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PUBLIC CALL NOTICE Nº4/2024

SUBJECT: INCREASE IN REGULAR FLIGHTS SEASON IATA WINTER 2024/2025

AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DO TURISMO - Embratur, with headquarters in Setor Comercial Norte, Quadra 2, Bloco G, Asa Norte, Brasília/DF, CEP 70712-907, registered with CNPJ/MF no.35.842.428/0001-66, makes the present PUBLIC CALL NOTICE aimed at airports and Airlines interested in participating in the selection and contracting of projects within the scope of the International Tourism Acceleration Program (PATI), in partnership with the Ministry of Tourism and the Ministry of Ports and Airports, aiming to increase direct international flights to Brazil, under the terms and conditions established in this Notice.

1. THE OBJECT

- 1.1. The object of this Public Call consists of the incentive to Brazilian or foreign airlines to promote new international flights to Brazil, aiming to increase the entry of foreign visitors in the short, medium and long term.
- 1.2. To participate in this Notice, applicants must register Proposals to increase direct international flights to Brazil whose operation begins on *IATA W24/25 Season*, associated with Promotional Plans towards increasing international tourism in Brazil.
- 1.3. The Notice will have a net financial limit of BRL 3,330,000.00 (three million, three hundred and thirty thousand reais) to be invested in Projects to increase flights and promotion of Brazil, with the reference value of BRL40 (forty reais) per seat operated on flights arriving in Brazil during the said season, with the amount of Projects selected defined by the order of the qualified proposals, in accordance with this Notice.
- 1.4. The contribution of resources for each Project will be limited to a ceiling of BRL800,000.00 (eight hundred thousand reais).

2. <u>DEFINITIONS</u>

- 2.1. For the specific purposes of this Notice, the following definitions are considered:
 - I. IATA season: period of ttime, as defined by the *Worldwide Airport Slot Guidelines* WASG of the International Air Transport Association IATA, which regulates the use of landing and take off rights at airports and serves as a guideline for planning the activities of the airline industry, especially between airlines, airports and civil aviation

authorities. It is guided by the seasons of the year in the northern hemisphere, winter (winter) with 21 weeks between October and March, and summer (summer) with 31 weeks between April and November.

- I. IATA season: period of time, as defined by the *Worldwide Airport Slot Guidelines* WASG, published by the International Air Transport Association IATA, Airports Council International ACI and Worldwide Airport Coordinators Group WWACG, which regulates the use of landing and take-off rights at airports and serves as a guideline for planning the activities of the airline industry, especially between airlines, airports and civil aviation authorities. It is guided by the seasons of the year in the northern hemisphere, winter (winter) with 22 weeks between October and March, and summer (summer) with 31 weeks between April and November. (wording given by 1ª Retificação, published in 09/05/2024)
- II. *IATA Season Winter 2024/25*, or W24/25: winter season in northern hemisphere, which takes place between October 27, 2024 and March 29, 2025, according to the calendar of *Worldwide Airport Slot Guidelines* PRESSof the International Air Transport Association IATA.
- III. Origin: for the purposes of this Notice, the Origin of a given flight will be considered to be the airport(s), country(ies) or foreign continent(s) of the route(s) presented.
- IV. Destination: for the purposes of this Notice, the Brazilian airport on the route(s) presented will be considered as the Destination of a given flight.
- V. Frequency: regular operation of a flight, on a weekly basis.
- VI. Proposal: nomenclature used to refer to flight increase proposals submitted, presented during the submission periods, until their formalization through the Collaboration Agreement.
- VII. Project: nomenclature used to refer to Proposals formalized by the signing of a specific Collaboration Agreement.
- VIII. Direct International Route: route between a pair of cities that has an international Origin and a Brazilian Destination, without stops and without exercising fifth freedom rights over traffic.
 - IX. Direct Fifth Freedom International Route: Routes in which the Brazilian Destination is the intermediate point of a route operated with fifth freedom rights over traffic will be considered as Direct International Routes; On these routes, frequencies and seats will only be counted for the longest segment.
 - X. Indirect Fifth Freedom International Route: route between a pair of cities that has an international Origin and a Brazilian Destination, with a single stopover in which the airline exercises fifth freedom rights over traffic.
- XI. Regular route: route operated by an airline and members of its economic group with an average frequency of at least 2 (two) weekly flights in the aforementioned IATA Season; For the purposes of this Notice, the Winter 2023/24 and Winter 2024/25 seasons will be evaluated.
- XII. Promotion Plan: document that presents the composition of the promotion actions required from the Applicants, as per Annex I of this Notice.
- XIII. Campaign: marketing campaign promoting Brazil or the Brazilian Destination(s) presented in the Proposal, which can be carried out digitally or statically (billboards, magazines, etc.).

- XIV. Training (in-person/virtual): travel agent training activity, which can be carried out *in loco* (in person) or using tools or platforms for virtual meetings and training.
- XV. *Famtour*: familiarization trip for tour operators, travel agents with the aim of promoting the Proposed Destination(s).
- XVI. *Presstrip*: trip to familiarize press professionals and digital influencers, with the aim of promoting Brazil or the Destination(s) of the Proposal.
- XVII. Business round: Interaction event between buyers (tour operators and travel agencies) and suppliers of tourist services (DMCs, tour operators, tourism offices, among others) linked to the Destination(s) of the Proposal.
- XVIII. Event: training activity for customers and/or suppliers involved with the promotion of Brazil or the Brazilian Destination(s) presented in the Proposal, which can be carried out *in loco* (in person) or using tools or platforms for virtual meetings and training.
- XIX. Global value of the Proposal: lowest value obtained between: multiplying the reference value of the Notice by the seats on international arrivals flights of the Proposal; and the multiplication of the reference value by the net growth in the number of seats on arriving flights, compared to the W23/24 season, subtracted from the Global Values of the Proposals of the Applicant Airline that have been qualified prior to the proposal in question. The overall Proposal Value may be limited by the availability of values in the Notice, as provided in item 7.13.

3. MOTIVATION

- 3.1. A Embratur has, among its competencies, the formulation, implementation and execution of promotion, advertising and support actions for marketing the country's tourist Destinations, products and services abroad.
- 3.2. For that, Embratur defined the specific objectives for 2024, of which the following are directly related to the object of this Public Call:
 - I. Contribute to increasing the number of foreign visitors;
 - II. Contribute to increasing revenue generation from international tourism;
 - III. Promote Brazilian products, services and tourist Destinations with marketing tools, media and events;
 - IV. Promote and support the commercialization of tourism offerings for international markets, through innovation.
- 3.3. Thus, in order to achieve the aforementioned objectives, one of the strategies adopted is the increase in international air connectivity in Brazil which, only in November 2023, exceeded the pre-pandemic seat supply. However, it should be noted that the supply of international seats still maintains characteristics of concentration;
- 3.4. From the implementation of new international routes, which directly connectissuing marketsto Brazilian tourist Destinations, the aim is to benefit tourists, facilitating their mobility, and the country, increasing the inflow of foreign exchange and its positive externalities;
- 3.5. This action also aligns:
 - The National Civil Aviation Policy, established by Decree No. 6,780, of February 18, 2009, specifically to the objectives of Environmental Protection and Efficiency of Civil Aviation Operations.
 - II. To the National Tourism Policy, established by Law No. 11,771, of September 17, 2008, specifically in relation to the provisions of its articles 5, 6, 10 and 14.

3.6. Thus, aiming to create a new tool that allows this agency to encourage the implementation and dissemination of newdirect international routes for Brazilian Destinations, Embratur carries out this Public Call.

4. SCHEDULE AND PROCESS FLOW

Stage	Data
Publication of the Notice	20/03/2024
First Round of Proposal Submissions	20/03/2024 - 17/05/2024
Preliminary Analysis Report of the First Round of Proposal Submissions	24/05/2024
Maximum Deadline for Filing Appeals for the First Round of Proposal Submissions	29/05/2024
Maximum deadline for Appeal Analysis of the First Round of Proposal Submissions	03/06/2024
Release of the First Call Report	03/06/2024
Maximum deadline for sending the Letter of Acceptance for Proposals qualified in First Call	10/06/2024
Maximum deadline for presentation of the Airline Applicant for Proposals qualified in First Call	25/06/2024
Maximum deadline for formalizing the Collaboration Agreement for Proposals qualified in First Call	09/08/2024
Maximum deadline for evaluating documents sent with the Collaboration Agreement for Proposals qualified in First Call	16/08/2024
Maximum deadline for final approval of the Collaboration Agreement for Proposals qualified in First Call	23/08/2024
Second Round of Proposal Submissions	03/06/2024 - 25/06/2024
Preliminary Analysis Report of the Second Round of Proposal Submissions	02/07/2024
Maximum Deadline for Filing Appeals for the Second Round of Proposal Submissions	05/07/2024
Maximum Deadline for Analysis of Resources for the Second Round of Proposal Submissions	09/07/2024
Release of the Second Call Report	09/07/2024
Maximum deadline for sending the Letter of Acceptance for Proposals qualified in the Second Call	11/07/2024

