



EXPRESSION OF INTEREST PROCEDURE - EOI NO. 03/2025 CAAPP

NOTICE NO.01 - OPENING

I - THE OBJECT

1.1. The Companhia de Ativos Ambientais e Participações do Pará S.A. (CAAPP) hereby invites Expressions of Interest (EOIs) under the Business Opportunity modality (pursuant to Article 28, §3, II of Law No. 13,303/2016). This call aims to **invite proposals for resource mobilization** to support investments in CAAPP's structuring, institutional development, and market intelligence. Through this process, domestic and international legal entities active in the voluntary and/or compliance carbon markets will be selected for the commercialization of Emission Reduction (ER) certificates generated under the State of Pará's Jurisdictional REDD+ Program (JREDD), under the terms and conditions set forth in this Notice.

1.2. The commercialization of certificates generated under the Pará JREDD Program shall comply with the conditions set forth in this Notice and with applicable national legislation. The **advance sale or transfer** of credits that are not yet certified or issued by the relevant certifying entity is **strictly prohibited**.

1.2.1. The commercialization of certificates generated in the Pará JREDD **shall not be permitted**:

a) before the proof, through independent verification, and the approval of the results of the Jurisdictional REDD+ Program of the State of Pará, through the corresponding jurisdictional carbon credits **certification**, issuance and regular registration;

b) before the **conclusion** of the processes of Free, Prior and Informed Consent (FPIC) with potentially affected communities, under the terms of Convention No. 169 of the International Labour Organization (ILO), ensuring the participation of other governmental entities and civil society.

1.2.2. The provisions of the Emission Reduction Purchase Agreement ("ERPA") celebrated between CAAPP and the Emergent Forest Finance Accelerator, Inc. ("Emergent") (LEAF Coalition) must be observed, notably regarding the target price of US\$ 15.00 (fifteen US dollars) per unit, and the purchase preference over 12,000,000 (twelve million) ERs reserved and their priority of delivery, as well as compliance with the rules on buffers, leakages and any other retentions determined by the rules of the certification standard adopted by the jurisdictional methodology.



1.3. The partner-investor shall perform **intermediation activities** for the commercialization of the Pará JREDD Emission Reduction certificates with final national and international buyers, always conditional on the prior fulfillment of the conditions described above, covering, among other attributions:

- a) preparation and presentation of commercial strategies that ensure the efficient placement of credits in the market after their effective issuance;
- b) prospecting potential buyers, analyzing market opportunities and supporting contractual negotiations, always with the express reservation that the conclusion of the transactions depends on the fulfillment of the suspensive conditions;
- c) support to CAAPP in structuring sales models that guarantee transparency, socio-environmental integrity, adequate financial return to the State and fair benefit sharing with communities;
- d) full observance of the applicable regulatory conditionings, especially regarding the verification of results, issuance of credits and conclusion of the FPIC;
- e) monitoring the entire commercialization process, from the fulfillment of the suspensive conditions to the financial settlement, ensuring legal, regulatory and contractual compliance; and;
- f) support to CAAPP in the preparation of the necessary documents for the adequate negotiation process and conclusion of the commitment to buy and sell the assets.

1.4 This Notice provides for the selection of partner-investors for the intermediation and commercialization of the Emission Reduction certificates originating from the Pará JREDD, observing the retentions resulting from the ERPA celebrated with Emergent, the buffers, leakages and other retentions provided for by the applicable jurisdictional methodology.

1.4.1 Emission Reductions shall be certified and issued on an annual basis, corresponding to the respective monitoring and verification periods, with the exact volumes depending on the State of Pará's performance in reducing emissions from deforestation and forest degradation..

1.4.2 Provided there is compatibility between the proposals presented, CAAPP may select more than one partner-investor for the celebration of the legal transactions object of this Notice, in which case the volume of Emission Reductions to be commercialized will be subject to negotiation between the parties, with a view to obtaining the most advantageous proposal for CAAPP, as well as coordination and strategic alignment among the partner-investors.

1.4.3 Interested parties must indicate in their proposals any impediment or objection to the selection of more than one partner-investor vis-à-vis the intended model and, if applicable, the volume (minimum and/or maximum, as the case may be) of Emission Reductions necessary to ensure the viability of their proposal in all aspects, especially from a legal, economic-financial and technical-operational perspective.

1.4.4 Although there is the possibility of selecting more than one partner-investor, all must meet the qualification criteria established in this Notice, especially the proof of financial capacity and impeccable reputation, and must also **adopt minimum common rules** for intermediation and commercialization, to be defined by mutual agreement with CAAPP, in order to guarantee:

I – the preservation of the strategic unity of the Pará JREDD;

II – the harmonization of essential clauses (reference unit price, suspensive condition, respect for the ERPA, and compliance mechanisms);

III – transparency and traceability of operations in the international carbon market.

