH THE DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF SÃO PAULO AND DECLARATION OF UNSUITABILITY FOR TENDERS OR HIRING WITH THE PUBLIC ADMINISTRATION

- 4.1. The prohibition to hire with the direct or indirect Public Administration of the State of São Paulo and the declaration of unsuitability to tender or hire with the PUBLIC ADMINISTRATION may be applied, respecting the legal rules of jurisdiction, in case of repeated practices of contractual or regulatory violations, as well as in the case of violations that cause serious harm to the public interest, in addition to the situations provided for in the applicable legislation and standards, namely those provided for in article 156, Paragraph 4 and 5, of the ADMINISTRATIVE AGREEMENTS AND BIDDING LAW, when they lead to the declaration of the forfeiture of the CONCESSION, also considering the following circumstances, with a view to guaranteeing the principles of reasonableness and proportionality:
- i. the nature and severity of the infraction;
 - ii. the presence of intent on the part of the CONCESSIONAIRE or its representatives;

- iii. the resulting damage to the REGULATORY AUTHORITY, the GRANTING AUTHORITY, the DELEGATED SERVICE or the USERS;
 - iv. the advantages obtained by the CONCESSIONAIRE as a result of the infraction committed;
 - v. the adoption of measures by the CONCESSIONAIRE to minimize the damages caused by the infraction;
 - vi. the economic and financial situation of the CONCESSIONAIRE, especially its ability to honor financial commitments, generate revenue and maintain the execution of the CONTRACT;
 - vii. the CONCESSIONAIRE's precedents.
- 4.2. The penalty of prohibition from bidding and contracting with the direct or indirect Public Administration of the State of São Paulo will be applied for a period not exceeding 3 (three) years.
- 4.3. The declaration of unsuitability to tender or hiring with the PUBLIC ADMINISTRATION will be applied for a minimum period of 3 (three) years and a maximum of 6 (six) years.
- 4.3.1. Rehabilitation shall be requested before the authority that applied the penalty, requiring, cumulatively: (i) full compensation for the damage caused to the PUBLIC ADMINISTRATION; (ii) payment of a fine; (iii) the minimum period of 1 (one) year from the application of the penalty, in the case of prohibition from hiring, or 3 (three) years from the application of the penalty, in the case of declaration of unsuitability; (iv) compliance with the rehabilitation conditions defined in the punitive act; and (v) prior legal analysis, with a conclusive position regarding compliance with the requirements listed in this subitem.

5. PROCEDURE

- 5.1. The investigation of violations, application of penalties or any other restrictive measures of rights provided for in the CONTRACT will be preceded by administrative proceedings, in accordance with the applicable legislation, and will follow the rules established in this EXHIBIT, without prejudice to the application of the CONTRACT and other EXHIBITS, when applicable, ensuring the adversarial system and full defense.
- 5.1.1. The process of applying penalties will begin with notification of the CONCESSIONAIRE, duly accompanied, where applicable, by a copy of a document describing the irregularity, and a 15 (fifteen)-day deadline to present a preliminary defense and indicate the evidence to be produced.
- 5.1.2. Any errors in the classification or indication of the applicable penalty by the inspection agent may be corrected within the scope of the administrative sanctioning process, with the CONCESSIONAIRE's defense period being returned if the correction results in any new factual information.
- 5.2. It is possible to combine, in the same administrative sanctioning process, related cases involving infractions of the same classification, in which case the eventual application of a penalty will consider the number of infractions committed.

- 5.2.1. In the event of cumulation of infractions with the same classification in the same administrative sanctioning process, the verification of the mitigating and aggravating circumstances provided for in this EXHIBIT, if alleged in the prior defense by the CONCESSIONAIRE, will be considered separately for each infraction.
- 5.2.2. If mitigating and/or aggravating circumstances are found to have occurred for only one or part of the violations found, the REGULATORY AUTHORITY may apply the penalties separately.
- 5.3. If the current PERFORMANCE GUARANTEE is in the form of a surety bond, the GRANTING AUTHORITY may, at its discretion, inform the insurer of the opening of an administrative sanctioning proceeding.
- 5.4. When summoned by receipt or electronically, the CONCESSIONAIRE shall be responsible for presenting its defense within the period provided for in item 5.1.1, providing the evidence it deems appropriate.
 - 5.4.1. Only the CONCESSIONAIRE's request for the production of evidence shall be considered; in its defense, it shall specifically indicate which evidence it intends to produce, its purpose, and the justification for the evidentiary delay.
- 5.5. If the reasons presented by the CONCESSIONAIRE are not accepted, or if the legal term has elapsed without the presentation of a defense, and if it is concluded that a breach of contract has occurred, the applicable sanction will be applied, and the CONCESSIONAIRE will be notified.
 - 5.5.1. Notification of the application of penalties will be made by means of written notification, with receipt or sent electronically.
 - 5.5.2. The CONCESSIONAIRE shall keep the electronic address through which it will receive any citations, notifications, summons or communications related to this CONTRACT updated with the REGULATORY AUTHORITY, adopting as the initial term for counting deadlines the business day immediately following the sending of the electronic communication.
- 5.6. In the event of a penalty applied by the REGULATORY AUTHORITY, an appeal may be filed, within 15 (fifteen) business days from the receipt of the notice by the CONCESSIONAIRE, only once, directly to the hierarchically superior authority, within the scope of the REGULATORY AUTHORITY, to which the decision was issued, in compliance with the provisions of articles 40 and 47, Paragraph 2, both of State Law No. 10,177/1998.
 - 5.6.1. The term provided for in item 5.6 applies to requests for reconsideration, which may be submitted only once, and exclusively in the cases provided for in article 42 of State Law No. 10,177/1998.
 - 5.6.2. Requests for reconsideration shall be submitted exclusively in cases of decisions originally taken by the Steering Committee of the REGULATORY AUTHORITY, and shall not be admissible in cases of submission in the face of decisions in sanctioning proceedings in which the Steering Committee's decision was made only at the appeal level of the application of the penalty by the Steering Committee.

- 5.7. Compliance with the penalties imposed by the REGULATORY AUTHORITY does not exempt the CONCESSIONAIRE from faithfully fulfilling the obligations and responsibilities provided for in this CONTRACT and EXHIBITS, as well as from indemnification for any losses and damages caused to the REGULATORY AUTHORITY and the GRANTING AUTHORITY, its employees, USERS or third parties, as a result of activities related to the CONCESSION.
- 5.8. Unless otherwise specifically provided, the deadlines shall be counted consecutively, excluding the start date and including the due date, and the expiration of the deadline on a day when the Regulatory Authority is not in business shall result in its extension to the first subsequent business day.
- 5.8.1. Except in cases expressly provided for in the CONTRACT, deadlines shall only begin and end on business days at the agency or entity.
- 5.8.2. The deadline shall be considered extended until the first subsequent business day if, on the due date, business hours are closed before normal hours.
- 5.8.3. Deadlines set by the hour shall be counted minute by minute.

6. FINES AMOUNTS

Table I
Definitions of Groups (base date: October/2024)

Groups	Fines Amounts
I	BRL 62,933.13
II	BRL 314,665.28
III	BRL 566,398.11
IV	BRL 755,197.46
V	BRL 1,510,394.91

Table II
Penalty Classification Levels

Level	Penalty Classification
A	5% of the Fine Amount
B	10% of the Fine Amount
C	30% of the Fine Amount
D	50% of the Fine Amount
E	75% of the Fine Amount
F	100% of the Fine Amount

7. INFRACTION CLASSIFICATION TABLE

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
7.1. Services Corresponding to Operational Functions				
a. Implementation				
a.1. Collection Control System				
1	Failure to implement a GANTRY with the Systems/Equipment that comprise the FREE AUTOMATIC SYSTEM and/or prevent its operation, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES	V	E	Per GANTRY.
2	Failure to implement a digital and physical PLATFORM for payment of the toll fee, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	F	Failure to start on the pre-established date.
3	Failure to adjust or update the technology of the Collection Control System, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per GANTRY.
4	Not to adjust or update the technology of the Systems and Equipment that make up the PLATFORM, as the case may be, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	D	Per GANTRY.
5	Not to implement, partially or fully, Violation Control, part of the Collection Control System, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	D	Per GANTRY.
6	Not to adjust or update Violation Control technology, part of the Collection Control System, partially or fully, in compliance with the rules established in the CONTRACT, EXHIBITS and APPENDICES.	III	D	Per GANTRY.
7	Not to approve and certify, partially or fully, the Toll Information System – MIP, in accordance with the deadlines established with the CONTRACT, EXHIBITS and APPENDICES.	III	E	Per GANTRY.
8	Not to install fixed speedometer equipment (speed bumps) or “Fixed Radar”, as the case may be, duly authorized by DER to start operating, next to the GANTRY, in accordance with the deadlines and requirements established in the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per lane and shoulder
9	Not to install non-metrological equipment to capture toll evasion, duly authorized and approved by DER/SP to start operating, next to the GANTRY, in accordance with the deadlines and requirements established in the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per lane and shoulder
10	Failure to meet the standardization of all the requirements of the Control and Collection System defined by the GRANTING AUTHORITY and/or the REGULATORY AUTHORITY.	III	B	Per lane and shoulder