Stage	Data
Maximum deadline for presentation of the Airline Applicant for Proposals qualified in Second Call	26/07/2024
Maximum deadline for formalizing the Collaboration Agreement for Proposals qualified in Second Call	09/09/2024
Maximum deadline for evaluating documents sent with the Collaboration Agreement for Proposals qualified in Second Call	16/09/2024
Maximum deadline for final approval of the Collaboration Agreement for Proposals qualified in Second Call	23/09/2024
Minimum period for Disclosure of Report of subsequent Calls (Third, Fourth, etc.)	11/07/2024
First possible payment date for the 1st installment for Projects qualified in the First Call	20/09/2024
First possible payment date for the 1st installment for Projects qualified in the Second Call	21/10/2024
Payment date of the 2nd installment for the Projects	30/11/2024
Payment date of the 3rd installment for Projects	31/01/2025
Payment date of the 4th installment for Projects	30/03/2025

5. <u>REGISTRATION</u>

- 5.1. Registration will be carried out exclusively by filling out the electronic registration form available at www.embratur.com.br/editalvoos, a copy of which appears in the Annex 1 of this Notice, and sending the documents contained in the item 5.12.
- 5.2. The period called "First Round of Project Submissions" will be from March 20th 2024 to May 17th 2024.
- 5.3. The period called "Second Round of Project Submissions" will be from June 3rd 2024 to June 25th 2024.
- 5.3. The period called "Second Round of Project Submissions" will be from June 3rd 2024 to June 25th 2024. (wording given by 1ª Retificação, published in 09/05/2024)
- 5.4. It is mandatory to complete the registration form correctly and completely, including the eliminatory and mandatory items and send all necessary documents, under penalty of disqualification of the applicant(s).
- 5.5. The following classes of institutions may participate in this Public Call as Applicants:

- I. **Airline Applicant**: national and foreign airlines that are authorized or in the process of being authorized by the National Civil Aviation Agency ANAC to operate non-scheduled and/or regular international flights in Brazil;
- II. Airport Applicant: Brazilian airport administrators, public or private, that are authorized or in the process of being authorized to operate international passenger flights.
- 5.6. The Applicant will be fully responsible for the information entered in the Proposal Submission Form.
- 5.7. The Applicant must identify themselves as Airline Applicant or Airport Applicant for the purpose of filling out the registration form;
- 5.8. For the <u>First Round of Project Submissions</u>, which will occur during the period established in item 5.2, any new registrations will be admitted;
- 5.9. For the <u>Second Round of Project Submissions</u>, which will occur during the period established in item 5.3, only new applications that obtain the maximum score in Criteria 7 and 10 of item 6.3 will be admitted, in addition to updates to applications submitted in the First Round of Proposal Registration;
- 5.10. Applicants may register any number of Proposals in the Notice, subject to the conditions set out in this Notice;
- 5.11. In case of registration by an Airport Applicant, it will be necessary to present an Airline Applicant to formalize the Collaboration Agreement, in accordance with the provisions of item 9.2.
- 5.12. When filling out do Registration Form, applicants must submit the following supporting documents through the links available in the Registration Form:
 - a. CNPJ card, for companies with tax domicile in Brazil;
 - b. Negative certificate of Federal Tax debts, for companies with tax domicile in Brazil;
 - c. Negative certificate of Federal Social Security debts, for companies with tax domicile in Brazil;
 - d. SEI! Protocol requesting Approval for Regular or Non-Regular Air Transport at the National Civil Aviation Agency ANAC, for companies without tax domicile in Brazil;
 - e. Constitutive act, statute or social contract in force, duly registered with the competent body;
 - f. Constituent acts, statutes or social contracts written in a foreign language must be apostilled;
 - g. Act of appointment or election of administrators;
 - h. Power of attorney with specific powers, if the Proposal is registered by an attorney;
 - i. If Criterion 8 of item 6.3 is met, state or district regulations to reduce ICMS on QAV linked to the increase in international flights;
 - j. If Criterion 19 of item 6.3 is met, proof of participation of the airport or airline in commitments aimed at achieving the SDGs and the UN 2030 Agenda;
 - k. Promotion Plan as per Annex 1, following the requirements of item 5.13;
 - If Criterion 11 of item 6.3 is met, extract of SIROS report with the weekly domestic connecting flights proposed. (wording given by 1ª Retificação, published in 09/05/2024)
- 5.13. The Promotion Plan must be presented, as part of the proof of Criteria 20 and 21 of item 6.3, complying with the following requirements:

- a. The Promotion Plan must consider a value per seat on a flight arriving in Brazil of at least the reference value of the Notice as per item 1.3.
- b. The sum of the values of the actions proposed in the Promotion Plan must be at least the reference value of the Notice as per item 1.3, multiplied by the total number of seats on flights arriving in Brazil to be carried out during the IATA season, as per item 1.2 of this Notice.
- c. The Promotion Plan that presents a value per seat on an arrival flight in Brazil that is less than twice the reference value of the Notice as per item 1.3 will be subject to scoring penalties, as described in Criterion 21 of item 6.3;
- d. Actions to promote international tourism to Brazil should be categorized into: digital campaign; wstatic campaign; face-to-face training; virtual training; famtour; presstrip; rbusiness update; event; or others;
- e. The actions included in the promotion plan may be carried out by third parties, including entities managing tourism promotion of Brazilian Destinations, public or private, with the Applicant remaining responsible for proving it;
- f. If an action presented in the Promotion Plan is included in the "others" category, the Applicant needs to be aware that its approval will be subject to analysis by the Evaluation Committee;
- g. The actions of the Promotion Plan must provide for the use of the Brasil Brand, observing the guidelines in its User Manual, available at the following website: https://www.visitbrasil.com/pt/marcabrasil/.
- h. The following will not be considered for evaluation: promotional actions carried out for the Brazilian public, or in Brazilian territory without the objective of promoting international visitors; media broadcast on board flights to/from Brazil;
- h. The following promotional actions will not be considered for evaluation: those carried out for the Brazilian public; in Brazilian territory without the objective of promoting international visitors; or media broadcast on board flights to/from Brazil; (wording given by 1ª Retificação, published in 09/05/2024)
- i. Promotion Plans may not exclusively contain proprietary means of the airline operating the flight(s) contained in the Proposal. As an example, the following fall into this category: banners on the website; advertising sends viamailing of the company; own web pages (hotsite); onboard entertainment systems (In-Flight Entertainment IFE); loyalty programs, among others.
- j. The proposed actions on the Promotion Plan must be carried out until the end of the Public Notice's IATA season, as stated on item 2.1. (wording given by 1ª Retificação. published in 09/05/2024)
- 5.14. The Registration Form or the supporting documents listed in items 5.12 and 5.13 will not be accepted through means other than the electronic registration form.

6. CRITERIA OF SELECTION

- 6.1. The selection of the Proposals able to receive the resources to increase international flights to Brazil will occur based on criteria, considering the following typology:
- 6.1.1. Category:
 - I. Strategic(ES): criteria that aim to promote greater adherence between the Notice Proposals and PATI strategy.

- II. Product (PO): criteria that aim to evaluate Proposals in light of desirable parameters for international commercialization.
- III. Promotion (PM): criteria that aim to evaluate Proposals that have greater cooperative investment in product promotion.
- IV. Sustainability (ST): criteria that aim to evaluate Proposals that are most aligned with good sustainability practices.

6.1.2. Type:

- I. Eliminatory (E): criteria which are mandatory for the applicant(s) to fulfill and which, in case of non-compliance, will result in the Proposal being disqualified.
- II. Mandatory (O): criteria that are mandatory for the applicant(s) to complete in order to obtain points that influence the classification of the Proposal and, if they are not fulfilled, they will result in the Proposal being disqualified.
- III. Classification (C): criteria that are optional for the applicant(s) to complete and contribute to the final score of the Proposal.
- 6.2. Each criterion has its own scoring rule and an assigned weight.
- 6.3. The PATI criteria are set out in the table below.

#	Cat.	Туре	Weigh t	Criterion	Punctuation
1	ES	E	Does not apply	Offer of flights and seats provided by the participating airline and members of the same economic group.	The airline and members of the same economic group must operate, at least, the same number of flights and seats offered in the IATA Winter 2023/24 season to Brazil.
2	ES	0	10	Existence of a flight from the continent of Origin to the Destination airport, see Annex 6 of this Notice.	10 points if there are no regular direct flights from the continent of Origin to the airport of Destination; O points if there are regular direct flights from the continent of Origin to the airport of Destination.
3	ES	0	10	Existence of direct flights to Brazil from the same airport of Origin, by other airlines, see Annex 6 of this Notice.	10 points if there are no direct flights from other airlines from the airport of Origin to Brazil; O points if there are direct flights from other airlines from the airport of Origin to Brazil.
4	ES	0	40	Level of market maturity, in accordance with Embratur strategy, see Annex 5 of this Notice.	10 points if exploratory market (Level 3) or observation market (Level 4); 4 points if market is growing or recovering (Level 2); 0 points for consolidated markets (Level 1) and other markets.
5	ES	С	10	Level of coordination of the airport of Origin, in accordance with IATA's WASG.	10 points if the airport of Origin is Coordinated Level 3 for the IATA W24/25 season; O points if the airport of Origin is not Coordinated Level 3 for the IATA W24/25 season.
6	ES	С	40	Existence of regular	10 points if the Destination airport does not have