1.4.5 If the model allows for the selection of more than one partner-investor, the interested party must clearly indicate in its proposal the minimum conditions that must be respected by the other partner-investors if its proposal is selected, including, but not limited to, the rights to be exercised by the other partner-investors vis-à-vis the obligations and financial responsibilities to be assumed by each one of them (e.g., proposed governance structure, indicating voting rights, veto rights, and the eventual existence of a qualified quorum for deliberation on certain matters, right of priority, and right of preference).

1.5 The partner-investor to be selected will be responsible for making the necessary financial resources available to achieve the objectives foreseen in this Notice, and must provide the necessary legal structure for this in their respective proposal.

1.5.1 If more than one proposal foresees the possibility of selecting more than one partner-investor, the amount of own resources allocated to achieving the objectives foreseen in this Notice and the schedule for transferring resources may be considered in the classification of proposals by CAAPP.

1.5.2 Proposals for the selection of more than one partner-investor will be admitted even if they provide that the intermediation of commercialization will be exercised by only one of the partner-investors, in order to preserve the unification and coordination of efforts aiming at maximizing results, preserving the strategic unity of the Pará JREDD.



1.5.3 The entry of the other partner-investors may occur concurrently with the partner-investor selected by CAAPP or at a later time, with the consent of CAAPP.

1.5.4 The resources to be obtained as a result of this PMI may also be used in other socio-environmental initiatives with the objective of certifying other environmental assets, provided they are in coordination and with the consensus of the partner(s)-investor(s).

II – JUSTIFICATION

2.1 The State of Pará, through State Law No. 9.048/2020 (amended by Law No. 9.781/2022), established the State Policy on Climate Change (PEMC), aiming to integrate the global effort and promote measures to achieve the necessary conditions for adaptation and mitigation of the impacts derived from climate change.

2.2 This legal framework allowed the State to develop initiatives aimed at establishing the Jurisdictional REDD+ policy, focusing on the reduction of greenhouse gas emissions from deforestation and forest degradation, the conservation of carbon stocks, the sustainable management of forests, and the increase of forest carbon stocks..

2.3 Jurisdictional REDD+ represents a strategy of great relevance for the State of Pará, balancing economic development and environmental conservation, allowing for the alignment of local efforts with global climate change mitigation goals, creating environmental, economic, and social benefits.

2.4 Within the Jurisdictional REDD+ policy, the State of Pará assumes a strategic role in the coordination of public policies and actions that cover large territories, such as essential biomes and ecosystems, offering an integrated and effective approach to combat deforestation and forest degradation, allowing for planning according to local specificities and ensuring alignment with national and international goals, including those foreseen in the Paris Agreement.

2.5 Considering that the Companhia de Ativos Ambientais e Participações do Pará S.A. – CAAPP, a mixed-capital company responsible for conducting this PMI, is still in the process of institutional structuring, the need for cooperation from the private sector for the intermediation of the commercialization of jurisdictional certificates is verified.

2.6 This is an activity that demands a broad network of commercial relationships, expertise in international negotiation, knowledge of contractual practices in the carbon market, and the capacity to connect the credits issued by the State to final national and foreign buyers, ensuring greater efficiency, security, and financial return to the State.

2.7 In this context, the present notice seeks to enable the selection of private partners to support CAAPP in the intermediation and commercialization of jurisdictional credits,



ensuring transparency, efficiency, and legal, regulatory, and social compliance with the process.

III – LEGAL BASIS

3.1 The structuring and development of the Jurisdictional REDD+ policy represent a business opportunity for the State of Pará from an economic, financial, social, and environmental point of view, given the possibility of attracting investments, generating revenues from the carbon market, and providing benefits to traditional communities, in addition to assuming climate leadership in innovative actions to combat climate change and strengthen biodiversity.

3.2 In the case of a business opportunity, art. 28, §4º, of Federal Law No. 13.303/2016, authorizes the formation and extinction of partnerships and other associative, corporate, or contractual forms, as well as operations within the capital market, respecting the regulation by the respective competent body.

3.3 Furthermore, art. 28, § 3º, item II, of the same Law establishes that mixed-capital companies are exempt from the requirement of bidding in cases where the choice of the strategic partner is associated with particular characteristics, linked to defined and specific business opportunities, with the impossibility of a competitive procedure being duly justified.

3.4 According to art. 2º of the CAAPP Social Statute (Sole Annex of State Decree No. 4.157/2024), the Company's corporate purpose is the development and commercialization of projects and programs for the generation of environmental assets, environmental, social, economic, and climate plans and public policies in the State of Pará, and it may enter into contracts, agreements, and accords with natural and legal persons, national or foreign, public or private, to ensure the fulfillment of its purposes.

