



Notice

3rd Startup Acceleration Cycle

Joinville, October 19h, 2023

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1. Purpose of the ShiftT Startups Acceleration Program

The purpose of TUPY's Startup Acceleration Program (referred to in this document as the PROGRAM) is to develop and foster Innovation and Sustainable Development, through a connection between innovative entrepreneurs (with established STARTUPS) and TUPY, thereby strengthening the innovation ecosystem and generating a positive impact in the territories where STARTUPS and TUPY operate through new business opportunities and knowledge generation.

The PROGRAM's objectives include accelerating STARTUPS that have innovative business models and/or disruptive technologies. This acceleration occurs by developing proofs of concept and/or market validations together with TUPY, mentoring with TUPY professionals who have great experience in their areas of expertise and access to all value proposition described throughout this document.

Tupy seeks to access technologies that allow the company to maintain its leading position in the sectors in which it operates, whether through the generation of operational improvements, new business opportunities or even the development of a culture of innovation through the interaction of its employees with STARTUPS. All this while maintaining and formalizing the utmost respect for entrepreneurs and teams with whom we will have the opportunity to interact.

2. Details of the Notice of the 2nd Acceleration Cycle of the Program

2.1. Purpose of the Notice

The main objectives of this notice are to:

- Define the selection process of the start-ups that will be accelerated by the 2nd Startup Acceleration Cycle of the PROGRAM;
- Describe the stages of the selection, pre-selection, acceleration, and post-acceleration phases of the PROGRAM;
- Communicate the value proposition to start-ups that are formally selected, approved, and accelerated within the PROGRAM;
- Clarify the main elements which are not foreseen, and which are not part of the object of the PROGRAM;
- Indicate the preferred areas of interest to TUPY, thus directing the PROGRAM to the participation of STARTUPS to serve them through their technologies and/or business models.

2.2. PROGRAM Overview

The PROGRAM consists of selecting STARTUPS interested in developing together with TUPY professionals, Proofs of Concept and/or validating innovative business models and, during this process, receiving acceleration as described in this notice.

Proofs of Concept (PoC): a process that consists of creating hypotheses for solving existing challenges within Tupy's industrial or administrative processes, aligned with the areas of interest of TUPY (described in this notice in item 2.5). Through the implementation of an MVP, it will be verified whether the proposed solution solves the challenges described. Once the result is verified and the generation of value is confirmed, there is the possibility of scaling the solution in new TUPY processes.

Innovative business models: process consisting of the co-creation (TUPY and STARTUP) of hypotheses for developing new products, services, or business models aligned with TUPY's areas of interest (described in this notice in item 2.5). Through the implementation of an MVP, it will be validated if the proposed solution is accepted by the target market. Once the solution is validated and depending on its maturity level, the result will be the exploitation of this new market.

MPV: Minimum Viable Product. It means the minimum set of features that allow the validation of hypotheses for solving a given challenge or market, with agility and minimizing risks and uncertainties before scaling the solution. The selected startups will be remunerated for carrying out their work in amounts to be agreed during the pre-acceleration phase.

Throughout the acceleration PROGRAM, the selected and approved STARTUPS will receive knowledge input through the mentoring program described below, which will allow the STARTUPS a greater understanding of the industrial environment, management, and markets.

2.3. Value Proposition for STARTUPS

TUPY promotes sustainable development in its relations with the innovation ecosystem in which it operates. Therefore, it has prepared a differentiated value proposition for the selected and approved STARTUPS who agree to participate in the 2nd acceleration cycle of the PROGRAM. The main differentials are:

- I. Opportunity to develop proofs of concept and/or validation of business models in conjunction with TUPY in a remunerated manner. The definition of the remuneration will occur in the pre-acceleration phase of the PROGRAM and consists of defining the scope of action and negotiation between TUPY and the STARTUP on the remuneration necessary to execute the defined scope.
- II. The startups participating in the PROGRAM do not need to make equity available to TUPY, as an "Equity Free" PROGRAM;
- III. STARTUPS that are of interest to TUPY and perform well during the validation of proofs of concept and/or validation of business models together with TUPY may be indicated for the TUPY VENTURES process, which is not part of the PROGRAM and not covered by this notice;
- IV. TUPY declares its respect for the STARTUP's intellectual property, as described in the intellectual property policy informed in this notice (see details in item 3.1);
- V. TUPY declares its respect for the talent retention process of the STARTUP and informs in this notice how this materializes in actions (see details in item 3.2);
- VI. In line with the scope defined with the TUPY team for development and validation during the PROGRAM acceleration process, the STARTUP will be able to access the TUPY structure (as necessary, together with the TUPY team and observing the internal rules of the Company and/or its partners):
 - Plants, processes and industrial culture distributed in Brazil, Mexico and Portugal;
 - Business offices in Europe and the United States;
 - Global supply chain;
 - Laboratories connected with the theme of Metallurgy and Engines;
 - Access to markets: Automotive, Capital Goods, Agribusiness, Energy & Decarbonization and Maritime
 - Network of product distributors located throughout the Brazilian territory;Access to the authorized service and distributors for parts, generators and marine sectors.
- VII. Mentoring process with experienced Tupy professionals; we have prepared a customized mentoring process so that each STARTUP participating in the acceleration PROGRAM can have a more appropriate knowledge contribution for each reality, moment, and challenge (see detail in item 2.12.);
- VIII. The selected STARTUPS will be registered (at no cost to the STARTUP) on the Nimbi platform – supply chain management platform. Thus, in addition to the benefits described in this notice, the STARTUP will be part of the database of suppliers of large Brazilian companies (learn more at www.nimbi.com.br);
- IX. STARTUPS that include a socio-environmental vision in their business models are considered with a differential concerning the others in the criteria for evaluating the selection and validating the results of participation in the PROGRAM;

- X. Throughout the acceleration process of the PROGRAM, participating STARTUPS will have an increase in external visibility via communications prepared by TUPY and posts on social networks, in which STARTUP brands will be recognized and communicated, thus increasing their visibility to the market.

2.4. Items that are not part of the Value Proposition for startups

The following items, without limitation, are not part of the value proposition for the STARTUPS selected and approved in the PROGRAM:

- I. Investments in startups during the acceleration process;
- II. Contribution of additional financial values to the remuneration value defined in the scope of proof of concept and/or validation of the business model;
- III. Costs with travel, stays and meals of STARTUP employees, and these costs must be covered by the STARTUP for the remuneration, according to the defined scope;
- IV. Any employment relationship between STARTUP employees and TUPY;
- V. Supply of work equipment, IT and etc.; except for exceptions defined in the scope of the Proof of Concept and/or Validation of the Business Model;
- VI. The authorization for the STARTUP to speak on behalf of TUPY or communicate confidential details of the initiatives under development with TUPY.

Regarding any additional questions that may arise during the PROGRAM and that are not covered by this notice, TUPY is given the prerogative to make the necessary definitions in line with the main objective of the PROGRAM.

2.5. Which STARTUPS TUPY is seeking to participate in the PROGRAM

The areas of interest of TUPY and consequently the areas of operation of the selected STARTUPS should preferably be aligned with:

- a. **Energy** (Battery recycling, Energy efficiency, New fuels, Hydrogen and Biofuels)
Sustainable Development (Decarbonization, Circular economy and Social Impact)
- b. **Infrastructure** (Basic sanitation , Gas, 5G infrastructure and Urban waste)
- c. **Digital Transformation** (Management industrial assets, Traceability, Data (data mining, machine learning and data models, Artificial Intelligence, Industry 4.0 and Digital office)
- d. **Innovation Business Model** (Transport, Mobility and logistics, Manufacturing, Metallurgy, Agriculture and Capital goods)

In the case of startups that do not work in the areas of interest described above but believe they can offer TUPY any solution, the alternative is to access the Open Innovation Portal, where it is possible to check whether the startup's value proposition connects with any of the open challenges [<https://www.tupy.com.br/inovacao-aberta/>]

2.6. Requirements for startups to participate in the PROGRAM

For a STARTUP to be able to apply and participate in the PROGRAM, the STARTUP must meet the following conditions:

- I. Teams formed by professionals who are full time dedicated to the STARTUP with at least 2 members, roles defined and distributed among business, operations and technology areas;
- II. STARTUP legally constituted and active;
- III. Have registration as a legal entity for up to six full years;
- IV. Annual gross revenue of up to R\$16 million per year (considering base year 2022 preferably);
- V. Degree of maturity of the STARTUP: have at least one MVP (technology and/or business model) implemented or close to being implemented and that can be validated together with Tupy (startups that have only concepts or are only in the Conception phase are not the focus of the PROGRAM);
- VI. All members of the STARTUP are over 18 years of age;
- VII. Accept all the conditions described in this notice.