#	Cat.	Туре	Weigh t	Criterion	Punctuation	
				international flights to the Brazilian Destination, see Annex 6 of this Notice.	international flights; 4 points if the Destination airport does not have a regular international flight to the continent of Origin; 2 points if the Destination airport does not have a regular international flight to the country of Origin; 0 points if the Destination airport has a regular international flight to the country of Origin.	
7	ES	С	20	Concretion of the city pair(s) in the Proposal.	10 points if both airports (Origin and Destination) are designated in the project; 4 points if only one of the airports (Origin or Destination) is designated in the project; 0 points if no airport is designated in the project.	
8	ES	С	20	Existence of regulations to reduce ICMS on QAV linked to the increase in international flights or code-sharing agreements.	require an increase in international flights; 4 points if the regulations for reducing ICMS on QAN provide for a reduction in the rate upon the operation of	
9	ES	С	10	Operating period of flights provided for in the Proposal.	4 points for regular operations between weeks 44/2024 (28OCT-03NOV) and 48/2024 (25NOV-01DEC); 3 points for regular operations between weeks 09/2025 (24FEB-02MAR) and 13/2025 (24MAR-30MAR); 2 points for regular operations between weeks 04/2025 (20JAN-26JAN) and 08/2025 (17FEB-23FEB); 1 point for regular operations between weeks 49/2024 (02DEC-08DEC) and 03/2025 (13JAN-19JAN).	
10	ES	С	100	Flight announcement date.	10 points if all frequencies included in the project have an announcement date equal to or later than the date of publication of the notice; O points if there are frequencies included in the project with an announcement date prior to the publication date of the notice.	
11	ES	С	20	Connectivity proposed domestic flight for the international flight.	1 point for every 1,000 weekly connecting seats, including arrivals and departures, limited to a maximum of 10 points. Connecting flights that have: Matches between 90 minutes after and 240 minutes after the proposed arrival of the flight; Arrivals between 240 minutes before and 90 minutes before the proposed departure of the flight; Own operation by the airline registered in SIROS or; Codeshare flight registered in SIROS.	

#	Cat.	Туре	Weigh t	Criterion	Punctuation	
12	ES	С	40	Origin emissive market volume, see Annex 5 of this Notice.	10 points for flights Originating in Group 1 countries; 4 points for flights Originating in Group 2 countries; 0 points for flights Originating in other countries.	
13	РО	E	Does not apply	Minimum regular weekly frequency of the Proposal per city pair.	Minimum of 2 regular weekly flights per city pair during the project period.	
14	₽	Φ	10	Regular weekly frequency of the Proposal.	10 points if more than 5 regular weekly flights during the project period; 4 points if more than 3 regular weekly flights during the project period; 0 points if less than 3 regular weekly flights during the project period.	
14	PO	0	10	Regular weekly frequency of the Proposal.	10 points if more or equal than 5 regular weekly flights during the project period; 4 points if more or equal than 3 regular weekly flights and less than 5 regular weekly flights during the project period; 0 points if less than 3 regular weekly flights during the project period. (wording given by 1ª Retificação, published in 09/05/2024)	
15	РО	C	40	Convenience of arrival and departure times at the Destination.	10 points if arrival and departure times are between 09:00 and 18:00; 4 points if only one of the times (arrival or departure) is between 09:00 and 18:00; 0 points if none of the times are between 09:00 and 18:00.	
16	PO	U	20	Type of proposed flight segment.	10 points if it is a fifth freedom flight in which the stop in Brazil is the intermediate point; 4 points if it is a fifth freedom flight in which the stop in Brazil is the final point; 0 points for all other flights.	
17	ST	C	10	Route efficiency (route taken with a direct flight vs. route taken with an existing offer).	10 points for reductions of 5% (Europe), 10% (North America) or 20% (other continents) in circuit activity; 4 points for reductions of 2.5% (Europe), 5% (North America) or 10% (other continents) in circuit activity; 1 point for reductions of 1% (Europe), 2% (North America) or 4% (other continents) in circuit activity; 0 points for other flights.	
18	ST	С	10	Implementation of the Proposal with lower emission aircraft.	10 points for carrying out the project with one of the following aircraft: • Airbus A220-100, A220-300, A320neo, A321neo, A330-900neo, A350-900, A350-1000; • Boeing 737-7, 737-8, 737-9, 737-10, 787-8, 787-9, 787-10;	

#	Cat.	Туре	Weigh t	Criterion	Punctuation		
					Embraer E195-E2.		
19	ST	€	10	Participation of the airport or airline in international commitments, or at a national level in Brazil, aimed at achieving the SDGs and the UN 2030 Agenda.	4 points for meeting each topic covered by a international commitment, or national commitment is Brazil, limited to a maximum of 12 points: - Sustainability and Environment; - Policies to Combat Human Trafficking, and the International Custody and Abduction of Minors; - Assistance to Women, Social Inclusion and Diversity.		
19	ST	С	10	Participation of the airport or airline in international commitments, or at a national level in Brazil, aimed at achieving the SDGs and the UN 2030 Agenda.	Brazil, limited to a maximum of 12 points:		
20	PM	0	10	Diversity of actions proposed in the Promotion Plan.	i panni pan iypa an proposasi danan (digiran adinipangin)		
21	PM	0	20	Values per seat of the proposed Promotion Plan			

7. PROCESS OF ANALYSIS AND CLASSIFICATION OF PROPOSALS

- 7.1. The process of analysis and qualification of Proposals will be based on verification of compliance with the requirements set out in item 5 and compliance with the criteria set out in item 6.
- 7.2. The process of analyzing and classifying Proposals will be conducted by an Evaluation Committee, designated by Embratur, composed of 3 (three) members of Embratur, 1 (one) member of the Ministry of Ports and Airports and 1 (one) member of the Ministry of Tourism.
 - I. The evaluation committee will be chaired by a representative of Embratur, who will be responsible for inviting observers at their discretion.
- 7.3. The Evaluation Committee will analyze and classify the Proposals according to the following process:

- I. <u>First Round Preliminary Analysis Report:</u> in up to **5 (five) business days** after the end of the First Round of Project Submission, the Report will be published electronically on the Embratur website, with the qualification status and ranking of the Proposals;
- II. The deadline for lodging Appeals to the First Round Preliminary Analysis Report will be **3 (three) business days**, followed by a period of **2 (two) business days for** Appeals' Analysis;
- III. <u>PATI First Call Report:</u> will be released after the Appeals' Analysis of the First Round Preliminary Analysis Report has been carried out;
- IV. The proposals designated as <u>qualified</u> in the PATI First Call Report will have a deadline of 5 (five) business days to reply with the <u>acceptance</u> or <u>refusal</u> from the right to procced to the Formalization stage, upon signature of the <u>Acceptance Letter</u>, according to the model available on the Annex 2 of this Notice;
- V. <u>Second Round Preliminary Analysis Report:</u> in up to **5 (five) business days** after the end of the Second Round of Project Submission, the Report will be published electronically on the Embratur website, with the qualification status and ranking of the Proposals;
- VI. The deadline for lodging Appeals to the Second Round Preliminary Analysis Report will be **3** (three) business days, followed by a period of **2** (two) business days for Appeals' Analysis;
- VII. <u>PATI Second Call Report:</u> will be released after the Appeals' Analysis of the Second Round Preliminary Analysis Report has been carried out.
- VIII. The proposals designated as <u>qualified</u> in the PATI SecondCall Report will have a deadline of **2 (two) business days** to reply with the <u>acceptance</u> or <u>refusal</u> from the right to procced to the Formalization stage, upon signature of the <u>Acceptance Letter</u>, according to the model available on the Annex 2 of this Notice;
- IX. After the deadline of the subitem VIII of this item, the Evaluation Committee may publish new Call Reports whenever there are resources available for qualifying new Proposals due to refusals or non-completion of Proposals;

7.4. Will be considered **eliminated** the Proposals that:

- I. Do not meet the eliminatory criteria;
- II. Do not meet the mandatory criteria;
- III. Fail to present the supporting documents requested in item 5.12;
- IV. Are registered without reaching the maximum score in Criteria 7 and 10 in the Second Round of Project Submission, according to item 5.9;
- V. Have less than 42 (forty-two) international arrivals to Brazil during the period described in item 1.2 of this Notice;
- V. Have less than 44 (forty-four) international arrivals to Brazil during the period described in item 1.2 of this Notice; (wording given by 1ª Retificação, published in 09/05/2024)
- VI. Present a Promotion Plan with a value per seat below the reference value contained in item 1.3 of this Notice.