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
11	Failure to approve, certify or revalidate the Collection Control system, in accordance with standards determined by the REGULATORY AUTHORITY and/or in accordance with current legislation, in accordance with the deadlines established in the CONTRACT, EXHIBITS and APPENDICES	III	B	Per lane
a.2. Speed Enforcement Control System.				
1	Failure to implement a Speed Control System (fixed speed control points), duly approved by the GRANTING AUTHORITY, including the publication of the act in the State Official Gazette, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			C	In implementation phase.
			D	In design phase.
			E	Implementation not executed (0%).
2	Failure to adjust or update the Speed Control System technology (fixed speed control points), in accordance with the quantities, deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	Per equipment.
a.3. Radio communication System				
1	Not to deploy Fixed Stations, Mobile Stations and Portable Stations, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	I	B	In testing phase.
			C	In implementation phase.
			D	Implementation not executed (0%).
2	Not to deploy Repeater Stations according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			C	In implementation phase.
			D	Implementation not executed (0%).
a.4. Data Transmission System				
1	Not to deploy the Data Transmission System, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
2	Not to adjust or update the technology of the Data Transmission System, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	For any equipment or component of the System.
a.5. USER Communication System				
1	Not to implement fixed-type Variable Message Panels, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
2	Not to implement the Lane Marking System, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
3	Not to adjust or update the Lane Marking System technology, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per equipment.
4	Not to implement the Abandonment Signaling System, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
5	Not to adjust or update the Abandonment Signaling System technology, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per equipment.
6	Failure to implement the User Emergency Communication System, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
7	Failure to adjust or update the User Emergency Communication System technology, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per equipment.
8	Failure to implement the Public Address/Speaker System, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
9	Failure to adjust or update the Public Address/Speaker System technology, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per equipment.
10	Failure to keep the institutional website (website) updated in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	I	C	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
		I	C	Up to 05 occurrences per month
a.6. Communication System with the CCI – INFORMATION CONTROL CENTER OF THE REGULATORY AUTHORITY				
1	Failure to implement a restful web service, REST compliant API, to provide information to the CCI, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
			B	In testing phase.
2	Failure to maintain updated data or fail to comply with the minimum requirements defined for the <i>API REST compliant</i> used to provide information to the CCI, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	I	C	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
		I	C	Up to 05 occurrences per month
3	Failure to implement a system for automatically forwarding information to the REGULATORY AUTHORITY's audit system	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
			B	In testing phase.
4	Failure to maintain updated data or failure to comply with the minimum requirements defined for the system for automatically forwarding information to the REGULATORY AUTHORITY's audit systems, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	I	C	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
a.7. Operational Control Center				
1	Failure to implement the CCO and its interconnection with the respective equipment, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
2	Failure to adjust or update the technology of the System and Equipment that make up the CCO, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	E	For any equipment or component of the System.
a.8. Monitoring System				
1	Failure to implement a Traffic Sensing System, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
			F	Implementation not executed (0%).
2	Failure to adjust or update the Traffic Sensing System technology, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT.	II	F	For any equipment or component of the System.
3	Failure to implement a Travel Time Control System, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES..	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
4	Failure to adjust or update the Travel Time Control System technology, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT.	II	F	For any equipment or component of the System.
5	Failure to implement a Fire Detection and Alarm System, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
6	Failure to adapt or update Fire Detection and Alarm System technology, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT.	II	F	For any equipment or component of the System.
7	Failure to implement a Closed Circuit Television System – CCTV, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
8	Failure to adapt or update Closed Circuit Television System – CCTV technology, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	F	For any equipment or component of the System.
a.9. Vehicle License Plate Reading and Decoding System (OCR)				
1	Failure to implement a Vehicle License Plate Reading and Decoding System, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
2	Not to adjust or update the technology of the Vehicle License Plate Reading and Decoding System, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	In the entire System.
a.10. Operational Vehicle Tracking System				
1	Failure to implement the Operational Vehicle Monitoring and Geopositioning System, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	Implementation not executed (0%).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
2	Failure to adjust or update the Operational Vehicle Monitoring and Geopositioning System technology, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	E	For any equipment or component of the System.
b. Operation				
b.1. Operation of the SAU System and provision of support to USERS				
1	Time for the Tow Truck to arrive at the service location exceeding 60 (sixty) minutes.	I	C	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
2	Time for the Pre-Hospital Care Service (APH) to arrive at the service location exceeding 20 (twenty) minutes.	I	D	Up to 05 occurrences per month
		I	F	Between 06 and 10 occurrences per month
		II	C	Between 11 and 20 occurrences per month
		II	D	Over 20 occurrences per month
3	Time for the Mechanical Assistance Service to arrive at the service location exceeding 60 (sixty) minutes.	I	C	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	E	Between 11 and 20 occurrences per month
		I	F	Over 20 occurrences per month
4	Failure to observe the arrival time of the Animal Seizure Service at the service location, according to the deadlines and stages of the established schedules and in accordance with the Concession Agreement, EXHIBITS and Appendices.	I	B	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
5	Failure to observe the arrival time of the Firefighting Service at the service location, according to the deadlines and stages of the established schedules and in accordance with the Concession Agreement, EXHIBITS and Appendices.	I	B	Up to 05 occurrences per month
		I	D	Between 06 and 10 occurrences per month
		I	F	Between 11 and 20 occurrences per month
		II	C	Over 20 occurrences per month
6	Use Pre-Hospital Care (APH) vehicles for purposes other than those for which they were specified in the CONTRACT, EXHIBITS, APPENDICES or Technical Specification.	I	F	Per occurrence
7	Have employees or outsourced personnel without identification or with deteriorated or non-visible identification.	I	B	Up to 03 employees.
			C	More than 03 employees.
8	Have employees or outsourced personnel without uniforms or PPE, or in poor condition.	I	B	Up to 03 employees.
			C	More than 03 employees.
9	Have operational vehicles inoperative due to lack of employees.	II	B	Up to 03 vehicles
			C	More than 03 vehicles
10	Failure to comply with procedures provided for in the Technical Specification.	I	C	Per procedure
11	Maintain the visual identity of operational buildings and/or the Operational Vehicle outside the standard authorized by the REGULATORY AUTHORITY.	I	C	Per occurrence.
12	Failure to perform cleaning or maintenance on operational buildings as provided for in the CONTRACT, EXHIBITS and APPENDICES.	I	B	Per occurrence.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
13	Failure to adopt appropriate measures regarding improper occupation, unauthorized buildings, advertising prohibited by law and the presence of street vendors in the INTERCONNECTION SYSTEM.	II	C	Per occurrence.
14	Maintain operational buildings in disagreement with the provisions of the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per inspection.
15	Failure to provide the material resources necessary for the operation of the SAU System.	I	E	Per occurrence.
16	Fill out a user service report with missing information on incident details such as: service data or time or resources activated or measures adopted in the service.	I	B	Per report.
17	Failure to provide periodic training, by a qualified professional or company, with a certificate of participation, on emergency signaling, scheduled signaling, road operation, first aid, among others.	II	B	Up to 03 employees.
			C	More than 03 employees.
b.2. Operation of the Collection Control System – Per GANTRY				
1	Failure to make available the Operational Procedures Manuals for the GANTRIES, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT.	I	B	Make it available incomplete.
			C	Not make it available
2	Failure to comply with the technical, operational and administrative procedures described in the GANTRY Operations Manual referred to in the Notice	II	D	Per inspection.
3	Failure to meet the specifications contained in specific regulations regarding the Collection System.	II	D	Per GANTRY.
4	Failure to comply with the procedures for signaling the opening and closing of GANTRY lanes determined by the REGULATORY AUTHORITY throughout the CONCESSION period	I	D	Per occurrence.
5	Failure to provide basic and operational information on the telemetry of the Collection System equipment at the GANTRY, in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Per GANTRY.
6	Failure to update the operating procedures manuals, standards and guidelines, as per EXHIBIT 5.	II	B	Not include within the specified deadlines.
7	Develop activities to validate the information in the Collection Control System outside the physical premises of the INTERCONNECTION SYSTEM, in accordance with the CONTRACT, EXHIBITS and APPENDICES.	IV	F	Per infraction.
b.3. Operation of the Ventilation and Lighting System				
1	Failure to implement the Lighting System, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%)