3.5 Thus, considering the legal nature of CAAPP, as a mixed-capital company, and the legal provision for association with private partners, as well as the need to enable the intermediation and commercialization of jurisdictional carbon credits that are validly certified and issued within the State of Pará Jurisdictional Program, the opening of this notice is justified. The measure is justified by the complexity of the carbon market, which requires international experience, a strategic network of commercial relationships, and mastery of negotiation practices, resources that are not yet fully available within the CAAPP structure.

3.6 In addition to the legal grounds mentioned above, this understanding is endorsed by the Federal Court of Accounts (Tribunal de Contas da União), as evidenced by the following summary judgment:

1. The requirements for the direct contracting of a partner company based



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on art. 28, § 3º, item II, of Law 13.303/2016 (Lei das Estatais) are:

- a) an agreement obligatorily related to the performance of attributions inherent to the respective corporate purposes of the companies involved;
- b) configuration of a business opportunity, which can be established through the most varied associative, corporate, or contractual models, in accordance with art. 28, § 4º, of the Lei das Estatais;
- c) demonstration of the commercial advantage for the state-owned company;
- d) proof, by the public administrator, that the chosen partner presents conditions that demonstrate its superiority over the other companies operating in that market; and
- e) demonstration of the infeasibility of a competitive procedure, serving this purpose, for example, the relevance and compatibility of long-term projects, the communion of business philosophies, the complementarity of needs, and the absence of conflicting interests. (...) (Acórdão nº 2.488/2018, Plenário, Rel. Min. Benjamin Zymler)

3.7. Thus, given the legal and institutional grounds, the essentiality of private sector cooperation is evident, as it holds the technical and commercial capacity necessary to support CAAPP in the execution of the object, ensuring efficiency, legal security, and economic-financial viability to the process of commercialization of jurisdictional carbon credits.

3.8. This EOI is governed by Brazilian legislation and eventual amendments, especially by the following norms: Federal Law No. 13.303/2016; Federal Law No. 6.404/1976; State Law No. 10.258/2023, which authorized the constitution of CAAPP; State Decree No. 2.121/2018, which provides for general rules for bidding and contracts applicable; and Resolution No. 03/2025 of the CAAPP Board of Directors, which approved its Bidding and Contracts Regulation.

IV- GENERAL CONDITIONS FOR PARTICIPATION

4.1 Legal entities, including business companies, cooperatives, simple societies, non-economic entities, national or foreign, may express interest in this procedure.

4.2 Natural persons, in any condition, and legal entities shall not be allowed to participate in this PMI:

I – with debts registered in active debt related to environmental infringement in the bodies of the National Environmental System (SISNAMA), at the federal level, in the State of Pará, and in the Municipality where the entity is headquartered or operates;

II – whose administrator or partner holding more than 5% (five percent) of the capital stock is a director or employee of CAAPP;



III – suspended by CAAPP;

IV – declared unsuitable by the Union, by a State, by the Federal District, or by the Municipality to which they are linked, while the effects of the sanction last;

V – constituted by a partner of a company that is suspended, impeded, or declared unsuitable;

VI – whose administrator is a partner of a suspended, impeded, or declared unsuitable company;

VII – constituted by a partner who was a partner or administrator of a suspended, impeded, or declared unsuitable company, during the period of the facts that gave rise to the sanction;

VIII – whose administrator was a partner or administrator of a suspended, impeded, or declared unsuitable company, during the period of the facts that gave rise to the sanction;

IX – that have, in their board of directors, a person who has participated, due to a link of the same nature, in a declared unsuitable company;

X – that maintain a technical, commercial, economic, financial, labor, or civil link with a CAAPP director or with a public agent who performs a function in the present selection or acts in the inspection or management of the contract, or who is the spouse, companion, or relative in a direct, collateral, or by affinity line, up to the third degree;

XI – controlling, controlled, or affiliated companies, under the terms of Law No. 6.404/1976, competing with each other;

XII – that, in the 5 (five) years preceding the disclosure of the notice, have been judicially convicted, with a final and unappealable decision, for the exploitation of child labor, subjection of workers to conditions analogous to slavery, or hiring of adolescents in hypotheses prohibited by labor legislation.

4.3 The prohibition provided for in item 4.2 applies:

I – to the contracting of the employee or director himself, as a natural person, as well as to their direct or indirect participation in the PMI, through a proposing company or consortium;

II – to those who have a family relationship, up to the third civil degree, with:

a) director of a public company or mixed-capital company;

b) employee of a public company or mixed-capital company whose attributions involve



acting in the area responsible for the PMI or contracting;

c) authority of the public entity to which the mixed-capital company is linked, under the same conditions as the previous sub-items;

III – to a partner or administrator whose term of management or link with CAAPP has ended less than 6 (six) months ago.