7.5. Will beconsidered **able** the Proposals that:

- I. Comply with the eliminatory and mandatory criteria;
- II. Present the supporting documents requested in item 5.12;
- III. In the First Round of Project Submission, comply with item 5.8;

- IV. In the Second Round of Project Submission, comply with item 5.9.
- 7.6. The <u>ranking</u> of the Proposals will be made according to the simple sum of the scores obtained in each criterion, weighted by their respective weights. In case of a tie, Proposals with the same score will be prioritized following the order of criteria below:
 - I. Lower overall value of the Proposal, calculated by multiplying the seats for arrivals in Brazil presented in the Proposal by the reference value per seat defined in item 1.3;
 - II. Highest score obtained in the total of the Classification Criteria;
 - III. Highest score obtained in Criterion 21 of item 6.3;
 - IV. Highest score obtained in Criterion 20 of item 6.3;
 - V. Highest score obtained in Criterion 4 do item 6.3;
 - VI. Highest score obtained in Criterion 14 do item 6.3;
 - VII. Highest score obtained in Criterion 3 do item 6.3;
 - VIII. Highest score obtained in Criterion 2 do item 6.3;
 - IX. Date of submission of the Proposal via the registration link, with the oldest Proposal being given priority.
- 7.7. Proposals that present routes that exercise fifth freedom rights over traffic will have the right to be scored in each criterion according to the highest score that can be awarded considering the Origin and the Intermediate Point (for Indirect Fifth Freedom International Routes) or between the Origins of the two segments (for Direct Fifth Freedom International Routes).
- 7.8. Will be considered **qualified** the Proposals that have available resources, after adding the values of the Proposals qualified with higher scores, within the financial limit of the Notice, as defined in item 1.3;
- 7.9. Will be considered as <u>waiting list</u> the Proposals placed immediately below the qualified Proposals, up to the limit of the same number of Proposals qualified for the First Call and without limit of Proposals for the Second Call.
- 7.10. Embratur will communicate, electronically, the individual result of the analysis to the applicants of qualified and waiting list Proposals, informing them of the qualification and classification status of the Proposal.
- 7.11. Proposals qualified or on the waiting list in the First Call will, from the date of communication of the classification, have a period of 5 (five) business days to reply with the acceptance or refusal to be selected to advance to the Formalization stage, through the <u>Acceptance Letter</u> (Annex 2 of this Notice);
- 7.12. Proposals qualified or on the waiting list in the Second Call will, from the date of communication of the classification, have a period of 2 (two) business days to reply with the acceptance or refusal to be selected to advance to the Formalization stage, through the Acceptance Letter (Annex 2 of this Notice);
- 7.13. If amount available within the financial limit of the Notice as defined in item 1.3 is lower than the overall Proposal Value, the applicant(s) will have the right to refuse, without prejudice to the right to participate in subsequent Calls;
- 7.14. In case of refusal when there are values available within the financial limit of the Notice or non-conclusion by the applicant(s) of the Proposal, the same will be considered non-concluded for the purposes of calculating the amounts available in the Notice;
- 7.15. The absence of response within the deadlines described in the items 7.11 and 7.12 will be considered as a refusal of the right to proceed to the Formalization stage.

- 7.15 The absence of response within the deadlines described in the items 7.11 and 7.12 will be considered as a refusal of the right to proceed to the Formalization stage, without incurring penalties for the Applicant. (wording given by 1ª Retificação, published in 09/05/2024)
- 7.16. The protocol, receipt and/or acceptance of the form and supporting documents do not imply recognition of the approval condition of the Proposal, which will only take place after proof of compliance with the obligations of the Collaboration Agreement, as described in item 10.1 of this Notice.

8. OF THE RESOURCES AND DEADLINES

- 8.1. The Airline Applicants and Airport Applicants will be able to lodge appeals against the decisions taken by the Evaluation Committee, within the scope of this Public Call.
- 8.2. Appeals must be submitted within **3 (three) business days**, from the date of publication of the Preliminary Analysis Reports by Embratur, regarding the result of the Evaluation Committee's analysis.
- 8.3. The Evaluation Committee will analyze the appeals within **2 (two) business days**, from the date of receipt and will inform the final decision in writing to the applicant(s).
- 8.4. If the appeals presented imply a change in the results published in the report issued by the Evaluation Committee, these will be considered in the First Call Report and in subsequent Call Reports.

9. OBLIGATIONS RELATED TO SELECTED PROPOSALS

- 9. OBLIGATIONS RELATED TO SELECTED PROPOSALS (wording given by 1ª Retificação, published in 09/05/2024)
- 9.1. The Proposals selected to receive International Tourism Acceleration Program (PATI) respirces should, after the <u>acceptance</u> described in items 7.8 and 7.9, proceed to the stage of <u>Formalization</u>, which will be implemented through the celebration of <u>Collaboration</u> <u>Agreement</u> between Embratur and the Applicant(s).
- 9.2. If the Proposal has been presented individually by an Airport Applicant, the latter must, within 15 (fifteen) calendar days, present an Airline Applicant for the formalization of the Collaboration Agreement, through the presentation of the Consent Letter, according to the model contained in Annex 3 of this Notice;
- 9.3. Only a single Project will be permitted for each flight arriving in Brazil registered in SIROS of the National Civil Aviation Agency ANAC;
- 9.4. The applicant(s) will have a period of 60 (sixty) calendar days to present the following documents necessary to complete the project's **Collaboration Agreement**:
 - a. Registration, on SIROS of the National Civil Aviation Agency ANAC, of the new international flights proposed in the Project, considering the arrival of the first flight in Brazil and, at least, the number of total flights registered in the Project within the period described in item 1.2;
 - Sending an invitation letter for the launch event of the new international flights proposed in the Project or, in the case of a flight already launched, proof of an event or publication in mass media of the launch of new international flights described in the Project;

- c. Proof of the start of sales of the new international flights proposed in the Project, through an extract from a search tool on the *Global Distribution System* GDS or *online* search tool (such as Google *Flights*, Online Travel Agencies OTA or on the airline's own website);
- d. Presentation of a proposal to promote the referenced route(s) abroad, following the model in Annex 1 of this Notice, using the Brasil Brand guidelines;
- e. Formalization of the Promotion Plan(s) of the other partners presented in the Project;
- f. CNPJ card of the Applicant Airline;
- g. Constitutive act, statute or social contract in force, duly registered with the competent body;
- h. Act of appointment or election of administrators;
- i. Power of attorney with specific powers, if the Collaboration Agreement is signed by an attorney;
- j. Proof of bank domicile in Brazil of the Applicant Airline Company;
- k. Balance Sheet and Financial Statements for the last fiscal year, or opening balance sheet in the case of a newly incorporated company;
- Negative bankruptcy certificate issued by the distributor at the legal entity's headquarters;
- 9.5. Will result in **non-realization** of the Project and the consequent availability of values for other Proposals of the Notice the following cases;
 - Failure to present the documents listed in item 9.4 by the deadline for formalizing the Collaboration Agreement.In this case, a penalty of 500 (five hundred) negative points for the Airline applicant(s) (if withdrawal occurs after the deadline established in item 9.2) in the next 2 (two) Public Call Notices for the International Tourism Acceleration Program;
 - II. Non-presentation of an Airline Applicant until the deadline for its presentation, as established initem 9.2. In this case, it will be applied penalty of 500 (five hundred) negative points for the Airport Applicant in the next 2 (two) Public Call Notices for the International Tourism Acceleration Program;
 - III. Withdrawal from the process in the period between the presentation of an Airline Applicant, as established in item 9.2 and the deadline for formalizing the Collaboration Agreement as established in item 9.4. In this case, a penalty of 500 (five hundred) negative points for the Applicant Airline in the next 2 (two) Public Call Notices for the International Tourism Acceleration Program;
 - IV. Non-formalization of the Collaboration Agreement until the deadline for its formalization, as established in item 9.4. In this case, a penalty of 1.000 (one thousand) negative points for the applicant(s) in the next 2 (two) Public Call Notices for the International Tourism Acceleration Program;
 - V. Non-fulfillment of the dispositions of the Collaboration Term. In this case, a penalty of 2.000 (two thousand) negative points for the applicant(s) in the next 2 (two) Public Call Notices for the International Tourism Acceleration Program and the penalty of returning every transferred values by Embratur in the scope of the Collaboration Term. (wording given by 1ª Retificação, published in 09/05/2024)
- 9.6. The Evaluation Committee will carry out, within 5 (five) business days, the evaluation of the documents comprising the Collaboration Agreement.

- 9.6.1. If there is a need for adjustments or clarifications regarding the documents, the Evaluation Committee will forward an Opinion with the necessary changes to the applicants;
- 9.6.2. The applicants will have a period of 5 (five) business days after receiving the Opinion to resend the documents with the necessary changes;
- 9.6.3. The non-presentation of documents with the necessary changes within the deadline of the item 9.6.2 will result in the **non-realization** of the Project and the consequent availability of values for other Proposals of the Notice.
 - 9.7. The actions of the Promotion Plan must provid ethe use of Brasil Brand, observing the 2023 Brand Use Manual, available at: https://www.visitbrasil.com/pt/marcabrasil/.