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
2	Failure to adjust or update the Lighting System technology, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT.	II	F	For any equipment or component of the System.
3	Failure to implement the Ventilation System, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In design phase.
			F	Implementation not executed (0%).
4	Failure to adjust or update the Ventilation System technology, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT.	II	F	For any equipment or component of the System.
b.4. Operation of the Operational Control Center – CCO				
1	Failure to comply with the technical operational and administrative procedures described in the CCO Operations Manual referred to in the notice.	I	F	Per procedure
2	Failure to provide or provide information inappropriately to USERS, through equipment available in the INTERCONNECTION SYSTEM and interconnected to the CCO in real time.	II	C	Per occurrence.
3	Coordinate extraordinary events, through the CCO, involving special operations of any nature in the INTERCONNECTION SYSTEM, in disagreement with the CCO Operations Manual.	II	C	Per infraction.
4	Failure to make available in the CCO a database with “online” and “real time” operational information of the road system, including systems for USER service, tolls, inspection and maintenance.	II	C	Per occurrence.
5	Failure to make available in the CCO the CCO Operations Manual referred to in the notice, according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
b.5. Services for the preparation and implementation of extraordinary and emergency operational schemes				
1	Failure to adopt an operational scheme previously approved by the Agency to meet increased demand in special events, aiming to make the INTERCONNECTION SYSTEM capacity supply compatible with special demand characteristics.	II	C	Per operational scheme.
2	Failure to submit the special operational scheme to be adopted for prior assessment by the Authority.	I	E	Per operational scheme.
3	Failure to adopt an appropriate special operational scheme, providing for advance solutions that prevent the collapse of the installed capacity in the system, under the terms established in the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per operational scheme.
4	Failure to adopt appropriate measures to enter into agreements with entities and agencies responsible for traffic operations, in order to allow joint actions when necessary.	I	E	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Failure to adopt an adequate operational scheme to respond to emergency situations, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per operational scheme.
b.6. Support services for traffic inspection and ticketing of offenders				
1	Failure to provide the material resources necessary to support traffic inspection, such as those required for: technical analysis for authorizations of events in the INTERCONNECTION SYSTEM, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per infraction.
2	Failure to provide, in an adequate manner, support services for traffic inspection, such as technical analysis for authorizations of events in the INTERCONNECTION SYSTEM, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
3	Failure to provide support for monitoring and ticketing offenders related to vehicle inspection, documentation verification, ICMS verification, prevention of vehicle and cargo thefts and others, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per infraction.
4	Failure to provide, in an appropriate manner, support services for monitoring and ticketing offenders related to vehicle inspection, documentation verification, ICMS verification, prevention of vehicle and cargo thefts and others, in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
b.7. Compliance with the submission of information and recommendations from the Inspection				
1	Failure to comply with the recommendations regarding the Systems/Equipment made by the REGULATORY AUTHORITY, based on inspections carried out in the field or through equipment and systems, within the pre-established deadline, provided that they have been previously discussed with the CONCESSIONAIRE and are in accordance with the terms established in the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per infraction.
2	Failure to provide credible or correct information, statements and/or reports, within the required deadline, which allow the monitoring of data related to the services corresponding to the operational functions, as established in the CONTRACT, EXHIBITS and APPENDICES.	II	C	Per infraction.
3	Failure to send reports and/or information necessary for the calculation of PERFORMANCE INDICATORS, under the conditions and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per infraction.
4	Provide false or incorrect reports and/or information for the calculation of PERFORMANCE INDICATORS, under the conditions and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	II	B	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Provide false or incorrect reports and/or information to DER/SP and/or the REGULATORY AUTHORITY about DEFAULTING USERS for the calculation of DEFAULT COMPENSATION under the conditions and deadlines established in EXHIBIT 20, except in cases of fraud committed by the USER.	I	A	Up to 0.1% of the total number of tickets reported
		III	D	From 0.5% to 5% of the total number of tickets reported
		III	F	From 5% of the total number of tickets reported
6	Send information with records of evasion more than 10 (ten) days in advance of the date of the submission of the reports required by EXHIBIT 20.	II	A	Per infraction.
b.8. Guidelines				
1	Failure to comply with requests, planning, guidelines, standards, design instructions, specifications, standards, regulations, indexes and parameters in accordance with deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per infraction.
2	Failure to submit, within the timeframe established by the REGULATORY AUTHORITY, additional or complementary information that the latter, reasonably and without implying significant additional burden for the CONCESSIONAIRE, formally requests.	I	E	Per request.
c. Maintenance				
1	Failure to perform the cleaning and/or conservation and/or maintenance necessary for the proper functioning of the operational buildings and ACCESS BUILDINGS.	I	B	Up to 03 items in the same building.
			C	More than 03 items in the same building.
2	Keep operational vehicles unmarked, with worn markings, unidentified or in poor condition, such as problems with tires, bodywork, paint, electrical, etc., or in non-compliance with traffic regulations.	II	B	Up to 02 vehicles
			C	03 Vehicles
			D	04 or more Vehicles
3	Keep equipment or materials for operating or signaling operational vehicles outdated or in poor condition.	I	B	Per vehicle.
4	Failure to provide a spare vehicle in the quantities and types that meet the need to maintain the quality and continuity of SAU services in the INTERCONNECTION SYSTEM.	II	D	Per light vehicle (IT/APH/Animal Seizure)
			F	Per heavy vehicle (GL/GM/GP/Pipa)
5	Failure to replace the traffic inspection vehicle or mechanical assistance vehicle within the timeframes provided for in the CONTRACT and EXHIBITS, according to the type of vehicle.	IV	B	Per vehicle.
6	Failure to replace an ambulance or light tow truck within the timeframes set forth in the CONTRACT and EXHIBITS, depending on the type of vehicle.	IV	D	Per vehicle.
7	Failure to replace an irrigation truck, a trailer for seizing large animals or heavy tow trucks within the timeframes set forth in the CONTRACT and EXHIBITS, depending on the type of vehicle.	IV	F	Per vehicle.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
8	Maintain a Collection System and other systems (MIP, etc. or any other system that may be adopted) with less than 100% operational capacity. (Violation characterized per GANTRY or system).	II	B	Within 2 (two) hours from the start of the failure, damage, problem, etc.
			C	Within 5 (five) hours from the start of the failure, damage, problem, etc.
			F	Within 24 (twenty-four) hours from the start of the failure, damage, problem, etc.
9	Radio System (Fixed, Mobile and Portable Stations) inoperative for a continuous period of more than 24 hours.	I	D	Per equipment.
10	Radio System (Repeater Stations) inoperative for a continuous period of more than 24 hours.	I	F	Per station.
11	Failure to fully and simultaneously meet all the requirements established in the contract for the Radio System.	II	C	Per infraction.
12	Failure to inform the REGULATORY AUTHORITY within 2 (two) hours of any equipment, system or functionality failure that compromises the operation of the data transmission system.	II	B	Per equipment, system or functionality.
13	The Equipment or Functionality of the Data Transmission System remains inoperative for a continuous period of more than 24 hours.	II	D	Per equipment or functionality.
14	Failure to fully and simultaneously meet all requirements established in the contract for the Data Transmission System.	II	C	Per infraction.
15	Failure to inform the REGULATORY AUTHORITY within 2 (two) hours of any changes or failures in the CCO equipment and/or systems.	II	B	Per equipment/system
16	The CCO equipment or functionality is inoperative for a continuous period.	II	C	Inoperability for a continuous period greater than 48 hours, up to 96 hours.
			D	Inoperability for a continuous period greater than 96 hours.
17	The Fixed Variable Message Panel is inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		I	D	Inoperability for a continuous period greater than up to 160 hours.
18	Failure to fully and simultaneously comply with all requirements established in the contract for the Variable Message Panel System.	II	C	Per infraction.
19	Keep the Lane Marking System inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		I	D	Inoperability for a continuous period greater than up to 160 hours.
20	Failure to fully and simultaneously meet all requirements established in the contract for the Lane Marking System	II	C	Per infraction.
21	Keep the User Emergency Communication System inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
		I	D	Inoperability for a continuous period greater than up to 160 hours.
22	Failure to fully and simultaneously meet all requirements established in the contract for the Emergency Communication System	II	C	Per infraction.
23	Keep the Megaphone System inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		I	D	Inoperability for a continuous period greater than up to 160 hours.
24	Failure to fully and simultaneously meet all the requirements established in the contract for the Megaphone System	II	C	Per infraction.
25	Keep the Travel Time Control System inoperative for a continuous period (per equipment).	II	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		II	D	Inoperability for a continuous period greater than up to 160 hours.
26	Failure to fully and simultaneously meet all requirements established in the contract for the Travel Time Control System	III	F	Per infraction.
27	Keep the Automatic Barrier System inoperative for a continuous period (per equipment).	II	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		II	D	Inoperability for a continuous period greater than up to 160 hours.
28	Failure to fully and simultaneously meet all the requirements established in the contract for the Automatic Barrier System	III	F	Per infraction.
29	Keep the Traffic Sensing System inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		I	D	Inoperability for a continuous period greater than up to 160 hours.
30	Failure to fully and simultaneously meet all requirements established in the contract for the Traffic Sensing System	II	C	Per infraction.
31	Keep the CCTV Traffic Monitoring System inoperative for a continuous period (per equipment).	I	C	Inoperability for a continuous period greater than 96 hours, up to 160 hours.
		I	D	Inoperability for a continuous period greater than up to 160 hours.
32	Failure to fully and simultaneously meet all requirements established in the contract for the CCTV Traffic Monitoring System	II	C	Per infraction.
33	Failure to inform the REGULATORY AUTHORITY within 2 (two) hours of any equipment, system or functionality failure that compromises the operation of the Fire Detection and Alarm System.	II	B	Per equipment, system or functionality.
34	The Equipment or Functionality of the Fire Detection and Alarm System remains inoperative for a continuous period of more than 24 hours.	II	D	Per equipment or functionality.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
35	Failure to fully and simultaneously meet all requirements established in the contract for the Fire Detection and Alarm System.	II	C	Per infraction.
36	Failure to inform the REGULATORY AUTHORITY within 2 (two) hours of any equipment, system or functionality failure that compromises the operation of the Ventilation system.	II	B	Per equipment, system or functionality.
37	The Equipment or Functionality of the Ventilation system remains inoperative for a continuous period of more than 24 hours.	II	D	Per equipment or functionality.
38	Failure to fully and simultaneously meet all the requirements established in the contract for the Ventilation system	II	C	Per infraction.
39	Failure to inform the REGULATORY AUTHORITY within 2 (two) hours of any equipment, system or functionality failure that compromises the operation of the Supervision and Control System.	II	B	Per equipment, system or functionality.
40	The Equipment or Functionality of the Supervision and Control System remains inoperative for a continuous period of more than 24 hours.	II	D	Per equipment or functionality.
41	Failure to fully and simultaneously meet all the requirements established in the contract for the Supervision and Control System.	II	C	Per infraction.
42	Keep the height detector inoperative.	I	C	Per occurrence
43	Keep the Operational Vehicle Monitoring and Geopositioning System inoperative.	I	D	Up to 02 vehicles
			E	03 Vehicles
			F	04 or more Vehicles
44	Keep the Vehicle License Plate Reading and Decoding System inoperative. (Violation characterized by equipment).	I	B	Not taking steps to restore full operability within 4 hours.
			C	Not presenting a schedule for restoring full operability within 12 hours.
			D	Not restoring full operability within 5 days.
45	Failure to comply with the determinations on systems/equipment made by the REGULATORY AUTHORITY, or published through Technical Specifications or official documents, provided that such determinations are within the terms established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per default of determination.
46	Keep the Communication System with the USER via Wireless Data Network with a performance index lower than 90% in any section of the ROAD SYSTEM.	III	C	If less than 90% to 80% of the calls made by the inspection are classified as adequate
			D	If less than 80% to 70% of the calls made by the inspection are classified as adequate
			E	If less than 70% of the calls made by the inspection are classified as adequate.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
47	Failure to fully and simultaneously meet all requirements established in the contract for the USER Communication System via Wireless Data Network.	III	C	Per infraction.
48	Keep the Traffic Sensing System transmitting false or incorrect information, uncalibrated or lacking maintenance, in disagreement with the technical specifications and procedures established by the REGULATORY AUTHORITY.	II	C	Per equipment.
49	USER Communication System via Wireless Data Network with an availability rate of Wireless Access Points for a continuous period greater than or equal to 96 (ninety-six) hours.	II	D	If the availability index is less than 80% and up to 70% for a continuous period greater than or equal to 96 hours.
			E	If the availability index is less than 70% for a continuous period greater than or equal to 96 hours.
50	Keeping the Travel Time Control System transmitting false or incorrect information, uncalibrated or lacking maintenance, in disagreement with the technical specifications and procedures established by the REGULATORY AUTHORITY.	III	D	Per equipment.
51	Lack of on-site attendant at the SAU Station, when the existing remote service equipment (teleservice) is found to be inoperative.	I	E	Per occurrence
52	Failure to fully and simultaneously meet all the requirements established in the contract for remote service equipment (teleservice)	I	B	Per occurrence
c.1. Speed Control System				
1	Failure to send to the DER and REGULATORY AUTHORITY copies of the Verification Certificates issued by the competent body within the deadlines and conditions stipulated by the REGULATORY AUTHORITY (Violation characterized by equipment).	II	D	Delay of 5 hours
			E	Delay for more than 5 hours
2	Failure to perform technical studies aimed at the implementation or relocation of Fixed Speed Control Points, respecting the methodology and deadlines defined by the REGULATORY AUTHORITY.	II	C	Failure to comply with deadlines for modifications established in technical studies presented.
			D	Failure to meet deadlines for the initial submission of technical studies.
3	Maintain the monthly rate of use of violation records below the limit required by the GRANTING AUTHORITY and/or REGULATORY AUTHORITY and/or DER/SP, according to criteria established by the latter. (Per equipment).	III	D	Up to 5% below the limit.
			E	Above 5% and up to 10% below the limit.
			F	More than 10% below the limit.
4	Failure to respect the maximum monthly limit of inoperability of the Speed Control System, as established by the CONTRACT, EXHIBITS and APPENDICES. (Per Equipment)	III	D	If, during the period of 1 month, the equipment's inoperability time is between 8 (eight) and 24 (twenty-four) hours.
			E	If, during the period of 1 month, the equipment's inoperability time between 24 (twenty-four) hours 48 (forty-eight) hours.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
			F	If, during the period of 1 month, the equipment's inoperability time is equal or higher than 48 (forty-eight) hours.
5	Send infraction records to the GRANTING AUTHORITY with irregularities in the numerical sequence of the records.	II	D	Up to 10 occurrences of irregularities within a period of 1 month.
			E	From 11 to 30 occurrences of irregularities within a period of 1 month.
			F	More than 30 occurrences of irregularities within a period of 1 month.
6	Failure to comply with the legal requirements of the competent agencies when carrying out maintenance actions on the equipment that make up the Speed Control System.	III	F	Per non-compliance.
7	Failure to complete the relocation of fixed speed control points, including the approval of the equipment by the GRANTING AUTHORITY and the publication of the act in the State Official Gazette, according to the schedule agreed with the REGULATORY AUTHORITY (Infraction characterized by a traffic lane to be monitored at the new location of implementation).	II	C	Delay of more than 03 to 10 days.
			D	Delay for more than 10 days
8	Include erroneous information in the data check or in the file name of the infraction records, resulting in the undue issuance of infraction notices by the GRANTING AUTHORITY.	III	D	Up to 100 incorrect infraction notices issued within a period of 1 month.
			E	From 101 to 200 incorrect infraction notices issued within a period of 1 month.
			F	More than 200 incorrect infraction notices issued within a period of 1 month.
9	Failure to fully and simultaneously meet all the requirements established in the contract for the Speed Control System.	II	C	Per non-compliance.
c.2 Non-metrological equipment for recording violations of the CTB (toll evasion monitoring and other non-metrological equipment)				
1	Not fully comply with current legislation, or with the requirements, specifications, procedures and quality standards defined by the REGULATORY AUTHORITY and/or the GRANTING AUTHORITY.	II	C	Per non-compliance.
d. Signaling and Safety Management				
1	Failure to submit the Accident Reduction Program (PRA) within the deadlines established by the REGULATORY AUTHORITY.	II	B	Deliver with a delay of up to 7 (seven) days.
			C	Deliver with a delay of more than 7 (seven) days up to 30 (thirty) days
			F	Deliver with a delay of more than 30 (thirty) days or not to deliver at all. PRA.
2	Submit the Accident Reduction Program (PRA) report incomplete or outside the Standard established by the REGULATORY AUTHORITY.	II	E	Per report.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
3	Failure to submit the monthly monitoring report of the Accident Reduction Program (PRA).	I	B	Deliver with a delay of up to 07 (seven) days
		I	F	Deliver with a delay of more than 07 (seven) days or not to deliver at all.
4	Failure to submit the monthly monitoring report of the Accident Reduction Program (PRA) incomplete or outside the standard established by the REGULATORY AUTHORITY.	I	F	Per report.
5	Failure to fully carry out the actions proposed in the Accident Reduction Program (PRA), according to the Schedule proposed by the CONCESSIONAIRE.	II	C	Perform with a delay of up to 30 (thirty) days.
			F	Not perform or perform with a delay of more than 30 (thirty) days.
6	Failure to submit studies/technical reports for the implementation of fixed speed control equipment, pedestrian crossings, cycle paths, sidewalks and/or bus stops, in accordance with the terms and deadlines established in accordance with the CONTRACT, EXHIBITS and APPENDICES or within the deadline established by the REGULATORY AUTHORITY	II	B	Deliver with a delay of up to 7 (seven) days.
			C	Deliver with a delay of more than 7 (seven) days up to 30 (thirty) days
			F	Deliver with a delay of more than 30 (thirty) days or not to deliver studies/report.
7	Submit studies/technical reports for the implementation of fixed speed control equipment, pedestrian crossings, cycle paths, paving and/or incomplete bus stops or those that do not meet the standards established by the REGULATORY AUTHORITY.	II	E	Per study/report.
8	Failure to implement fixed speed control equipment, pedestrian crossings, cycle paths, paving and bus stops accompanied by the respective signage provided for in the project within the deadlines established by the REGULATORY AAUTHORITY.	II	E	In case of partial implementation, by the agreed date.
		II	F	Non-implementation (full) by the agreed date.
9	Failure to submit complete signaling projects, auxiliary devices and/or continuous protection devices, in accordance with the terms and deadlines established and in compliance with the CONTRACT, EXHIBITS and APPENDICES or schedule approved by the REGULATORY AUTHORITY.	II	B	Deliver with a delay of up to 7 (seven) days.
			C	Deliver with a delay of more than 7 (seven) days up to 30 (thirty) days
			F	Deliver with a delay of more than 30 (thirty) days or not to deliver
10	Failure to implement complete projects for signage, auxiliary devices and/or continuous protection devices, in accordance with the stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	III	C	Partial implementation, by the agreed date, by schedule stage.
			F	Non-implementation (in full), by the agreed date, by schedule stage.
11	Install signage, auxiliary devices and/or protective devices that are not in accordance with the project approved by the REGULATORY AUTHORITY or, in the case of approval exclusively by an accredited company, in disagreement with the applicable standards.	I	C	Per non-conformity detected.
12	Failure to comply with the recommendations made by the REGULATORY AUTHORITY within the deadline defined in the contract, in schedules, or expressly stipulated, for carrying out actions, executing services and/or installing elements necessary for road safety, demonstrated in records made by the Agency's inspection.	II	D	Partial non-compliance with the recommendations of the REGULATORY AUTHORITY.
			F	Full non-compliance with the recommendations of the REGULATORY AUTHORITY.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
13	Failure to repaint or reapply horizontal signage (ground painting), under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, whenever it is detected that the longitudinal horizontal signage has a retroreflectance index lower than that established in EXHIBIT 6 or is excessively worn. Assessment by segments, each with an extension of 1 kilometer.	I	C	Per violation, each segment considered.
14	Not to repaint or reapply horizontal signage (ground painting), under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, whenever it is detected that the horizontal transversal signage – road markings (legends, symbols, pictograms, transverse stripes, channeling markings and others) have a retroreflectance index lower than that established in EXHIBIT 6 or is excessively worn. Assessment by road marking with deficiencies.	I	B	Per violation, each mark considered.
15	Not to replace or change, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, regulatory and/or warning signage and/or alert signage device	I	F	Per plate/device unit.
16	Not to replace or change, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, any signage, except for regulatory and/or warning signage and/or alert signage devices.	I	F	Per plate unit
17	Install signage, hazard markers or alignment markers in a paved area characterized as a track, including islands and fictitious flowerbeds, even in a neutral area, or installing them in disagreement with the standards/manuals and/or specifications of the REGULATORY AUTHORITY. Violation completed at the time of discovery.	I	C	Per plate/marker unit
18	Failure to install, maintain or replace the identification of the REGULATORY AUTHORITY Registration (RA) and/or date of manufacture on the back of the plates that make up the vertical signage, in accordance with the specifications of the REGULATORY AUTHORITY. Violation completed at the time of discovery.	I	B	Per plate/device unit.
19	Failure to remove, within the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, gantries and/or semi-gantries in metal structures or any other structures that pose a risk to the USER	I	F	Per unit
20	Failure to replace, within the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, the metal gantries and/or semi-gantries supporting overhead vertical signaling plates.	I	F	Per unit
21	Not to replace or change, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, studs, studs, markers, delineators and delimiting cylinders, which complement the longitudinal horizontal signaling (edge lines, centerlines, continuity lines and others). Assessment by segments, each with an extension of 1 kilometer.	I	C	For violation, each segment considered.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
22	Failure to replace or change, within the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, the delimiting devices, including studs, studs (which complement the horizontal transversal signaling – road markings (legends, symbols, pictograms, transversal strips, channeling marks and others), bollards, delineators, reflective films of the supports of the guardrails, delimiting cylinders and also the reflective films of the point containment devices. Assessment by unit of missing or deficient element.	I	B	Per Infraction, each missing or deficient element is considered.
23	Failure to replace, change or repair, within the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, the components that compromise the functionality of traffic light signaling and other components. Condition valid for intersections or traffic light crossings.	I	F	Per focus group.
24	Failure to adequately implement longitudinal horizontal signaling (edge lines, centerlines, continuity lines and others) in a section of the INTERCONNECTION SYSTEM, resurfaced or in places or repaired released to the traffic, contrary to the provisions of the CTB, and/or guidelines established in the signage manuals or technical specifications. Assessment by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer markers. Violation completed at the time of discovery.	I	D	Non-Implementation – Per each segment considered for violation.
			C	Partial Implementation – Per each segment considered for violation.
25	Failure to adequately implement horizontal transversal signage – Road Markings (legends, symbols, pictograms, transversal strips, channeling marks and others) on a constructed, resurfaced or existing stretch open to traffic, contrary to the provisions of the CTB, and/or guidelines established in the signage manuals or technical specifications. Assessment by road marking with deficiencies. Violation completed at the time of discovery.	I	C	Non-Implementation – Per each mark considered for violation.
		I	B	Partial Implementation – Per each mark considered for violation.
26	Failure to adequately implement vertical signage on a constructed, resurfaced or existing stretch open to traffic, contrary to the provisions of the CTB, and/or guidelines established in the signage manuals or technical specifications Evaluated per unit of plate not implanted and/or in disagreement with Standards and Manuals.	I	B	Per unit of plate not implanted or implanted in disagreement.
27	Failure to install, or installation in violation of manuals and standards, traffic signs or devices for temporary use in sections or locations undergoing scheduled construction work or in sections or locations with emergency conservation/maintenance services. Violation completed at the time of discovery.	II	D	In case of partial implementation of signs/devices.
			E	In case of implementation of signs/devices in violation of standards and manuals in the section in question.
			F	In the case of failure to implement signs/devices in the section in question.
28	Failure to comply with the guidelines, standards, specifications, regulations, indexes and parameters stipulated in the CONTRACT, EXHIBITS and APPENDICES	II	F	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
29	Failure to clean bollards, delineators, reflective films on the supports of the defenses and/or delimiting cylinders, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per activity/regularity established.
30	Failure to clean vertical ground and aerial signage, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per activity/regularity established.
31	Failure to clean bollards, delineators, film and/or delimiting cylinders, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per activity/regularity established.
32	Failure to notify the REGULATORY AUTHORITY in advance of Educational Campaigns and/or Actions carried out with USERS.	I	B	Per campaign.
33	Failure to maintain complete and updated monthly records of signage, auxiliary devices and continuous protection devices (applied individually for each type of record).	III	E	Per record.
34	Failure to assess, within the periodicity stipulated in EXHIBIT 6, the retroreflectance indexes of 100% of the horizontal signage (including devices, marginal roads and exit and entry ramps), according to the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES. (Per Assessment is understood as the work in the field until the presentation of the final report).	I	D	Failure to meet the schedule.
		II	D	Failure to meet the specifications of the Contract.
		II	D	Partial Assessment.
			F	Failure to assess within 30 (thirty) days of the deadline stipulated in the schedule.
35	Failure to submit the retroreflectance report of the revitalized horizontal signage, within the deadline and models defined by the REGULATORY AUTHORITIES	II	C	Failure to assess or partially assess.
36	Failure to assess, within the periodicity stipulated in EXHIBIT 6, the 100% retroreflectance indices of the vertical signaling of the INTERCONNECTION SYSTEM in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES (Per Assessment is understood as the work in the field until the presentation of the final report)	I	D	Failure to meet the schedule.
		II	D	Failure to meet the specifications of the Contract.
		II	D	Partial Assessment.
			F	Failure to assess within 30 (thirty) days of the deadline stipulated in the schedule.
37	Failure to prepare or submit an assessment report on road containment devices and anti-glare devices regarding compliance with current standards when requested by the REGULATORY AUTHORITY and/or failure to submit a schedule for implementing corrections in accordance with the deadlines and stages of the established schedules and in accordance with the CONTRACT, EXHIBITS and APPENDICES.	II	D	Submit incomplete.
		II	F	Fail to submit within the established deadline.
38	Failure to adapt or implement longitudinal road containment devices and/or anti-glare devices in risk locations and/or locations that do not comply with the specifications and standards contained in the relevant technical standards, in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES. Assessment by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer markers.	II	F	Each segment is considered per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
39	Failure to adapt or implement specific road containment devices in risky locations and/or locations that do not comply with the specifications and standards contained in the relevant technical standards, as per the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES. Assessed by specific device.	I	F	Per infraction (each specific device is considered).
40	Failure to file with the REGULATORY AUTHORITY, between November 1st and 10th of each year, the annual schedule of routine maintenance services stipulated in EXHIBIT 6 (cleaning of horizontal signage, cleaning of vertical signage and warning signage devices, delimiting devices, cleaning of channeling devices, cleaning of temporary use devices and cleaning of traffic light signs). CONTRACT, EXHIBITS and APPENDICES. (Individually characterized infraction, with respect to each type of annual schedule)	I	D	File with a delay of up to 30 (thirty) days.
		I	F	File more than 30 (thirty) days late or not to file.
41	Failure to submit the first schedule of routine maintenance services by the deadline established by the REGULATORY AUTHORITY (Individually characterized infraction, with respect to each type of annual schedule)	I	D	File with a delay of up to 30 (thirty) days.
			F	File more than 30 (thirty) days late or not to file.
42	Failure to file with the REGULATORY AUTHORITY the monthly schedule of routine maintenance services stipulated in EXHIBIT 6, between the 1st and 10th of the month preceding the schedule (Cleaning of horizontal signage, Cleaning of vertical signage and warning signaling devices, delimiting devices, cleaning of channeling devices, cleaning of temporary use devices and cleaning of traffic light signaling). (Individually characterized infraction, with respect to each type of schedule)	I	B	File with a delay of up to 7 (seven) days.
			C	File with a delay of more than 7 (seven) days or not to file.
43	Failure to file with the REGULATORY AUTHORITY the monthly schedule of routine maintenance services stipulated in EXHIBIT 6, between the 1st and 10th of the month preceding the schedule (Cleaning of horizontal signage, Cleaning of vertical signage and warning signaling devices, delimiting devices, cleaning of channeling devices, cleaning of temporary use devices and cleaning of traffic light signaling). (Individually characterized infraction, with respect to each type of schedule)	I	D	File with a delay of up to 30 (thirty) days.
		I	F	File more than 30 (thirty) days late or not to file.
44	Failure to file with the REGULATORY AUTHORITY, between November 1st and 10th of each year, the annual schedule of retroreflectance assessment services of horizontal signage or vertical signage. (Individually characterized infraction, with respect to each type of programming)	I	B	File with a delay of up to 7 (seven) days.
			C	Filed with a delay of more than 7 (seven) days or not filed.
45	Failure to repair, or repair in disagreement with the standards and manuals, damaged horizontal signage (longitudinal and/or transversal), even if on a provisional basis, in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES (measured by point of occurrence).	I	B	Per infraction (each point is considered).
46	Failure to remove or partially remove conflicting or unnecessary horizontal longitudinal signage (edge lines, center lines, continuity lines and others) in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES. Assessment by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer markers.	I	C	Per infraction (each point is considered).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
47	Not to remove or partially remove horizontal transversal signaling – Road Markings (legends, symbols, pictograms, transversal strips, channeling marks and others) that are conflicting or unnecessary, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES. Assessment by road marking with deficiencies.	I	B	Per violation considered by mark.
48	Use paint and/or other material not approved in Manuals and Standards for covering Longitudinal signaling (edge lines, axis, continuity lines and others). Assessment by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer markers. Violation completed at the time of discovery.	I	C	Per violation (each segment considered).
49	Use paint and/or other material not approved in Manuals and Standards for covering Horizontal Transverse signaling – Road Markings (legends, symbols, pictograms, transverse stripes, channeling marks and others). Assessment by road marking with deficiencies. Violation completed at the time of discovery	I	B	Per violation (each mark considered).
50	Not to temporarily install vertical signage on the ground, in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, for regulation or warning purposes until the definitive implementation of the Aerial Signaling.	I	F	Per plate/device unit.
51	Not to temporarily install other types of vertical signage on the ground, in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, until the definitive implementation of the Aerial Signaling.	I	F	Per plate/device unit.
52	Not to clean or paint the Channeling Devices in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Failure to comply with the established activity/regularity.
53	Not to replace damaged prisms or segregators, in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	B	Per unit
54	Not to clean the Temporary Use Devices in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Failure to comply with the established activity/regularity.
55	Failure to replace or supplement temporary use devices with low retroreflectance, deteriorated, vandalized, out of standard, not in accordance with manuals or missing, according to the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	B	Per device unit.
56	Failure to clean the Traffic Light Signals, according to the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Failure to comply with the established activity/regularity.
57	Present more than 5% of the longitudinal horizontal signaling (evaluated per kilometer of signaling) checked every six months with a retroreflectance index with values lower than those established in the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per verification.
58	Present more than 5% of the horizontal signaling – road markings (evaluated per unit) checked every six months with a retroreflectance index with values lower than those established in the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per verification.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
59	Failure to maintain the minimum retroreflection of longitudinal horizontal signaling (assessed per kilometer of signaling) without the need for repainting in an interval of less than one year, in the minimum percentages stipulated in CONTRACT, EXHIBITS and APPENDICES. Assessed on the total extension of the signaling and the repainting rate obtained in the period of 12 months.	II	F	Per verification.
60	Failure to maintain the minimum retroreflection of transversal horizontal signaling – road markings (assessed per unit) without the need for repainting in an interval of less than one year, in the minimum percentages stipulated in CONTRACT, EXHIBITS and APPENDICES. Assessed on the total number of markings and the repainting rate obtained in the period of 12 months.	II	F	Per verification.
61	Present more than 2% of the vertical signaling plates checked annually with a retroreflection index with values lower than that established in ABNT technical standards.	II	F	Per verification.
62	Failure to comply with the Intervention Plan according to the terms and deadlines established in EXHIBIT 5.	III	D	Not partially complying with the approved Plan.
			F	Not complying with the approved Plan (in full).
			F	Failure to submit the plan and/or execute works that require PISR without prior authorization and/or approval from the REGULATORY AUTHORITY.
63	Failure to submit documents and/or information requested by the REGULATORY AUTHORITY within the deadlines and models formally defined and/or by law.	I	B	Per request.
64	Submit documents and/or reports with incomplete and/or inconsistent information, causing harm and/or delay in the execution of inspection activities.	I	B	Per document/report.
65	Perform services in periods other than those informed in the annual and/or monthly schedules, hindering and/or damaging the inspection process.	I	B	Per scheduled service.
66	Failure to maintain the INTERCONNECTION SYSTEM in perfect order and location in accordance with the expropriation (analysis by segment with a maximum length of 1 kilometer, defined between two sequential kilometer markers, separated by direction, or by central median, if applicable).	I	D	Per segment.
67	Failure to ensure the integrity of the INTERCONNECTION SYSTEM, taking all appropriate and necessary measures and actions to keep it in perfect order, without invasion and properly surrounded by walls, wire fences or fences. (analysis by assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer markers, separated by direction, or by a central reservation, if applicable).	II	D	Per segment.
68	Permit or failure to act to prevent the use of the INTERCONNECTION SYSTEM in a manner inconsistent with its purpose.	II	F	Per verification.
69	Failure to submit the Operational Management Plan within the established deadline (Violation characterized by plan).	III	F	Per occurrence.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
70	Failure to submit revisions of the Operational Management Plan within the established deadline (Violation characterized by review).	III	F	Per occurrence.
71	Submit a study or technical report to the REGULATORY AUTHORITY without the Technical Responsibility Certificate – ART from the person responsible for the study or project.	I	F	Per report.
72	Failure to perform conservation/maintenance work, as per EXHIBIT 5	II	D	Per event / per sign or meter of horizontal signaling
73	Failure to maintain an updated "as-built" project available for access by the REGULATORY AUTHORITY, under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	II	B	Per occupation.
74	Failure to provide monthly footage of 100% of the lot granted, as per the parameters set forth in EXHIBIT 6	II	C	Partially Available
			D	Not make it available
e. INFORMATION CONTROL CENTER				
1	Failure to provide the REGULATORY AUTHORITY with username and password pairs for the systems set forth in APPENDIX C, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	A	Per System.
2	Failure to provide access to the EXHIBIT 5 0800 telephone system database under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
3	Failure to submit username and password pairs to the REGULATORY AUTHORITY for the systems provided for in EXHIBIT 5 within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	A	Per System.
4	Failure to send the information provided for in the EXHIBIT 5 Information System within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	A	Per infraction.
7.2. Services corresponding to the Investment, Conservation and Maintenance Functions				
Studies and Projects				
1	Failure to submit a FUNCTIONAL PROJECT (when required), EXECUTIVE PROJECT and/or “As Built” documentation under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per violation and, in the case of EXECUTIVE PROJECT, due to project discipline.
2	Failure to submit a GRID document (Document Index Shipping Guide), under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
3	Failure to meet the deadlines for reviewing FUNCTIONAL PROJECTS, EXECUTIVE PROJECTS and/or “As Built” documentation, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per violation and, in the case of EXECUTIVE PROJECT, due to project discipline.
4	Failure to submit monthly controls of the operational performance observed in the last twelve consecutive months to identify the service levels of the system section according to the deadlines and stages of the established schedules and in compliance with CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Failure to submit projects for capacity expansion and/or demand reallocation solutions within a maximum period of three months.	I	F	Per project.
6	Failure to execute the standards and specifications for the GANTRY under the conditions and deadlines set forth in EXHIBIT 7.	IV	F	Per GANTRY.
7	Failure to submit the EXECUTIVE PROJECT for walkways, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
8	Failure to submit, within 15 days, a response to the information requested by the REGULATORY AUTHORITY regarding third-party demands.	I	E	Per request.
9	Failure to obtain timely final approval of the FUNCTIONAL PROJECT documentation (when required) and/or "As Built" documentation, under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
10	Failure to submit, within the timeframe established by the REGULATORY AUTHORITY, additional or complementary information that the latter, reasonably and without implying significant additional burden for the CONCESSIONAIRE, formally requests.	I	E	Per request.
11	Failure to submit to the REGULATORY AUTHORITY, at least 180 (one hundred and eighty) days before the start date of the implementation works, all the elements and documents necessary for issuing the appropriate DECLARATION OF PUBLIC UTILITY and/or DECLARATION OF SOCIAL INTEREST to the GRANTING AUTHORITY.	I	E	Per infraction.
12	Submit an EXECUTIVE PROJECT – even if accompanied by the respective Quality Certificate – that does not comply with current regulations, contractual or legal provisions, or that compromises the integrity and security of the USER.	I	E	Per infraction.
13	Submit an EXECUTIVE PROJECT – even if accompanied by the respective Quality Certificate – that is not in accordance with the previously approved FUNCTIONAL PROJECT, without prior consent from the REGULATORY AUTHORITY.	I	E	Per infraction.
14	Failure to submit a Quality Certificate for the EXECUTIVE PROJECT, under the terms and deadlines set forth in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
15	Failure to submit the Implementation and Development Plan for EXECUTIVE PROJECTS in BIM (PD-BIM) under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
16	Failure to comply with the guidelines for developing EXECUTIVE PROJECTS in BIM modeling under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
17	Failure to periodically update the BIM Models, based on the progress of the works under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
18	Conceal relevant information and/or fail to correct operational problems in the systems implemented and/or present false and/or incorrect information about the progress of the works and quality control in the electronic management systems and/or SIGSIS system and/or BIM model and/or "As Built" documentation, under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
19	Failure to carry out digital monitoring of the progress of the works, through topographic survey with 3D Scanner and aerial photo, under the terms and deadlines set out in CONTRACT, EXHIBITS and APPENDICES	I	E	Per infraction.
20	Failure to submit a slope monitoring report under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
21	Failure to submit an initial topographic survey of the system under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
22	Failure to submit a study report for the adequacy of the drainage system under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
23	Failure to input information into the CONCESSION's digital systems under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per occurrence.
24	Failure to update information into the CONCESSION's digital systems under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per occurrence.
25	Failure to comply with the schedule established in the PDBIM under the terms and deadlines set forth in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
26	Perform signaling works with a project that does not comply with current standards and/or technical manuals and/or specifications of the REGULATORY AUTHORITY.	I	C	Per non-conformity detected.
Implementation and execution				
1	Failure to complete or to complete late the work on the URBAN ACCESSES on the Santos side, according to the current Physical and Executive Schedule.	-	-	Daily fine of BRL 1,255,769.01 with a limit of up to BRL 376,730,702.03 (base date of the CONTRACT)
2	Failure to complete or to complete late the work on the URBAN ACCESSES on the Guarujá side, with the exception of the planned interventions on Av. Santos Dummont up to the connection with the SPA-248/055 highway at km 2.0 and the planned interventions on the connection with the main axis up to the existing device near the Santos Brasil Terminal, according to the current Physical and Executive Schedule.	-	-	Daily fine of BRL 449,887.80 with a limit of up to BRL 134,966,339.18 (base date of the CONTRACT)
3	Failure to complete or late completion of the IMMERSED TUNNEL project, according to the current Physical and Executive Schedule.	-	-	Daily fine of BRL 995,871.13 with a limit of up to BRL 298,761,339.80 (base date of the CONTRACT)
4	Failure to complete or late completion of the DRY DOCK project, according to the current Physical and Executive Schedule.	-	-	Daily fine of BRL 929,392.02 with a limit of up to BRL 278,817,607.16 (base date of the CONTRACT)