4.4 The participation of legal entities in a consortium will be admitted, provided that, in the association, the responsibility of each consortium member in the execution of the activities related to the intermediation and commercialization of the jurisdictional carbon credits is determined.

4.5 The individual proponent will be admitted to indicate, in their proposal, that certain activities or stages will be executed by other legal entities.

4.5.1 The proponent, individually or in a consortium, will remain fully responsible for the execution of the activities or stages object of this PMI, even if executed by other legal entities.

4.6 The partner-investors that may be selected by CAAPP for the execution of the object of this PMI must observe that all prospecting, negotiation, intermediation, and commercialization activities will be conditioned to the suspensive conditions provided for in this notice, with any form of anticipation of sales or commercial commitments that presuppose the immediate availability of credits not yet certified and issued being prohibited.

4.6.1 The partner-investors that may be selected shall not have participated, directly or indirectly, in Procedures for Manifestation of Interest or contracts carried out by CAAPP related to the certification, verification, or safeguards of the State of Pará jurisdictional credits, in order to avoid conflict of interest between the functions of commercialization and technical validation of environmental assets.

4.6.2 The indirect participation of a controlling, controlled, or affiliated company that has participated as a proponent in the Procedures for Manifestation of Interest related to the certification, verification, or safeguards of the State of Pará jurisdictional credits will be considered.

V - THE PROPOSAL AND ITS PRESENTATION FORMAT

5.1 The manifestation of interest must be sent to the electronic address projetos@caapp.com.br.

5.2 The manifestation will be received exclusively by email



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5.3 Interested parties must present a manifestation of interest within the deadline provided for in this Notice through a Partnership Proposal, containing:

- I** - Necessary Documents for Participation;
- II** - Legal Structure;
- III** - Economic Proposal; and
- IV** - Technical Proposal.

5.4 The PMI will observe the following chronological phases:

- I** - Publication of the PMI NOTICE: 10/17/2025;
- II** - End of the deadline for requesting clarifications Presentation deadline for Manifestation of Interest and Projects: 11/07/2025;
- III** - Deadline for analysis of Manifestations of Interest and Projects: 11/10 to 11/22/2025;
- IV** - Possibility of Request for Reconsideration to the CAAPP Executive Board: 3 (three) working days from the disclosure of the Proposal Analysis Notice;
- V** - Negotiation Phase;
- VI** - Final and definitive result of the procedure.
- VII** - NECESSARY DOCUMENTATION FOR PARTICIPATION

6.1 Each interested party must individually present the documents listed below, for the purpose of participation in this PMI:

- I** - constitutive act in force with its respective amendments or consolidations;
- II** - copy of the identity document of the company's legal representative;
- III** - public or private power of attorney with recognized signature;
- IV** - copy of the Individual Taxpayer Registry (CPF) of the company's legal representative;
- V** - proof of enrollment in the National Registry of Legal Entities (CNPJ);
- VI** - negative certificate or positive certificate with negative effect of debts with the Federal Revenue;
- VII** - negative certificate or positive certificate with negative effect of debts with the State Revenue;
- VIII** - negative certificate or positive certificate with negative effect of debts with the Municipal Revenue where it is headquartered;
- IX** - certificate of regularity with the FGTS (Guarantee Fund for Length of Service);
- X** - negative certificate or positive certificate with negative effect of labor debts;
- XI** - negative certificate of bankruptcy, judicial recovery, or extrajudicial recovery proceedings, issued by the distributor of the supplier's headquarters;
- XII** - declaration that it does not adopt a labor relationship characterized as forced labor or analogous to slave labor, under the terms of current legislation.

6.2 The documents required by this notice must be presented in full within the same deadline set for the manifestation of interest and submission of proposals, as provided in item 5.4, sub-item III, of Clause V.

6.3 The presentation of these documents will be considered as the qualification phase of the proponents, for the purposes of item 13.1 of this notice, being a necessary condition for the analysis and judgment of the proposals presented.

6.4 The foreign legal entity interested party will meet the requirements for participation by presenting equivalent documents or, when they do not exist, by means of a declaration of non-existence of the equivalent document, signed by its legal representative.

6.5 The documents necessary for the participation of a foreign legal entity interested party may initially be presented with a free translation, and, if selected to execute the object of this PMI, must attach all the documentation consularized by the Hague Apostille and translated by a sworn translator, in addition to the following documents, as applicable:

I – proof that it has a branch in full operation in the country, attaching the respective registration acts or authorization for operation; or

II – proof that it has an active National Registry of Legal Entities – CNPJ in Brazil, even if domiciled abroad.

6.6 In the event of the selection of a proposal presented by a foreign legal entity, for the purpose of formalizing the partnership, the documents must be translated by a sworn translator and duly authenticated by the competent bodies.