10. PROJECTS

- 10.1. In case of approval of the Collaboration Agreement, the <u>approved</u> Proposal will be called Project for the purposes of this Notice;
- 10.1.1. Approved Projects will have access to the 1st Installment, worth 20% (twenty percent) of the global Proposal Value within 20 (twenty) business days after signing the <u>Collaboration</u> <u>Agreement</u>, through an electronic transfer available to a current account in a Brazilian bank, to enable the initial implementation of the Project.
- 10.1.2. Approved Projects will have access to the 2nd Installment, in the amount of 20% (twenty percent) of the global Proposal Value on November 30th 2024, through an electronic transfer available to a current account in a Brazilian bank, provided that all provisions contained in the Collaboration Agreement are met.
- 10.1.3. Approved Projects will have access to the 3rd Installment, in the amount of 20% (twenty percent) of the global Proposal Value on January 31st 2025, through electronic transfer available to a current account in a Brazilian bank, provided that all provisions contained in the Collaboration Agreement are met.
- 10.1.4. Approved Projects will have access to the 4th Installment, in the amount of 40% (forty percent) of the global Proposal Value from March 30th 2025 with the proof of compliance of all dispositions of the Collaboration Agreement and receipt of Report according to Annex 4 of this Nocitce, through electronic transfer available to a current account in a Brazilian bank.
- 10.1.5. The installments will be paid to the current account stated on the proof of bank domicile in Brazil, as demanded by item 9.4.j). (wording given by 1ª Retificação, published in 09/05/2024)
 - 10.2. Actions to promote and publicize the route that involve the dissemination of information, through *releases* or other type of joint action by the airline and Embratur must be previously submitted for analysis and approval by Embratur, and the minimum period of 3 (three) business days of advance notice must be observed.

11. **ELIGIBILITY REQUIREMENTS**

- 11.1. Airlines and/or airport administrators that fall into the following situations can not participate in the program:
 - I. With tax or social security debts in irregular situation;
 - II. That have been convicted in administrative or judicial proceedings for illegal or unethical practices related to civil aviation.
- 11.2. The Airline must offer at least 42 international, regular and direct arrivals for each of the proposed route(s) during the IATA Winter 2024/2025 season.

- 11.2. The Airline must offer at least 44 international, regular and direct arrivals for each of the proposed route(s) during the IATA Winter 2024/2025 season. (redaction given by 1ª Retificação, published in 09/05/2024)
- 11.3. The maximum value that a given airline, or economic group, may receive, under PATI, will be the reference value multiplied by the net growth in the number of seats on arriving flights, compared to the W23/24 season, between 29/10/2023 to 30/03/2024.
- 11.4. It will be up to the applicants to determine the implementation of the Proposals in Projects, by signing the Collaboration Agreement within the period described in item 9.4.
- 11.5. A company airline must invest at least 100% of the value offered by Embratur in the cooperative marketing action, in actions designed between the airline and Embratur.
- 11.6. To enjoy the incentives of the International Tourism Acceleration Program, the airline must comply with the planning proposed in the Project.

12. FINAL PROVISIONS

- 12.1. Embratur reserves the right, at any time, to change or cancel this Public Call, as long as it is justified.
- 12.2. The human resources used by any of the Applicants, as a result of the activities inherent to this Term, will not undergo any change in their relationship nor will they entail any burden on the otherApplicant.
- 12.3. The activities do notimply in assignment of servers, which may be designated only for the performance of a specific action foreseenno Notice and for a specified period.
- 12.4. Any clarifications and doubts related to the Public Call may be requested via email address editalvoos@embratur.com.br
- 12.5. Embratur will treat all information submitted by Applicants as confidential, with the identification number and total score being the only information in the Proposals that will be disclosed to the general public.
- 12.6. The Terms of Collaboration arising from this Notice will be published on the official Embratur website in accordance with Ordinance No. 26, of May 31, 2023, which deals with advertising of contractual and similar instruments, additive or terminating terms, auction, competition, competition, auction, competitive dialogue, exemptions and unenforceability of bidding, notices in general and other legal instruments, under the terms of art. 5th, item II of Law no. 14,002/2020.
- 12.7. When registering, the Applicants declare to be aware of the terms contained in this Notice and consent to the processing of personal data contained in the registration form, available together with this Notice available on the Embratur page, under the terms of Law No. 13,709/18 General Personal Data Protection Law (LGPD).

Brasília, March 18, 2023

(digitally signed)

MARCELO RIBEIRO FREIXO

President

ANNEX 1 - INTERNATIONAL ROUTE PROMOTION PLAN MODEL

(wording given by 1ª Retificação, published in 09/05/2024)

Proposal:	nún	nero da proposta	Applicant:	proponen	te
Action		Description - detailed inform action	Execution date	Value in BRL	
		Promot	ion Plan Subtotal (A):	BRL	
Assign	ment of t	BRL			
		BRL			
		Total de assentos			
Embratur contribution:				BRL	

Ohsherhs

- I. The following will be considered "Actions" of the promotion plan: digital campaignsis and static, face-to-face training It isvirtual, famtours, presstrips, business rounds and events.
- II. Other actions should be typified as "Others" and described in the "Description" field.
- III. Promotion Plans with values per seat lower than the reference value contained in item 1.3 of this Notice will not be accepted, under penalty of **disqualification** from Proposal.
- IV. For the purposes of measuring the Total Value of the Promotion Plan, each kilometer flown granted will have a reference value of BRLO.0156/km

ACCEPTANCE LETTER

Brasilia DF, data de assinatura

razão social do proponente, based in endereço do proponente, registered under no. número fiscal do proponente at órgão de registro fiscal do proponente, represented in this document by nome do representante legal, nacionalidade, holder of the Identity Card número de identidade and of documento fiscal brasileiro ou passaporte nº número fiscal brasileiro ou passaporte, registers, for participation purposes as APPLICANT for PUBLIC CALL NOTICE No. ___/2024 of AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DO TURISMO - Embratur, that ACCEPTS the selection of Proposal no. número da proposta already número da chamada Call for the Notice, which gives the right to advance it to the stage of Formalization of the Collaboration Agreement.

The **APPLICANT**, through this letter, declares to be aware of the provisions of item 9 of the Notice and the deadlines for delivery of the documents requested at this stage, listed below:

- Maximum deadline for presenting the Airline Applicant:
 15 dias após prazo máximo de envio da carta de Aceite
- Maximum deadline for formalizing the Collaboration Agreement:
 60 dias corridos após prazo máximo de envio da carta de Aceite

nome do representante legal
razão social do proponente
Proposal no. número da proposta

CONSENT LETTER

razão social do proponente, based in endereço do proponente, registered under no.

Brasilia DF, data de assinatura

número fiscal do proponente no órgão de registro	fiscal do proponente, represented in this
document by nome do representante legal, nacio	onalidade, holder of the Identity Card
número de identidade and of docum	ento fiscal brasileiro ou passaporte nº
número fiscal brasileiro ou passaporte, presents, fo	r registration purposes as APPLICANT for
PUBLIC CALL NOTICE No/2024 of AGÊNCIA BRAS	LEIRA DE PROMOÇÃO INTERNACIONAL DO
TURISMO - Embratur, the CONSENT of razão social d	o anuente), based in endereço do anuente),
registered under no. número fiscal do anuente	no órgão de registro fiscal do anuente,
represented in this document by	nome do representante legal do anuente,
nacionalidade do anuente, holder of the Identity Ca	rd número de identidade do anuente and
of documento fiscal brasileiro ou p	assaporte do anuente nº
número fiscal brasileiro ou passaporte do anuente of	its presentation as $\underline{\textbf{AIRLINE PROPONENT}}$ of
Proposal No. número da proposta for the stage of For	malization of the Collaboration Agreement
The APPLICANT and the CONSENTEE , through this let	•
the Notice in its entirety, available at endereço eletrôn	ico do edital .
nome do representante legal	nome do representante legal do anuente
razão social do proponente	razão social do anuente

ANNEX 4 - COLLABORATION AGREEMENT MODEL

COLLABORATION AGREEMENT № /2023

COLLABORATION AGREEMENT FOR PROMOTIONAL SUPPORT FROM THE AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DO TURISMO - EMBRATUR, parceiro 1 AND parceiro 2 WITH THE OBJECTIVE OF IMPLEMENTING NEW INTERNATIONAL DIRECT FLIGHTS TO BRAZIL.

AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DO TURISMO - Embratur, with headquarters at Setor Comercial Norte, Quadra 2, Bloco G, Asa Norte, Brasília/DF, CEP 70712-907, registered with CNPJ/MF nº 35.842.428/0001-66, hereby represented by the Chief Executive Officer of this Agency, Mr. Marcelo Ribeiro Freixo, holder of Identity Card No. 066274192 IFP/RJ and CPF No. 956.227.807-72, and by the Director of International Marketing, Business and Sustainability, Ms. Jaqueline Gil, holder of Identity Card No. 32.880.400- 9 SSP/SP and CPF nº 282.715.028-08, both resident and domiciled in this Capital; It is

parceiro 1, based in sede do parceiro 1, registered with CNPJ/MF no. CNPJ parceiro 1, in this act represented by cargo 1-1, representante 1-1, holder of Identity Card no. identidade 1-1 and CPF no. cpf 1-1, resident and domiciled in domicilio 1-1 and by cargo 2-1, representante 2-1, holder of Identity Card no. identidade 2-1 and CPF no. cpf 2-1, resident and domiciled in domicilio 2-1; It is

parceiro 2), based in sede do parceiro 2), registered with CNPJ/MF no. CNPJ parceiro 2), in this act represented by cargo 1-2, representante 1-2, holder of Identity Card no. identidade 1-2 and CPF no. cpf 1-2, resident and domiciled in domicilio 1-2 and by cargo 2-2, representante 2-2, holder of Identity Card no. identidade 2-2 and CPF no. cpf 2-2, resident and domiciled in domicilio 2-2, collectively referred to as APPLICANTS;

Considering what is contained in the SEI/Embratur process no. processo SEI, and in accordance with the provisions of section II, art. 5th, of Law No. 14,002/2020, resolve to present this Collaboration Agreement for the International Tourism Acceleration Program, under the following clauses and conditions:

Airline	Origin	Destiny	Total flights	Total seats	
cia aérea	código IATA origem cidade origem aero origem	código IATA destino cidade destino aero destino	total de voos flights to Brazil	Total de assentos seats bound for Brazil	
	Start of Operations:	início do voo			
	Start of Sales:	início das vendas		-	

FIRST CLAUSE - OBJECT

- **1.1** The purpose of this International Tourism Acceleration Program Collaboration Agreement is to formalize the Promotion Plan set out in the Proposal qualified through the Call Notice, with a view to implementing increases in the supply of international flights to Brazil.
- **1.2** The objective of this Collaboration Agreement is to implement international flights to Brazil by the airline cia aérea, Originating in the city of cidade origem and bound for the city of cidade destino, with an average weekly frequency of freq. semanal weekly flights operated on aircraft with, on average assentos por voo seats per flight, as registered in the SIROS of the National Civil Aviation Agency ANAC contained in the **Appendix A** of this Term.