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Failure to complete or to complete late the implementation of other works, according to the current Physical and Executive Schedule.	V	F	Per construction work.
6	Failure to timely submit an INVESTMENT PLAN according to the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	B	Per infraction.
7	Failure to keep an updated INVESTMENT PLAN according to the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	B	Per infraction.
8	Failure to implement Systems according to the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICE C.	II	D	Per infraction.
9	Failure to implement a website according to the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per infraction.
10	Start or resume works to expand and/or improve the INTERCONNECTION SYSTEM, without prior issuance of a Declaration of Public Utility and/or Declaration of Social Interest, by the GRANTING AUTHORITY.	II	B	Per infraction.
11	Failure to present a Certificate of Quality of Works, according to the standards established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
12	Failure to execute works in accordance with projects approved by the REGULATORY AUTHORITY.	II	F	Per infraction.
Guidelines				
1	Failure to comply with requests, guidelines, standards, project instructions, specifications, patterns, regulations, indexes and parameters according to deadlines and/or stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per infraction.
2	Failure to present, within the deadline established by the REGULATORY AUTHORITY, additional or complementary information, provided that it does not imply a significant additional burden for the CONCESSIONAIRE and that it is formally requested.	I	E	Per request.
Repairs Determined by the REGULATORY AUTHORITY				
1	Failure to perform or partially perform repairs and/or failure to regularize nonconformities, when and in the manner determined by the REGULATORY AUTHORITY, under the terms of the CONTRACT and its EXHIBITS 5, 6 and 7.	II	F	Per occurrence.
Activities related to operational functions				
1	Failure to submit, within the timeframe established by the REGULATORY AUTHORITY, additional or complementary information that the latter, reasonably and without implying significant additional burden for the CONCESSIONAIRE, formally requests.	I	E	Per request.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
Specific Special Structures				
1	Failure to start executing the Program for the conservation and maintenance of specific special structures according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it and/or ET00.000.000-0-C21/002, or another ET that may replace it.	II	E	Per infraction.
2	Failure to complete executing the Program for the conservation and maintenance of specific special structures according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it and/or ET-00-0-C21/002, or another ET that may replace it.	II	E	Per infraction.
Environment, Health and Safety at Work				
1	Failure to request environmental licenses and authorizations within the timeframes compatible with the license analysis deadlines established by State Decree No. 47,400 on 12/04/2002 and/or environmental legislation.	IV	D	Per infraction.
2	Start operations without opening the environmental licensing process to obtain the Operating License.	IV	D	Per infraction.
3	Failure to implement the Risk Management Plan for accidents involving hazardous cargo.	III	C	Per infraction.
4	Failure to comply with the conditions of the authorizations and failure to recover support areas (loan areas, dump sites, construction sites, etc.) within the established timeframe and in accordance with the schedule and respective stages established between the parties.	III	C	Per each support area.
5	Failure to comply, within the appropriate timeframe, with the requirements for obtaining the licenses and authorizations necessary to carry out all activities that are the object of the CONCESSION, especially with regard to environmental protection	III	C	Per infraction.
6	Failure to submit requested documents and/or failure to provide information within the appropriate timeframes regarding environmental infraction reports, TCRAs for wildlife run over, disposal of solid waste, disposal of oils and greases, etc.	II	C	Per infraction.
7	Failure to develop an Environmental Management System and/or Occupational Health, Safety and Hygiene Management System and/or Environmental Construction Management Plan and/or failure to perform Environmental Supervision of Construction Sites within the timeframes established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per infraction.
8	Failure to implement an Environmental Management System and/or Occupational Health, Safety and Hygiene Management System and/or Environmental Construction Management Plan and/or failure to perform Environmental Supervision of Construction Sites within the timeframes established in CONTRACT, EXHIBITS and APPENDICES.	III	C	Per infraction.
9	Failure to recover environmental liabilities in accordance with the terms, stages and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	IV	F	Per environmental liability.
10	Failure to request authorization to apply herbicide in paved and/or covered areas.	III	C	Per authorization.
11	Apply herbicide in areas with vegetation.	IV	C	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
12	Failure to request authorization from the REGULATORY AUTHORITY to use a support area in the INTERCONNECTION SYSTEM area.	IV	F	Per support area.
13	Failure to properly dispose of construction waste.	IV	F	Per infraction.
14	Failure to implement noise mitigation structures and other mitigating measures, as established in the ENVIRONMENTAL LICENSES, CONTRACT, EXHIBITS and APPENDICES.	IV	F	Per infraction.
15	Failure to implement the Environmental Management Plan for Works and Occupational Health and Safety and/or Environmental Supervision of Works, within the deadlines established in the CONTRACT.	I	F	Per infraction.
16	Failure to recover Health and Safety non-conformities and/or Environmental Non-conformities in accordance with the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
17	Failure to submit monitoring reports to the REGULATORY AUTHORITY within the required deadline, as per the CONTRACT, EXHIBITS and APPENDICES.	III	E	Per report.
18	Failure to conduct stakeholder assessments through public consultation mechanisms within the required timeframe, as per CONTRACT, EXHIBITS and APPENDICES.	II	D	Per infraction.
19	Failure to submit to the REGULATORY AUTHORITY the Human Resources Policy as per CONTRACT, EXHIBITS and APPENDICES, as well as implement and maintain it.	II	D	Per infraction.
20	Failure to meet effluent discharge standards (when applicable) as per CONTRACT, EXHIBITS and APPENDICES.	I	C	Per infraction.
21	Failure to implement a compatible safety code in accordance with CONTRACT, EXHIBITS and APPENDICES.	I	C	Per infraction.
22	Failure to identify, assess and mitigate impacts on the environment in cases of interventions occurring outside the INTERCONNECTION SYSTEM and that are not licensed and/or authorized by the competent bodies.	III	E	Per occurrence.
23	Failure to perform, if decided by the REGULATORY AUTHORITY, any resettlement resulting from new investments within the scope of ORDINARY REVIEWS, or EXTRAORDINARY REVIEWS, as per CONTRACT, EXHIBITS and APPENDICES.	III	E	Per infraction.
24	Failure to perform specific studies related to environmental aspects, determined by the REGULATORY AUTHORITY, or failure to implement the measures established by the aforementioned specific studies, when environmental problems occur caused by activities performed by the CONCESSIONAIRE or companies contracted by it, such as noise harmful to neighboring communities, etc.	III	C	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
Pavement				
1	Failure to maintain the surface conditions of the pavement, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, per assessment segment with a maximum length of 300 meters, separated by direction, or by central reservation, if applicable.	I	B	Per assessment segment.
2	Failure to maintain the comfort conditions of the pavement surface, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES, for an assessment segment with a maximum length of 300 meters, separated by direction, or by a central reservation, if applicable.	I	B	Per assessment segment.
3	Failure to comply with the safety conditions, in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES, for an assessment segment with a maximum length of 300 meters, separated by direction, or by a central reservation, if applicable.	I	B	Per assessment segment.
4	Failure to maintain the noise conditions for the rolling of the pavement in accordance with the deadlines and stages of the established schedules and in compliance with the CONTRACT, EXHIBITS and APPENDICES, for an assessment segment with a maximum length of 300 meters, separated by direction, or by a central reservation, if applicable.	I	F	Per assessment segment.
5	Failure to submit, within the timeframe defined in the CONTRACT, EXHIBITS and APPENDICES, the Program with the deadlines for the execution of special conservation interventions for the various segments of the INTERCONNECTION SYSTEM.	I	F	Per infraction.
6	Failure to submit special pavement conservation projects, in accordance with the standards and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
7	Failure to submit a Pavement Monitoring report under the conditions and deadlines defined in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per report.
Flexible pavement				
1	Failure to carry out emergency repairs to potholes, holes or displacements within the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
2	Failure to perform definitive repairs by cutting out potholes, holes or displacements in the roadway, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to repair depressions where special structure meets, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
4	Failure to repair small depressions or settlements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per non-compliance.
5	Failure to replace damaged or moderately damaged roadway lining, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
6	Failure to seal cracks, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	B	Per infraction.
7	Failure to repair steps between the roadway and the paved or unpaved shoulder, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Rigid pavement				
1	Failure to perform emergency repairs to potholes or holes, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
2	Failure to perform definitive repairs with cutting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to repair depressions where special structure meets, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
4	Failure to clean or reseal joints and cracks, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES	I	B	Per infraction.
5	Failure to repair broken edges and slabs, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
Vegetation Cover				
1	Failure to perform manual or mechanized pruning of the covering, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	E	Per infraction.
2	Failure to remove the mass resulting from manual or mechanized pruning of the covering, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	D	Per infraction.
3	Failure to perform thinning of the vegetation covering, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	C	Per infraction.
4	Failure to perform weeding, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	B	Per infraction.
5	Failure to maintain firebreaks, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	C	Per infraction.
6	Failure to perform removal of pests, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	B	Per infraction.
7	Failure to perform maintenance of trees and shrubs, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	B	Per infraction.
8	Failure to perform cutting, pruning and removal of trees and shrubs, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or totally.	I	E	Per infraction.
9	Failure to perform cutting, pruning and removal of trees and shrubs that represent a danger to road safety, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	F	For non-compliance (tree/shrub).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
10	Failure to recover vegetation cover, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES, partially or fully.	I	C	Per non-compliance.
Cleaning				
1	Failure to remove and dispose of waste from operational and support facilities in an environmentally appropriate location, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	C	Per non-compliance.
2	Failure to remove garbage, solid waste, rubble or plant remains (e.g. branches, trunks, etc.) under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
3	Failure to clean and sweep paved areas subject to debris deposition, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
4	Failure to clean paved medians, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
5	Failure to remove or bury dead animals within the traffic lanes, under the terms and deadlines established in the CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance (dead animal).
6	Failure to remove or bury dead animals within the system, but outside the traffic lane, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance (dead animal).
7	Failure to perform general cleaning of channels and river cuts, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
Erosion				
1	Failure to perform emergency services in erosion from cuts or fills, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	F	Per non-compliance.
2	Failure to perform definitive restoration of erosion in cuts or fills, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	F	Per non-compliance.
3	Failure to implement a monitoring system for slopes/embankments prone to instability, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
Bus stops, monuments and public utilities				
1	Failure to correct/regularize damage/broken/poor condition, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
2	Failure to perform cleaning and sweeping, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
3	Failure to perform painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per activity partially performed and/or schedule not met
		II	F	Failure to perform activity