6.7 The interested party must prove financial capacity consistent with all the investments and responsibilities reported in their proposal.

VI - EVALUATION OF PROPOSALS

7.1 To ensure that the objectives of this PMI are achieved, especially with regard to the selection of a partner-investor for the execution of the project object of this PMI, the proposals will be evaluated based on the strict compliance with the requirements foreseen in this Notice, as well as the adherence to the guidelines and strategic interests of CAAPP and the State of Pará, primarily considering the technical advantage and financial robustness, aiming to identify the proposal that represents the best business opportunity.

7.2 The proposal that achieves the highest score after the sum of the points related to the Legal Structure (LS), Economic Proposal (EP), and Technical Proposal (TP) will be considered the best classified proposal, the result of which will be obtained through the following formula:

$$A = PEJ + PPE + PPT$$



A=Evaluation

PLS=Legal Structure Score

PEP=Economic Proposal Score

PTP=Technical Proposal Score

7.3 The maximum score for the purposes of this PMI will be 1,000 (one thousand) points, considering the maximum score of 100 (one hundred) points for the Legal Structure, 450 (four hundred and fifty) points for the Economic Proposal, and 450 (four hundred and fifty) points for the Technical Proposal.

VII - ESTRUTURA JURÍDICA

8.1. The interested party must present the proposed legal structure, with the analysis of the legal grounds and other applicable norms, allowing for a better understanding of the suggested partnership modality for the intermediation and commercialization of the State of Pará jurisdictional carbon credits.

8.2. With the definition of the business and the proposed legal structure, the interested party must explain how the partnership will be executed, covering the prospecting, negotiation, and intermediation of the commercialization of the jurisdictional REDD+ carbon credits, observing that all stages and legal instruments must contain an express clause of suspensive condition, referring to:

I – the independent verification and approval of the Results of the Jurisdictional REDD+ Program;

II – the certification, registration, and regular issuance of the corresponding carbon credits;

III – the positive conclusion of the Free, Prior and Informed Consent (FPIC) process, in accordance with ILO Convention No. 169;

IV – the respect for the conditions of the ERPA Contract previously signed with Emergent (LEAF Coalition).

8.3. The interested party must also provide:

I – Preliminary List of Necessary Legal Documents: a preliminary list of the main legal instruments that will be necessary to enable the structure presented in the proposal (such as intermediation contracts, memoranda of understanding, carbon credit purchase and sale contracts, accessory financial instruments), explaining the purpose and relevance of each one, with emphasis on the inclusion of the suspensive conditions provided for in this notice;

II – Risk Matrix: preliminary allocation of risks between the parties, with analyses, probabilities, and mitigating measures, including risks of default, price fluctuation in the international carbon market, non-fulfillment of preceding conditions, and conflict with



the clauses of the ERPA with Emergent, detailing the rights, obligations, and responsibilities of the parties.

8.4. The list of legal documents and the risk matrix may undergo changes as a result of the negotiation between the parties, in the manner provided for in this Notice, provided that the same general commercial and technical conditions of the proposal are substantially maintained.

8.5. The objective quantification of the Legal Structure requirement will be carried out in the following manner:

Criterion	Maximum Score
Description of the proposed legal structure, with the definition of the business, clarifying how the intermediation, commercialization, and availability of resources to be invested will be carried out, as well as the applicable legal grounds, to allow for a better understanding of the proposed model.	25
Presentation of the preliminary list of legal instruments necessary for the legal structuring of the proposed model.	25
Preliminary allocation of rights, obligations, responsibilities, and risks of the involved parties.	25
Clarity and consistency of the remuneration model for intermediation, including the proposed percentage, the calculation methodology, and the treatment of sales above the reference unit price.	25
TOTAL MAXIMUM SCORE	100

8.6. The interested party who manifests themselves under the terms of this PMI must:

8.6.1. Present information according to the methodology of the proposed services, the number of professionals allocated to meet the objectives of the partnership, and their respective functions, as well as all necessary information for the clarification of the execution of the object;

8.6.2. Bear the travel expenses (tickets, transport, per diems, lodging, food, etc.) of the allocated professionals and any other costs that directly or indirectly affect the development of the partnership;

8.6.3 Sign a Confidentiality Agreement and inform their entire team of it, covering information, data, processes, contracts, registrations, models, and other materials to which they have access.

8.7 CAAPP will not be responsible for any cost or investment made by the interested



party, and may interrupt this PMI at any time due to a judgment of convenience and opportunity, without any compensation in favor of the interested party.

8.8 The interested party must structure their proposal in strict conformity with the ERPA celebrated between CAAPP and Emergent (LEAF Coalition).