CLAUSE TWO – OBLIGATIONS OF PROPONENTS

- **2.1** To achieve the objective established in this Collaboration Agreement, the Applicants are responsible for executing the values and actions established by each party, individually, in accordance with their duties.
- 2.2 The Applicants are jointly responsible to:
 - I. Formulate and implement, individually or jointly, the proposed activities and ensure that they are carried out efficiently and effectively;
- II. Prepare a Promotion Plan, which must be included in Annex B of this Term, for new international flights, delimiting actions, scopes, values, financial persons and those responsible for execution;
- III. Guarantee its financial and technical capacity to honor the commitments outlined in the proposal, respecting the best sustainability, administrative-financial and technical practices;
- IV. Provide, within the scope of their individual competencies, the necessary means for the best execution of this Agreement;
- V. Provide communication channels to facilitate negotiation, planning and execution of the activities delimited in this Agreement;
- VI. Act in a convergent manner with the other Applicants, within the scope of their individual competencies, with the objective of developing the offer of flights and international tourism to Brazil;
- VII. Support, technically and within its responsibilities, in the formation of actions aimed at the successful implementation of the increase in the supply of international flights to Brazil, stimulating in particular the demand of international visitors to Brazil and the demand for Brazilian products for export through the air mode;
- VIII. Share data, studies and information and other specific content that contribute to the implementation of the offer and the development of activities and the segment, safeguarding confidential or confidential information;
 - IX. Share multimedia materials you own, for use in activities related to advertising campaigns, events and social networks related to the objectof thisTerm, with the necessary

- authorizations for the transfer and use of voice/image and contacts, in compliance with the relevant legislation; It is
- X. Make the best efforts to carry out the activities proposed in this Agreement, respecting the terms and conditions presented herein.

CLAUSE THREE – OBLIGATIONS OF THE AIRLINE COMPANY

- **3.1** The bidding airline is responsible for:
 - I. Comply with the terms and conditions presented in this Agreement to enjoy the benefits provided by the activities and values offered by the Applicants;
- II. Carry out the programming of flights registered in SIROS of the National Civil Aviation Agency ANAC, delivering the increase in the supply of international flights object of the International Tourism Acceleration Program;
- III. Prove the sending of an invitation letter to the launch event of the new international flights proposed in the project or, in the case of a flight already launched, the holding of an event or publication in mass circulation media of the launch of the new international flights proposed in this Agreement;
- IV. Check the availability of seats for sale on the new international flights proposed in the project, using an extract from a search tool in the Global Distribution System GDS or by searching an online search tool (such as Google Flights, Online Travel Agencies OTA or the the airline's own website);
- V. Present, prior to the financial execution deadlines, the Public Call Notice no. número do edital of the International Tourism Acceleration Program (PATI), full compliance, by the aforementioned date, with the commitments presented within the scope of Project no. número da proposta;
- VI. Communicate to the Applicants any operational and/or commercial occurrences that prevent the execution of the scope of the Collaboration Agreement.

CLAUSE FOUR – EXECUTION

- **4.1** The Applicants will carry out the actions resulting from this Term according to the defined scope and deadlines.
- **4.2** It will be up to each Applicant, individually, to prove the availability of resources and technical capacity to faithfully comply with the actions and values of this Term.
- **4.3** The responsibilities for the execution, supervision and evaluation of the results of the activities carried out by the Applicants, individually or jointly, must be agreed in the Promotion Plan contained in the **Appendix B** of this Term.

CLAUSE FIVE – BUDGETARY AND EQUITY RESOURCES

5.1 It will be up to each Applicant, individually, to prove the availability of financial resources for the faithful fulfillment of the actions and values of this Term, considering as a minimum value that presented in the Promotion Plan contained in Proposal nº [proposal number].

5.2 The activities agreed in this Collaboration Agreement will be provided under a mutual cooperation regime, and the Applicants will not be entitled to any remuneration for them.

CLAUSE SIX – HUMAN RESOURCES

- **6.1** The human resources used by any of the Applicants, as a result of the activities inherent to this Term, will not change their relationship nor will they entail burdens on the other Applicants, with each Applicant being legally responsible for their own resources, whether their own or outsourced.
- **6.2** The activities will not involve the transfer of employees between the Applicants and the airline, who may only be designated to carry out specific actions provided for in the Collaboration Agreement and for a specified period.

CLAUSE SEVEN - TERM AND TERM

7.1 This term will be effective from the date of signature and will end on data de encerramento da temporada.

CLAUSE EIGHT - CHANGES

- **8.1** The conditions proposed in this Collaboration Agreement, contained in the documentation presented by the applicants of Proposal no. número da proposta of Public Call Notice no. número do edital of the International Tourism Acceleration Program (PATI), are irrevocable and irreversible during the term of this Term.
- **8.2** Modification to the Promotion Plan presented on the Proposal número da propostal will be admitted in case there are planned actions for dates before the signature of the Acceptance Letter, as long as those modifications do not impact negatively the score of the referred Proposal on the Public Notice. (wording given by 1ª Retificação, published in 09/05/2024)

CLAUSE NINE - TERMINATION

- 9.1 This Collaboration Agreement will be terminated:
 - I. Upon the advent of the final term of the contract, provided that all Applicants have fulfilled their contractual obligations;
- II. By communication from any of the Applicants, at least 30 (thirty) days in advance, in case of non-compliance with the obligations of any Applicants;
- III. By consensus of the Applicants before the advent of the final term of validity, which must be duly formalized;
- IV. For reasons of public interest, duly justified by any of the Applicants, by means of written notice to the other Applicants, at least 30 (thirty) days in advance.

<u>CLAUSE TEN – SECRECY, CONFIDENTIALITY, ADVERTISING AND DISCLOSURE</u>

- **10.1** The Applicants undertake to maintain confidentiality regarding the proposed activities, committed values, terms and conditions of this Collaboration Agreement as they are sensitive and strategic information, preserving the confidentiality of the content of this Collaboration Agreement in accordance with current legislation.
- **10.2** Publicity arising from the achievement of the objectives of this Collaboration Agreement, that is, for the implementation of new international flights to Brazil, must occur by mutual agreement between the Applicants and have an educational, informative, or socially oriented character, and names cannot be included. , symbols or images that characterize personal promotion or that have not been authorized by the opposing Party.
- **10.3** This Collaboration Agreement will be publicized through the publication of a joint release on the Applicants' website or social networks, upon the official announcement of the start of sales of new international flights to Brazil.
- **10.4** The use of names, brands, signs, logos or other distinctive signs or identifications owned by one of the Applicants and/or the airline, or by their indication, in no case shall be understood as a license or assignment of use or constitution of any right in favor of the Applicant or airline user over such goods. However, any use of the Applicants' Trademarks will be subject to the prior express authorization of the latter.
- **10.5** This Collaboration Agreement will be published on Embratur's official website in accordance with Ordinance No. 26, of May 31, 2023, which deals with advertising of contractual and similar instruments, additive or terminating terms, auction, competition, contest, auction, competitive dialogue, exemptions and unenforceability of bidding, notices in general and other legal instruments, under the terms of art. 5th, item II of Law no. 14,002/2020.

CLAUSE ELEVEN - OMITTED CASES

11.1 Situations not foreseen in this instrument will be resolved by mutual agreement between the Applicants and the airline, whose direction must aim at the full execution of the object.

CLAUSE TWELVE - LEGISLATION AND JURISDICTION

12.1 This Collaboration Agreement is governed by Brazilian legislation, with the city of Brasília being elected to resolve any doubts or controversies arising from this agreement.

As they are fair and agreed, they sign this Collaboration Agreement, in as many copies as there are Applicants, in the same form and content, and in the presence of two witnesses so that it produces its legal and legal effects in and out of court.