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
Graffiti				
1	Failure to remove graffiti, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
Lateral conformation				
1	Failure to perform lateral conformation to remove steps and regularize the terrain (lower-level terrain) along the side of the paved or unpaved shoulder, or between the shelter of the carriageway and the central reservation or on the side of the cloverleaf loops or other devices, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
Surface Drainage of Platform (considering the space between the toe of the cut and the crest of the embankment, inclusive, regardless of the distance between the drainage element and the carriageway)				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
2	Failure to repair or replace drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to perform lateral conformation whenever the unpaved lateral segment exceeds the height of the shoulder or central shelter, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
4	Failure to perform dredging of containment basins, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
5	Failure to unclog drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Surface Drainage Outside the Platform (considering the spaces outside the crest of the landfill or at the foot of the cut, exclusive)				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
2	Failure to perform cleaning in mountainous areas, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
3	Failure to repair or replace drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
4	Failure to unclog drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Manholes, galleries and drains				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
2	Failure to repair or replace drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to unclog drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
Catchment boxes				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.
2	Failure to repair or replace drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to unclog drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Tunnel drainage				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
2	Failure to repair or fix drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to unclog drainage elements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Retention boxes for leakage of hazardous products				
1	Failure to perform general cleaning, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
2	Failure to perform a monthly inspection, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
3	Failure to immediately transport leaked materials to a qualified and licensed disposal site, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
4	Failure to clear an element, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance.
Metal Defenses				
1	Failure to immediately signal (with cones, easels and tape) an element that poses a risk to USER safety and/or to remove it, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
2	Failure to perform repairs or replacements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance
3	Failure to adapt road containment devices and pre-existing flexible devices, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance
4	Failure to submit a spreadsheet and schedule detailing each element to be adapted and its location, extent of the device, service to be performed, extent of intervention in the existing device and date for execution, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per deadline not met