The remuneration of the partner-investor will be carried out in the form of remuneration of invested capital from the verification and monetization of the Pará JREDD results and/or payment of a fee/percentage for intermediation on the price of the operation carried out, to be paid by CAAPP based on the value effectively received.

8.9 The interested party must expressly indicate the percentage or form of remuneration, detailing the calculation methodology and demonstrating how the net revenue of CAAPP will be preserved.

8.10 In the hypotheses of sales above USD 15/ER, the interested party may propose the form of incidence of the remuneration (whether on the reference price or on the effective price of the transaction), and must justify the proposal and demonstrate its economic-financial viability.

8.11 In any hypothesis, the remuneration may not result in a violation of the obligations assumed by CAAPP in the ERPA with Emergent, especially regarding the price, the reserved purchase right, and the priority of delivery.

8.12 The analysis of the proposals will consider not only the requested remuneration percentage, but also its compatibility with the ERPA and the maximization of the net return for the State of Pará.

VIII -ECONOMIC PROPOSAL

9.1 The interested party must present a proposal from the economic-financial perspective, including the demonstration of a quantitative result estimate, based on the reference period until the year 2030, with the possibility of renewal for an equal period, if authorized by the certification standard, in at least 2 (two) scenarios (conservative and optimistic), indicating data and market reports that served as the basis for the proposal.

9.2 The proposal must also contemplate the forecast of investments, deadlines, and economic advantages offered to CAAPP, to the State of Pará, and to its climate policies, demonstrating how the intermediation of the commercialization of jurisdictional credits can maximize the net return to the State.

9.3 The numbers presented, although estimated, must be based on objective criteria and/or on data disclosed by recognized institutions or entities in the carbon sector.

9.4 The proponent must unequivocally demonstrate the executability of the financial proposal, including a demonstration of funds and proof of financial capacity for the

execution of the proposal.

9.5 The objective quantification of the Economic Proposal requirement will be carried out in the following manner:

Criterion	Maximum Score
Detailing regarding the economic-financial viability and sustainability and the executability of the project, including an estimate of quantitative results (or form of future calculation), forecast of investments, and estimated deadlines.	100
Description of the strategy for intermediation and commercialization of jurisdictional carbon credits, including prospecting buyers, contract structuring, commercial risk mitigation mechanisms, and respect for the conditions of the ERPA with Emergent.	125
Remuneration model, with definition of the intermediation fee percentage or criteria for its future definition, description of remuneration mechanisms and sources of revenue within the proposed model, demonstrating effective commercial advantages both for CAAPP and for the State of Pará, always considering the limits and obligations of the ERPA. Sources of revenue based on unproven premises will not be considered.	125
Composition, value, and guarantees of the Initial Institutional Contribution, as well as the destination of the surplus to the decarbonization fund, observing financial robustness, form of execution, and control mechanisms.	100
TOTAL MAXIMUM SCORE	450

9.6 The score of the Economic Proposal requirement will only be considered if the interested party proves their financial capacity, evidencing, at a minimum, the history of gross revenue and net equity referring to the last 3 (three) years, in amounts compatible with the execution of the adequate activities for the intermediation of the commercialization of the State jurisdictional credits until the year 2030.

IX - TECHNICAL PROPOSAL

10.1 The interested party must present a technical-operational description of the activities, methodologies, and techniques that will be proposed to CAAPP for the effectiveness of the intermediation and commercialization of the State of Pará jurisdictional carbon credits, clearly demonstrating the strategy for prospecting buyers, negotiation, contractual intermediation, and mechanisms to guarantee integrity and conformity with the ERPA celebrated with Emergent.

A proposal for technological solutions that enable the execution of the necessary activities for commercialization must also be presented, ensuring transparency, traceability, and reliability of the operations carried out, including registration systems, transaction

monitoring, and digital tools that allow CAAPP to monitor prices, volumes, and buyers.

10.2 The objective quantification of the Technical Proposal requirement will be carried out in the following manner:

Criterion	Maximum Score
Technical-operational description of the activities, methodologies, and techniques that will be used for the effectiveness of the intermediation and commercialization of the State of Pará jurisdictional carbon credits, in conformity with the ERPA.	100
Technical description of the technology tools to be implemented to ensure the transparency, traceability, and integrity of the transactions, as well as a proposal for technology transfer and training for CAAPP, demonstrating the proponent's history of use in other projects.	125
Certificate(s)/Contract(s)/Declaration(s) of technical capacity that demonstrate specific experience in international negotiation and intermediation of jurisdictional carbon credits. If such proof is not possible, certificates of commercialization of carbon credits of other internationally recognized standards will be accepted, but with a discounted score.	125
Certificate(s)/Contract(s)/Declaration(s) of technical capacity that demonstrate experience in Jurisdictional REDD+ projects. If such proof is not possible, certificates of commercialization of carbon credits of other environmental assets in regulated or voluntary markets will be accepted, but with a discounted score.	100
TOTAL MAXIMUM SCORE	450

10.3 The score of the Technical Proposal requirement will only be considered if the interested party proves technical experience by presenting reliable documentation (certificates, contracts, or declarations) that demonstrate effective operation in commercialization or intermediation of carbon credits, REDD+, and/or correlated environmental assets, including, preferably, REDD+ carbon credits originating from jurisdictional programs.