Brasilia, dia of mês of ano.	
Marcelo Ribeiro Freixo	Jacqueline Gil
CEO	International Marketing Director,

from Embratur	Embratur Business and Sustainability		
representante 1-1 cargo 1-1	representante 2-1 cargo 2-1		
representante 1-2 cargo 1-2	representante 2-2 cargo 2-2		

APPENDIX A OF THE COLLABORATION AGREEMENT - REGISTRATION OF PROPOSED FLIGHTS IN SIROS

[To be attached to signature]

APPENDIX B OF THE COLLABORATION AGREEMENT - PROMOTION PLAN

Project:	núm	nero do projeto	número da proposta		
Action		IDescription		Execution date	Value in BRL
		Promoti	on Plan Subtotal (A):	BRL	
Assign	ment of t	BRL			
		BRL			
		Total de assentos			
		En	nbratur contribution:	BRL	

Comments

- V. **The following will be considered "Actions" of the promotion plan:** Digital and static campaigns, in-person and virtual training, *famtours*, *presstrips*, business rounds and events.
- VI. Other actionsmust be qualified as "Other" and described in the "Description" field.
- VII. Promotion Plans with values per seat lower than the reference value contained in item 1.3 of this Notice will not be accepted, under penalty of disqualification from Proposal.
- /III. For the purposes of measuring the Total Value of the Promotion Plan, each kilometer flown granted will have a reference value of BRL0.0156/km

ANNEX 5 - COUNTRY GROUPINGS FOR ANALYSIS OF NOTICE CRITERIA

LIST OF STRATEGIC MARKETS (for analysis of Criteria 4 and 20)

Level	Markets
Level 1	Argentina, Bolivia, Chile, Paraguay, Portugal and Uruguay
Level 2	Germany, Belgium, Colombia, Spain, United States, France, Italy, Mexico, Netherlands, Peru, United Kingdom and Switzerland
Level 3	South Africa, Australia, Canada, China and Japan
Level 4	South Korea, Panama and Venezuela
Level 5	Other countries

LIST OF ISSUING MARKETS (for analysis of Criteria 12 and 20)

Level	Markets
Group 1	Germany, Saudi Arabia, Australia, Belgium, Canada, China, South Korea, Spain, United States, France, India, Italy, Japan, Netherlands, United Kingdom, Sweden and Switzerland
Group 2	Austria, Denmark, Finland, Greece, Indonesia, Ireland, Israel, Mexico, Norway, Pakistan, Poland, Russia, Singapore, Thailand, Taiwan and Turkey
Group 3	Other countries

ANNEX 6 - CITY GROUPINGS FOR ANALYSIS OF NOTICE CRITERIA

LIST OF ORIGIN-DESTINATION PAIRS SERVED IN THE IATA WINTER 2023/24 SEASON (for analysis of Criteria 2 and 6)

criteria 2 and 0)			
Origin	Country	Continent	Destination
Addis Ababa (ADD)	Ethiopia	Africa	São Paulo-Guarulhos (GRU)
Amsterdam (AMS)	Netherlands	Europe	Rio de Janeiro-Galeão (GIG)
Amsterdam (AMS)	Netherlands	Europe	São Paulo-Guarulhos (GRU)
Asunción (ASU)	Paraguay	South America	São Paulo-Guarulhos (GRU)
Atlanta (ATL)	USA	North America	Rio de Janeiro-Galeão (GIG)
Atlanta (ATL)	USA	North America	São Paulo-Guarulhos (GRU)
Barcelona (BCN)	Spain	Europe	São Paulo-Guarulhos (GRU)
Bogota (BOG)	Colombia	South America	Belo Horizonte-Confins (CNF)
Bogota (BOG)	Colombia	South America	Manaus (MAO)
Bogota (BOG)	Colombia	South America	Rio de Janeiro-Galeão (GIG)
Bogota (BOG)	Colombia	South America	São Paulo-Guarulhos (GRU)
Boston (BOS)	Colombia	South America	São Paulo-Guarulhos (GRU)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Brasilia (BSB)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Curitiba (CWB)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Florianópolis (FLN)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Rio de Janeiro-Galeão (GIG)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	São Paulo-Guarulhos (GRU)
Buenos Aires Feries (FZF)	Argentina	South America	Porto Alegre (POA)
Buenos Aires Ezeiza (EZE)	Argentina	South America	Florianópolis (FLN)
Buenos Aires Ezeiza (EZE)	Argentina	South America	Rio de Janeiro-Galeão (GIG)
Buenos Aires-Ezeiza (EZE) Buenos Aires-Ezeiza (EZE)	Argentina	South America	São Paulo-Guarulhos (GRU)
,	Argentina USA	South America North America	Salvador (SSA)
Chicago-O'Hare (ORD) Cape Town (CPT)	South Africa	Africa	São Paulo-Guarulhos (GRU) São Paulo-Guarulhos (GRU)
Mexico City (MEX)	Mexico	North America	São Paulo-Guarulhos (GRU)
Cochabamba (CBB)	Bolivia	South America	São Paulo-Guarulhos (GRU)
Cordoba (COR)	Argentina	South America	Florianópolis (FLN)
Cordoba (COR)	Argentina	South America	Rio de Janeiro-Galeão (GIG)
Curacao (CUR)	Curação	North America	Belo Horizonte-Confins (CNF)
Dallas-Fort Worth (DFW)	USA	North America	São Paulo-Guarulhos (GRU)
Doha (DOH)	Qatar	Asia	São Paulo-Guarulhos (GRU)
Dubai (DXB)	United Arab Emirates	Asia	Rio de Janeiro-Galeão (GIG)
Dubai (DXB)	United Arab Emirates	Asia	São Paulo-Guarulhos (GRU)
Fort Lauderdale (FLL)	USA	North America	Belém (BEL)
Fort Lauderdale (FLL)	USA	North America	Campinas-Viracopos (VCP)
Frankfurt (FRA)	Germany	Europe	Rio de Janeiro-Galeão (GIG)
Frankfurt (FRA)	Germany	Europe	São Paulo-Guarulhos (GRU)
Houston-Intercontinental (IAH)	USA	North America	Rio de Janeiro-Galeão (GIG)
Houston-Intercontinental (IAH)	USA	North America	São Paulo-Guarulhos (GRU)
Istanbul (IST)	Türkiye	Europe	São Paulo-Guarulhos (GRU)
Johannesburg (JNB)	South Africa	Africa	São Paulo-Guarulhos (GRU)
Five (LIM)	Peru	South America	Brasilia (BSB)
Five (LIM)	Peru	South America	Rio de Janeiro-Galeão (GIG)
Five (LIM)	Peru	South America	São Paulo-Guarulhos (GRU)
Five (LIM)	Peru	South America	Porto Alegre (POA)
Lisbon (LIS)	Portugal	Europe	Belém (BEL)
Lisbon (LIS)	Portugal	Europe	Brasilia (BSB)
Lisbon (LIS)	Portugal	Europe	Belo Horizonte-Confins (CNF)
Lisbon (LIS)	Portugal	Europe	Fortaleza (FOR)
Lisbon (LIS)	Portugal	Europe	Rio de Janeiro-Galeão (GIG)
Lisbon (LIS)	Portugal	Europe	São Paulo-Guarulhos (GRU)
Lisbon (LIS)	Portugal	Europe	Campinas-Viracopos (VCP)
Lisbon (LIS)	Portugal	Europe	Porto Alegre (POA)
Lisbon (LIS)	Portugal	Europe	Recife (REC)
Lisbon (LIS)	Portugal	Europe	Natal (NAT)