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Failure to perform a system analysis in order to identify points that, due to any changes (interventions, VDM, incidence of accidents, ETC) no longer require flexible road containment devices in order to meet the criteria and guidelines established in ABNT technical standards and other relevant standards in force at the time, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Failure to perform activity
6	Failure to perform cleaning, washing or painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per activity partially performed and/or schedule not met
		II	F	Failure to perform activity
Concrete Barriers (Fixed and Mobile)				
1	Failure to perform repairs or replacements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance
2	Failure to perform cleaning, washing or painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Perform the activity partially and/or not comply with the schedule.
		II	F	Failure to perform activity
3	Failure to provide immediate signaling (with cones, easels and tape) of a damaged device that poses a risk to the safety of USERS, within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	In case of partial implementation of signaling.
			F	In case of failure to implement (fully) adequate signaling in the section in question.
4	Failure to adapt road containment devices and pre-existing flexible devices, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance
5	Failure to submit a spreadsheet and schedule detailing each element to be adapted and its location, extent of the device, service to be performed, extent of intervention in the existing device and date for execution, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per deadline not met
6	Failure to perform a system analysis in order to identify points that, due to any changes (interventions, VDM, incidence of accidents, ETC) no longer require flexible road containment devices in order to meet the criteria and guidelines established in ABNT technical standards and other relevant standards in force at the time, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Failure to perform activity
Anti-glare devices				
1	Failure to perform repairs or replacements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per non-compliance
2	Failure to perform cleaning, washing or painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Perform the activity partially and/or not comply with the schedule.
		I	F	Failure to perform activity (fully).