In the hypothesis of item 4.5, the technical experience of the legal entity regarding the activities or stages to be executed by it will be considered in the scoring of the Technical Proposal. Such activities or stages may not be executed by third parties not indicated in the proposal presented by the interested party.

X - RESULT OF THE PROPOSAL SELECTION

11.1 After the proposals are received and before the result is disclosed, CAAPP may carry out the following activities:

2717 Lomas Valentinas Lane, 2nd Floor. Belém, PA - ZIP Code: 66093-677. E-mail: contato@caapp.com.



out the necessary due diligence, adopting remedial measures aimed at clarifying information, correcting merely formal improprieties in the proposal, in the qualification documentation, or complementing the process instruction.

11.2 CAAPP will evaluate the executability of the remuneration model and the intermediation and commercialization strategy presented, and proposals that are not able to demonstrate their viability through documents, evidence of a buyer network, or proof of compatibility of the model with the suspensive conditions established in this Notice and with the ERPA celebrated by CAAPP, ensuring the execution of the object of the PMI, will be considered unfeasible.

11.2.1 If there are indications of unfeasibility, CAAPP may diligently request the proponent to present justifications and proof of the executability of the remuneration model and the proposed intermediation strategy, within a period of 10 (ten) working days.

11.2.2 If the remuneration model and/or the strategy presented are considered unfeasible even after due diligence, the interested party's proposal will be disqualified.

11.3 Within 10 (ten) working days after the end of the receipt of proposals, CAAPP will publish a Proposal Evaluation Report with the preliminary result of the choice of the future partnership.

11.4 In case of a tie between proposals, the following tie-breaking criteria will be used, in the order in which they are listed:

11.4.1 Evaluation of the interested parties' previous contractual performance, taking into account the results obtained in other Jurisdictional REDD+ projects, preferably, and/or in commercialization operations of other carbon credits in the international market.

11.4.2 Development of an integrity program by the proponent.

11.5 For the purposes of item 11.4.1, the following must be observed, jointly: (i) the sustainability and economic-financial rigor of the project(s) or operations developed by the interested parties; and (ii) the regularity in the fulfillment of the obligations attributed to the proponent.

11.6 The classification among the proponents will be indicative, and CAAPP is not obliged to formalize a contract or any other relationship due to the result and proposals it receives in the course of this PMI.

11.7 The classification among the proponents will not dispense with a discretionary ponderation on aspects of risk, return, and volume of financial obligations that may be assumed by CAAPP.

XI IMPUGNATIONS AND CLARIFICATIONS TO THE NOTICE

12.1 Any interested party may request clarifications about this Notice, as per item 5.4 of this notice, through the electronic mail projetos@caapp.com.br.

12.2 The protocol of a request for clarifications and meetings with state public agents will not imply the renewal of the deadline for the submission of proposals.

12.3 CAAPP may, if it deems it convenient and opportune, extend the deadline for receiving proposals, and such extension does not constitute an impediment to the analysis and celebration of a contract or any other relationship related to the proposals presented within the originally opened deadline.

12.4 Any citizen is a legitimate party to **impugn** this Notice, and the CAAPP Presidency must respond to the impugnation within a maximum of **3 (three) working days**.

12.5 Requests for clarifications, corresponding answers, and impugnations will be disclosed on the CAAPP electronic site within a maximum of 3 (three) working days after their receipt.

12.6 The deadlines established in this Notice will be counted in working days, unless expressly provided otherwise, excluding the day of commencement and including the day of maturity.

12.7 Unless otherwise provided, deadlines only begin and end on CAAPP business days, with the initial and final term being extended to the first subsequent working day in cases where the start or end date of the deadline coincides with a day on which there is no business.

XII - APPEALS

This PMI will have a single appeal phase, opened after the declaration of the selected proposal and covering the act of judging the qualification, in addition to those practiced as a result of the judgment of the proposals and the verification of their effectiveness, and a request for reconsideration may be filed due to the following decisions:

- I** - Qualification of participants;
- II** - IDisqualification of participants;
- III** - Classification of proposals presented;
- IV** - Definitive judgment of the proposals;
- V** - Imposition of eventual sanctions and penalties;
- VI** - Denial of any request made.

13.1 The grounds for appeal must be presented within a period of 3 (three) working days, counted from the date of publicity of the selected proposal.