Origin	Country	Continent	Destination
Lisbon (LIS)	Portugal	Europe	Salvador (SSA)
Londres-Heathrow (LHR)	United Kingdom	Europe	Rio de Janeiro-Galeão (GIG)
Londres-Heathrow (LHR)	United Kingdom	Europe	São Paulo-Guarulhos (GRU)
Los Angeles (LAX)	USA	North America	São Paulo-Guarulhos (GRU)
Luanda (LAD)	Angola	Africa	São Paulo-Guarulhos (GRU)
Mothers (MAD)	Spain	Europe	Rio de Janeiro-Galeão (GIG)
Mothers (MAD)	Spain	Europe	São Paulo-Guarulhos (GRU)
Mothers (MAD)	Spain	Europe	Salvador (SSA)
Mendoza (MDZ)	Argentina	South America	São Paulo-Guarulhos (GRU)
Miami (MIA)	USA	North America	Brasilia (BSB)
Miami (MIA)	USA	North America	Fortaleza (FOR)
Miami (MIA)	USA	North America	Rio de Janeiro-Galeão (GIG)
Miami (MIA)	USA	North America	São Paulo-Guarulhos (GRU)
Milan-Malpensa (MXP)	Italy	Europe	São Paulo-Guarulhos (GRU)
Montevideo (MVD)	Uruguay	South America	Curitiba (CWB)
Montevideo (MVD)	Uruguay	South America	Rio de Janeiro-Galeão (GIG)
Montevideo (MVD)	Uruguay	South America	São Paulo-Guarulhos (GRU)
Montevideo (MVD)	Uruguay	South America	Porto Alegre (POA)
Montevideo (MVD)	Uruguay	South America	Recife (REC)
Montreal-Trudeau (YUL)	Canada	North America	São Paulo-Guarulhos (GRU)
Newark (EWR)	USA	North America	São Paulo-Guarulhos (GRU)
New York-JFK (JFK)	USA	North America	Rio de Janeiro-Galeão (GIG)
New York-JFK (JFK)	USA	North America	São Paulo-Guarulhos (GRU)
Orlando (MCO)	USA	North America	Brasilia (BSB)
Orlando (MCO)	USA	North America	São Paulo-Guarulhos (GRU)
Orlando (MCO)	USA	North America	Campinas-Viracopos (VCP)
Orlando (MCO)	USA	North America	Recife (REC)
Panama-Tocumen (PTY)	Panama	North America	Brasilia (BSB)
Panama-Tocumen (PTY)	Panama	North America	Belo Horizonte-Confins (CNF)
Panama-Tocumen (PTY)	Panama	North America	Manaus (MAO)
Panama-Tocumen (PTY)	Panama	North America	Rio de Janeiro-Galeão (GIG)
Panama-Tocumen (PTY)	Panama	North America	São Paulo-Guarulhos (GRU)
Panama-Tocumen (PTY)	Panama	North America	Porto Alegre (POA)
Paramaribo (PBM)	Suriname	South America	Belém (BEL)
Paris-Charles de Gaulle (CDG)	France	Europe	Fortaleza (FOR)
Paris-Charles de Gaulle (CDG)	France	Europe	Rio de Janeiro-Galeão (GIG)
Paris-Charles de Gaulle (CDG)	France	Europe	São Paulo-Guarulhos (GRU)
Paris-Orly (ORY)	France	Europe	Campinas-Viracopos (VCP)
Porto (OPO)	Portugal	Europe	Rio de Janeiro-Galeão (GIG)
Porto (OPO)	Portugal	Europe	São Paulo-Guarulhos (GRU)
Punta del Este (PDP)	Uruguay	South America	São Paulo-Guarulhos (GRU)
Rome-Fiumicino (FCO)	Italy	Europe	Rio de Janeiro-Galeão (GIG)
Rome-Fiumicino (FCO)	Italy	Europe	São Paulo-Guarulhos (GRU)
Rosary (ROS)	Argentina	South America	São Paulo-Guarulhos (GRU)
Santa Cruz de la Sierra (VVI)	Bolivia	South America	São Paulo-Guarulhos (GRU)
Santiago (SCL)	Chile	South America	Belo Horizonte-Confins (CNF)
Santiago (SCL)	Chile	South America	Curitiba (CWB)
Santiago (SCL)	Chile	South America	Foz do Iguaçu (IGU)
Santiago (SCL)	Chile	South America	Florianópolis (FLN)
Santiago (SCL)	Chile	South America	Rio de Janeiro-Galeão (GIG)
Santiago (SCL)	Chile	South America	São Paulo-Guarulhos (GRU)
Santiago (SCL)	Chile	South America	Porto Alegre (POA)
Santo Domingo (SDQ)	Dominican Republic	North America	São Paulo-Guarulhos (GRU)
Toronto-Pearson (YYZ)	Canada	North America	São Paulo-Guarulhos (GRU)
Washington-Dulles (IAD)	USA	North America	São Paulo-Guarulhos (GRU)
Zurich (ZRH)	Switzerland	Europe	São Paulo-Guarulhos (GRU)
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LIST OF ORIGIN-AIRLINE PAIRS SERVED IN THE IATA WINTER 2023/24 SEASON (for Criterion 3 analysis)

Origin	Country	Continent	Airline
Addis Ababa (ADD)	Ethiopia	Africa	Ethiopian Airlines (ET)
Amsterdam (AMS)	Netherlands	Europe	KLM (KL)
Asunción (ASU)	Paraguay	South America	GOAL (G3)
Asunción (ASU)	Paraguay	South America	LATAM (LA)
Atlanta (ATL)	USA	North America	Delta Airlines (DL)
Barcelona (BCN)	Spain	Europe	LATAM (LA)
Bogota (BOG)	Colombia	South America	Avianca (AV)
Bogota (BOG)	Colombia	South America	LATAM (LA)
Boston (BOS)	Colombia	South America	LATAM (LA)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Argentine Airlines (AR)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	Flybondi (FO)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	GOAL (G3)
Buenos Aires-Aeroparque (AEP)	Argentina	South America	LATAM (LA)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Argentine Airlines (AR)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Air Canada (AC)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	British Airways (BA)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Emirates (EC)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Ethiopian Airlines (ET)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Flybondi (FO)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	GOAL (G3)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	JetSMART (YES, WJ)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	LATAM (LA)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Swiss (LX)
Buenos Aires-Ezeiza (EZE)	Argentina	South America	Turkish Airlines (TK)
Chicago-O'Hare (ORD)	USA	North America	United Airlines (UA)
Cape Town (CPT)	South Africa	Africa	South African Airways (SA)
Mexico City (MEX)	Mexico	North America	Aeromexico (AM)
Mexico City (MEX)	Mexico	North America	LATAM (LA)
Cochabamba (CBB)	Bolivia	South America	Bolivian (OB)
Cordoba (COR)	Argentina	South America	Argentine Airlines (AR)
Cordoba (COR)	Argentina	South America	GOAL (G3)
Curacao (CUR)	Curaçao	North America	Blue (AD)
Dallas-Fort Worth (DFW)	USA	North America	American Airlines (AA)
Doha (DOH)	Qatar	Asia	Qatar Airways (QR)
Dubai (DXB)	United Arab Emirates	Asia	Emirates (EC)
Fort Lauderdale (FLL)	USA	North America	Blue (AD)
Frankfurt (FRA)	Germany	Europe	LATAM (LA)
Frankfurt (FRA)	Germany	Europe	Lufthansa (LH)
Houston-Intercontinental (IAH)	USA	North America	United Airlines (UA)
Istanbul (IST)	Türkiye	Europe	Turkish Airlines (TK)
Johannesburg (JNB)	South Africa	Africa	LATAM (LA)
Johannesburg (JNB)	South Africa	Africa	South African Airways (SA)
Five (LIM)	Peru	South America	LATAM (LA)
Five (LIM)	Peru	South America	SKY Airline (H2, H8)
Lisbon (LIS)	Portugal	Europe	Blue (AD)
Lisbon (LIS)	Portugal	Europe	LATAM (LA)
Lisbon (LIS)	Portugal	Europe	TAP Air Portugal (TP)
Londres-Heathrow (LHR)	United Kingdom	Europe	British Airways (BA)
Londres-Heathrow (LHR)	United Kingdom	Europe	LATAM (LA)
Los Angeles (LAX)	USA	North America	LATAM (LA)
Luanda (LAD)	Angola	Africa	TAAG Angola Airlines (DT)
Mothers (MAD)	Spain	Europe	Air Europa (UX)
Mothers (MAD)	Spain	Europe	Iberia (IB)
Mothers (MADZ)	Spain	Europe	LATAM (LA)
Mendoza (MDZ)	Argentina	South America	GOAL (G3)
Mendoza (MDZ)	Argentina	South America	LATAM (LA)
Miami (MIA)	USA	North America	American Airlines (AA)

Origin	Country	Continent	Airline
Miami (MIA)	USA	North America	GOAL (G3)
Miami (MIA)	USA	North America	LATAM (LA)
Milan-Malpensa (MXP)	Italy	Europe	LATAM (LA)
Montevideo (MVD)	Uruguay	South America	Blue (AD)
Montevideo (MVD)	Uruguay	South America	GOAL (G3)
Montevideo (MVD)	Uruguay	South America	JetSMART (YES, WJ)
Montevideo (MVD)	Uruguay	South America	LATAM (LA)
Montreal-Trudeau (YUL)	Canada	North America	Air Canada (AC)
Newark (EWR)	USA	North America	United Airlines (UA)
New York-JFK (JFK)	USA	North America	American Airlines (AA)
New York-JFK (JFK)	USA	North America	Delta Airlines (DL)
New York-JFK (JFK)	USA	North America	LATAM (LA)
Orlando (MCO)	USA	North America	Blue (AD)
Orlando (MCO)	USA	North America	GOAL (G3)
Orlando (MCO)	USA	North America	LATAM (LA)
Panama-Tocumen (PTY)	Panama	North America	Copa Airlines (CM)
Paramaribo (PBM)	Suriname	South America	GOAL (G3)
Paris-Charles de Gaulle (CDG)	France	Europe	Air France (AF)
Paris-Charles de Gaulle (CDG)	France	Europe	LATAM (LA)
Paris-Orly (ORY)	France	Europe	Blue (AD)
Porto (OPO)	Portugal	Europe	TAP Air Portugal (TP)
Punta del Este (PDP)	Uruguay	South America	Blue (AD)
Rome-Fiumicino (FCO)	Italy	Europe	ITA Airways (AZ)
Rome-Fiumicino (FCO)	Italy	Europe	LATAM (LA)
Rosary (ROS)	Argentina	South America	GOAL (G3)
Santa Cruz de la Sierra (VVI)	Bolivia	South America	Bolivian (OB)
Santa Cruz de la Sierra (VVI)	Bolivia	South America	GOAL (G3)
Santiago (SCL)	Chile	South America	JetSMART (YES, WJ)
Santiago (SCL)	Chile	South America	LATAM (LA)
Santiago (SCL)	Chile	South America	SKY (H2, H8)
Santo Domingo (SDQ)	Dominican Republic	North America	Arajet (DM)
Toronto-Pearson (YYZ)	Canada	North America	Air Canada (AC)
Washington-Dulles (IAD)	USA	North America	United Airlines (UA)
Zurich (ZRH)	Switzerland	Europe	Swiss (LX)