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
3	Failure to immediately signal (with cones, easels and tape) a device that poses a risk to USER safety and/or to remove it, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	In case of partial implementation of signaling.
			F	In case of failure to implement (fully) adequate signaling in the section in question or failure to remove it within the established deadline.
Seals - Walls, Fences, Wire Mesh and Screens				
1	Failure to carry out repairs or replacements within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per infraction.
Sidewalks and Walkways				
1	Failure to build, alter or complete sidewalks within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Partial fulfillment of the activity.
		II	F	Failure to perform activity (fully)
2	Failure to carry out emergency repairs to potholes, holes or deformations on the surface of the sidewalk or walkway, within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
3	Failure to correct/regularize damage/broken/poor condition, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
4	Failure to perform cleaning and sweeping, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
5	Failure to correct/regularize the coefficient of friction, within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
6	Failure to perform painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per activity partially performed and/or schedule not met
		II	F	Failure to perform activity
Bike lanes				
1	Failure to carry out emergency repairs to potholes, holes or deformations on the surface of the bike lanes, within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
2	Failure to correct/regularize damage/broken/poor condition, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
3	Failure to perform cleaning and sweeping, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
Footbridges				
1	Failure to perform emergency repairs to potholes, holes or displacements in the surface of the sidewalk, footbridges or level pedestrian crossing, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.
2	Failure to correct/regularize damage/breakdown/poor condition in the floor, guardrail or fencing (cage), under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per occurrence.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
3	Failure to perform cleaning and sweeping, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per non-compliance.
4	Failure to perform painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	II	D	Per activity partially performed and/or schedule not met
		II	F	Failure to perform activity
Guardrails and balusters				
1	Failure to protect damaged elements within a maximum period of 24 (twenty-four) days, using cones, trestles and tape, and/or failure to complete repairs within the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
2	Failure to perform repairs or replacements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
3	Failure to perform cleaning, washing or painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Per infraction.
Impact Dampers and Road Containment Device Terminals				
1	Failure to provide immediate signaling of the site with cones, easels and tape and/or replacement, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
2	Failure to perform cleaning, washing or painting, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	D	Perform the activity partially and/or not comply with the schedule.
		I	F	Failure to perform activity (fully).
3	Failure to perform repairs or replacements, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per occurrence.
Structures				
1	Failure to clean internal drainage devices (horns on lost coffins), under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	E	Per infraction.
2	Failure to clean external drainage devices (on the platform and access devices), under the terms and deadlines established in the CONTRACT.	I	F	Per infraction.
3	Failure to paint or galvanize metal guardrails and balusters, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	B	Per infraction.
4	Failure to clean or paint surfaces exposed to traffic, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	B	Per infraction.
5	Failure to correct expansion joints under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per non-compliance.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
Buildings and Yards				
1	Failure to continuously perform preventive and corrective maintenance on operational and support buildings and yards in order to keep them in full operating conditions, under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	B	Per infraction.
Lighting				
1	Failure to replace, change or repair unlit, malfunctioning, burned out or missing light bulbs under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per light bulb.
Ventilation				
1	Failure to replace, change or repair equipment or parts of the ventilation system that are malfunctioning or missing under the terms and deadlines established in CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
Electrification				
1	Failure to maintain the conservation standard of high and low voltage lines, substations, transformers, generators and “No Break” systems compatible with the standard of the local electricity provider.	I	F	Per infraction.
Service Reports				
1	Failure to submit the Monthly Report of Routine Conservation Activities by the 10th business day of the month following the subject of the report, under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per report.
2	Failure to submit the Annual Drainage Report under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per report.
3	Failure to submit the Annual Schedule of Routine Conservation Services by the 10th business day of November of the year preceding the schedule under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per schedule
4	Failure to submit the Monthly Schedule of Routine Conservation Services by the 10th business day of the month preceding the schedule, under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	I	C	Per programming.
5	Failure to submit the Emergency Conservation/Maintenance Report within 24 hours after emergency occurrences, under the terms and deadlines stipulated in CONTRACT, EXHIBITS and APPENDICES.	III	B	Per report.
6	Failure to submit the RADA within the deadline stipulated by the REGULATORY AUTHORITY.	III	D	Per report.
7	Failure to submit the physical progress schedule before the start of the work or the rescheduling requested by the REGULATORY AUTHORITY.	I	C	Per schedule
8	Failure to submit monthly information on the environment and/or occupational health and safety, as per CONTRACT, EXHIBITS and APPENDICES.	I	D	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
7.3. Obligations Relating to Economic-Financial Aspects				
1. Failure to provide all information requested by the REGULATORY AUTHORITY				
1	Failure to submit, by the 5th business day of each month, the Financial Cash Flow, under the terms required by the REGULATORY AUTHORITY.	I	C	Per infraction.
2	Failure to submit, by the 5th business day of each month, a spreadsheet demonstrating the “Management Investments Made”, under the terms required by the REGULATORY AUTHORITY.	I	C	Per infraction.
3	Failure to submit, by the 5th business day of each month, the Collection Report corresponding to the 2nd fortnight of the previous month, under the required terms and in accordance with the document model made available by the REGULATORY AUTHORITY.	I	C	Per infraction.
4	Failure to submit, by the 5th business day of each month, a spreadsheet demonstrating inspection burdens, as well as a copy of payment receipts, under the terms required by the REGULATORY AUTHORITY.	I	C	Per infraction.
5	Failure to submit a demonstrative spreadsheet/ISSQN Calculation Report by the 5th business day of each month, under the terms required by the REGULATORY AUTHORITY.	I	C	Per infraction.
6	Failure to submit, by the 15th day of each month, a Financial Report (detailed information), under the required terms and in accordance with the document model made available by the REGULATORY AUTHORITY.	I	C	Per infraction.
7	Failure to submit, by the 15th business day of each month, a copy of the ISSQN payment slips and/or deposit receipts, as required by the REGULATORY AUTHORITY.	I	C	Per infraction.
8	Failure to submit, by the 20th day of each month, the Collection Report corresponding to the first fortnight of the month, under the terms required by the REGULATORY AUTHORITY and in accordance with the document model made available by the REGULATORY AUTHORITY.	I	C	Per infraction.
9	Failure to submit, by the 25th day of each month, monthly spreadsheets and accounting balance sheets relating to the items described below, under the terms required and in accordance with the models made available by the REGULATORY AUTHORITY: a. Projection of traffic volume and revenue; b. Consolidated traffic volume and toll revenue; c. Taxes, fees and duties d. Operating expenses e. Other operating and non-operating revenues; f. Financial revenues; g. Financial expenses; h. Intangible Assets/Investments; i. Fixed Assets/Investments; j. Depreciation/Amortization (<u>intangible</u>); k. Share capital; l. Financing (third-party capital); m. Income statement without financing; n. Income statement with financing;	I	E	Per item not complied with.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
	o. Cash flow without financing (economic data); p. Cash flow with financing (economic data); q. Indirect Cash Flow (Economic Data)			
10	Failure to submit by April 30 of each year financial statements for the fiscal year ended December 31 of the previous year, including the Management Report, Annual Balance Sheet, Income Statement, Source and Application of Funds Tables, balance sheet notes, opinion of the External Auditors and the Fiscal Council, if permanent or if installed in the respective fiscal year, and list of assets, under the terms required by the REGULATORY AUTHORITY.	I	F	Per infraction.
11	Failure to submit by August 31 of each year an Audited Report of the accounting situation including balance sheet, income statement corresponding to the semester ended on June 30, under the terms required by the REGULATORY AUTHORITY.	I	F	Per infraction.
12	Failure to submit updated information on the financial projections of the CONCESSION by March 31 and September 30, considering the actual results obtained since the beginning of the CONCESSION until the previous semester and the results projected until the end of the CONCESSION term, using the same models and criteria applied to prepare the financial projections included in the proposal, under the terms required by the REGULATORY AUTHORITY.	I	F	Per infraction.
13	Failure to submit, within the timeframe established by the REGULATORY AUTHORITY, additional or complementary information that the latter, reasonably and without implying significant additional burden for the CONCESSIONAIRE, formally requests.	I	B	Per request.
14	Failure to comply with the items of EXHIBIT 04 RATES for the start of COMMERCIAL OPERATION in the event that authorization is given under the terms of EXHIBIT 04.	I	E	Per infraction.
2. Insurance				
1	Failure to deliver certificates or new insurance policies, if any, with the amounts required in the CONTRACT, by the due date of the previous policy delivered.	I	F	Per certificate or policy not delivered.
3. Guarantees				
1	Failure to deliver letters of guarantee, public debt securities, certificates or new insurance policies, if any, with the amounts required in the CONTRACT, by the due date of the previous policy.	I	F	Per letter of guarantee, public debt security, certificate or policy not delivered.
4. Rate Base				
1	Charge TOLL RATES without approval or in amounts different from those set forth in the CONTRACT, EXHIBITS and APPENDICES.	III	E	Per GANTRY.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5. Accounting Records				
1	Failure to make accounting records in accordance with the specific standards, procedures and regulations issued by the competent accounting agencies/entities.	II	D	Per half-yearly balance sheet.
6. Inspection Burden				
1	Failure to make payments on the dates and terms set forth in the CONTRACT, EXHIBITS and APPENDICES.	II	F	Per infraction.
2	Make payments that are lower or that apply percentages lower than those provided for in the Contract, or using a calculation basis lower than the Total Gross Revenue and Public Consideration Due.	II	F	Per infraction.
7.4. Obligations related to Institutional Matters				
1. CONCESSION Assets				
1	Failure to keep the inventory and registration of assets linked to the CONCESSION up to date.	I	B	Per infraction.
2	Failure to submit a monthly report on the progress of expropriation processes or the establishment of administrative easements, as well as ongoing negotiations aimed at acquiring properties through direct negotiation.	I	A	Per infraction.
3	Failure to comply with contractual provisions regarding the sale of returnable assets.	I	F	Per infraction.
4	Failure to submit a video recording survey within the terms and deadlines defined in the CONTRACT, EXHIBITS and APPENDICES.	I	F	Per infraction.
5	Failure to transfer or neglect the transfer process, in favor of the Department of Highways of the State of São Paulo – DER/SP, of the ownership and/or possession of the properties that became part of the INTERCONNECTION SYSTEM.	II	D	Per infraction.
2. Corporate Acts				
1	Failure to submit the transfer of the CONCESSION or the corporate control of the CONCESSIONAIRE to the prior consent of the REGULATORY AUTHORITY.	I	F	Per infraction.
2	Failure to submit the performance of acts indicated in the CONTRACT as dependent on the prior consent of the REGULATORY AUTHORITY to the prior and express authorization of the REGULATORY AUTHORITY or perform them in disagreement with the authorization granted.	I	F	Per infraction.
3	Failure to report the performance of acts that depend on communication to the REGULATORY AUTHORITY, within 15 (fifteen) days after the consummation of the act, as established in the CONTRACT, EXHIBITS and APPENDICES.	I	B	Per infraction.
4	Proceed with the reduction of the share capital or acquire its own shares, during the entire term of the CONCESSION, without the prior and express authorization of the REGULATORY AUTHORITY.	I	F	Per infraction.