13.2 The deadline for the presentation of counter-arguments will be 3 (three) working days and will begin immediately after the respective intimation of the interested entity, which will be carried out through the institutional email informed by it in its proposal.

13.3 Appeals must be sent to the CAAPP Executive Board through the electronic address direx@caapp.com.br, in Portuguese, containing:

- I** - qualification of the appellant;
- II** - grounds for appeal;
- III** - contact details such as telephone, email, and/or other data necessary for sending the response.

13.4 The interested participants are guaranteed the right to obtain a copy of all the documentation essential for the defense of their interests.

13.5 The appeal, signed by a legal representative or attorney with specific powers or by an accredited person, will be addressed to the CAAPP Executive Board.

13.6 The CAAPP Executive Board may review the impugned act, accepting the interposed appeal, within a maximum period of 03 (three) working days.

13.6.1 If the CAAPP Executive Board does not reconsider the act, the appeal will be forwarded for the final decision of the President of the Company, who will judge it within a maximum period of 3 (three) working days.

13.7 The deadlines in this item may be reduced or extended, by means of a notice issued to the interested parties, published on the CAAPP electronic page.

XIII - NEGOTIATION

14.1. After the choice of the classified proposals and the legal deadlines have elapsed, the authors of the selected proposals will be invited to the negotiation phase of the provisions of the clauses of the draft(s) and contractual instrument(s) to be celebrated.

14.2. The negotiation phase will be held on a date and at times designated by CAAPP and may occur over more than one day, according to the need and specifications of the business.

14.3. The alteration of the requirements established in this Notice is prohibited in the negotiation phase, with the exception of item 8.4. In particular, the suspensive conditions provided for in Chapter I, the participation percentages defined in item 1.4, nor the provisions that ensure the observance of the ERPA celebrated by CAAPP and the buffers provided for by the jurisdictional methodology may be modified.

14.4. The negotiation meeting(s) will be recorded in minute(s), duly signed by those



present.

XIV - FORMALIZATION OF THE PARTNERSHIP

15.1. After the negotiation phase is closed, the pertinent instrument for formalizing the partnership will be celebrated, which will establish, among other points:

I – After the negotiation phase is closed, the pertinent instrument for formalizing the partnership will be celebrated, which will establish, among other points:

II – That the partner's remuneration will occur through the intermediation of commercialization operations and/or through the remuneration of invested capital from the verification and monetization of the Pará JREDD results, with the anticipation of revenues from future sales of carbon credits being prohibited, and that eventual sharing of additional results will only occur in the event of express contractual stipulation;

III – Rules of operation and responsibility of the partners, including regarding the observance of the suspensive conditions provided for in this Notice and the ERPA celebrated by CAAPP;

IV – Rights and obligations of the partners;

V – Definitions of market strategy guidelines, aligned with the preservation of the strategic unity of the Jurisdictional Program;

VI – That the credit sale operations will depend on the final approval of CAAPP, which will be responsible for validating the best price offer in the national or international market, considering its expertise and respecting the obligations assumed before the ERPA and the buffer mechanisms;

VII – The duration of the partnership, compatible with the schedule of the Jurisdictional Program, the celebrated ERPA, and the credit issuance harvests;

VIII - Rules and conditions for eventual admission of other partners, when applicable, indicating the need or not for the exclusivity of the commercialization intermediation function of the partner-investor author of the proposal.

15.2. Other contractual provisions may be established, observing the minimum scope defined in this Notice.

XV - GENERAL PROVISIONS

16.1 In view of all the above, this PMI will be conducted in accordance with Federal Law No. 13.303/2016, the CAAPP Internal Regulation of Bidding, Contracts, and Agreements, and other correlative legislation.

16.2 The non-compliance with any of the participation criteria provided for in this Notice will be a reason for disqualification.

16.3 Omitted cases will be defined by CAAPP, through its Presidency, with eventual administrative appeals falling to the Executive Board.

16.4 Participation in this PMI presupposes knowledge and full agreement with all the



terms of this Notice.

16.5 The realization of this PMI does not imply the obligation to contract or formalize any other relationship with the author of the selected proposal, nor the eventual institution of a bidding process for the execution of the object of the notice, not generating any right to reimbursement for the present study or eventual non-contracting.

16.6 The documents presented by the interested parties in their respective economic and technical proposals will be confidential, with restricted access to CAAPP, with the exception of the hypotheses of disclosure to control bodies and the situation provided for in item 13.5 of this Notice.

16.7 Interested parties who have access to the selected proponent's documents, in accordance with item 13.5, must maintain the secrecy and confidentiality of such information, and are prohibited from disclosing or using it for any purpose other than participation in this PMI.

Belém, October 17th, 2025.

Fagner Henrique Maia Feitosa
CEO