ITEM	INFRACTION	GROUP	LEVEL	CLASSIFICATION
5	Constitute as collateral for the financing contracted, the rights arising from the exploitation of the INTERCONNECTION SYSTEM, without prior and express authorization from the REGULATORY AUTHORITY or in disagreement with the authorization granted.	I	F	Per infraction.
6	Constitute as collateral for the financing contracted or as counter-guarantee for operations linked to the fulfillment of the obligations arising from the CONTRACT, the actions corresponding to the control of the CONCESSIONAIRE, without prior and express authorization from the REGULATORY AUTHORITY, or in disagreement with the authorization granted.	I	F	Per infraction.
7	Change the payment plan of the DEBT SERVICE of the financing instruments in foreign currency agreed, without prior consent from the REGULATORY AUTHORITY.	I	F	Per infraction.
7.5. Violations related to Non-Compliance with the Performance Indicators set forth in EXHIBIT 3				
1	Recurrent non-compliance with the same PERFORMANCE INDICATOR or INDEX in 6 (six) non-consecutive months in a 12-month period, as indicated in the QUARTERLY CSP CALCULATION REPORTS, according to the rules set forth in EXHIBIT 3.	IV	D	Per infraction.
2	Recurrent non-compliance with the same PERFORMANCE INDICATOR or INDEX in 3 (three) consecutive months, as indicated in the QUARTERLY CSP CALCULATION REPORTS, according to the rules set forth in EXHIBIT 3.	IV	E	Per infraction.
3	Obtain a quarterly result of CSP Services Provided equal to or less than 50% (fifty percent) (CSP<= 50%), according to the rules set forth in EXHIBIT 3.	IV	F	Per infraction.
7.6. Violation related to the hypothesis of expiration provided for in the CONTRACT				
1	Declaration of expiration	IV	F	Per infraction.
7.7 Signature of the INITIAL TRANSFER INSTRUMENT				
1	Refuse, without justification, to sign the INITIAL TRANSFER INSTRUMENT within the period provided for in the CONTRACT.	IV	E	Failure to sign on the pre-established date.