In the case of technology-based companies that do not meet the requirements described above but believe they can offer TUPY any solution, the alternative available is to access the Open Innovation Portal, where it can be verified if the STARTUP's value proposition connects with any of the open challenges [<https://www.tupy.com.br/inovacao-aberta/>]

2.7. Commitments of startups who decide to participate in the PROGRAM

Once registered in the 2nd cycle of the PROGRAM, the STARTUP assumes the following commitments:

- I. Respect TUPY's internal standards, especially those related to supplier management, ethics, health, and safety;
- II. Availability to participate in the selection process of STARTUPS that will participate in the PROGRAM, with presence in the stages as described in item 2.8. of this notice;

- III. Once the STARTUP is selected and approved by TUPY, it must be available to participate in the pre-acceleration, acceleration, and post-acceleration process, including its stages, meetings, and mentoring; as described in items 2.9., 2.10. and 2.11. of this notice;
- IV. The participation of at least one STARTUP participant in mentoring meetings, maintaining punctuality, availability, and focus;
- V. Participation in TUPY's external communication actions on the acceleration PROGRAM;
- VI. Ensure good ethical practices, based on the TUPY code of ethics, in all relationships between the STARTUP and TUPY and/or TUPY partners;
- VII. As part of the pre-acceleration process, the selected and approved STARTUPS will have a stage for building a VALUATION with TUPY professionals. This VALUATION will serve as a basis for discussion if, in the future, TUPY indicates the STARTUP for the VENTURES process, and the STARTUP undertakes to participate in this stage and provide all the necessary information requested, in accordance with the process;
- VIII. The STARTUP undertakes not to carry out investment rounds or contributions from new investors after selection for participation in the PROGRAM until the end of the acceleration;
 - a. If there is a need to receive support from the startup to maintain or grow its business, Tupy agrees to evaluate the situation and, if confirmed, replace the commitment not to receive support from new investors with a preemptive rights granted to Tupy
 - b. Tupy must be made aware of the terms of any contribution proposal that is of interest to the startup within 2 days of receipt, having 30 days to exercise its priority or to decline
 - c. If you choose to decline and understand that the contribution is contrary your interests, Tupy reserves the right to terminate the acceleration process, having no obligation to make any payment previously agreed within the scope of the acceleration that has not been delivered.
- IX. The STARTUP undertakes to notify TUPY in advance of any event that culminates in a change in the VALUATION after selection to participate in the PROGRAM until the end of the acceleration
- X. Also during the program period, the STARTUP undertakes to notify TUPY at least one month in advance of any changes to its CAP TABLE.
- XI. At the end of the PROGRAM, if there is a mutual interest in advancing the VENTURES process, an update will be made to the VALUATION, which will consider, in addition to the pre-existing VALUATION, the added value resulting from activities and events carried out by the STARTUP outside the scope of the acceleration program. The amounts that are added to the STARTUP resulting from activities, events, contacts, and structures carried out or accessed within the scope of the acceleration program will be granted a proportional discount to TUPY;

- XII. The updated VALUATION, defined post-acceleration, will be valid for up to 6 months from the completion of the PROGRAM. During this period, TUPY will have the priority of investing in the STARTUP, based on the VALUATION review, allowing negotiations with third parties to only be carried out after the 06-month period or formal withdrawal of TUPY;
- XIII. The extension of the investment priority to 06 months after the completion of the PROGRAM, mentioned in item XII, will only apply to startups that were formally sent to the TUPY VENTURE process, which occurs at the end of the PROGRAM, and items VI and VII of this chapter are also extended for the same period;
- The clause in question only applies to startups that formally advance to the venture process at the end of the acceleration period.
 - In case of non-compliance with the commitments described above, STARTUP's participation in the PROGRAM will be automatically terminated. Upon termination of participation, the Parties are exempt from fulfilling the obligations assumed, including payment obligations.
 - The termination of STARTUP's participation in the PROGRAM does not relieve the Parties of the intellectual property and confidentiality obligations assumed in this Notice.
 - Situations not foreseen in this Notice will be evaluated by TUPY and communicated to the STARTUPS.

2.8. Stages of the Selection phase of the PROGRAM

The selection phase of the startups for participation in the PROGRAM has the following stages:

- I. Release of the PROGRAM Notice (October 19th, 2023);
- II. Registration period of startups interested in participating in the PROGRAM (from October 19th, 2023 to November 30th, 2023) through the electronic form available on the website www.shiftt.com.br;
- III. Analysis of the registered STARTUPS verifying adherence to the eligibility criteria described in this notice;
- IV. Definition of startups that have adherence to the criteria expected by the PROGRAM;
- V. Selection of the startups that go to the Pre-pitch stage;
- VI. Definition of the startups selected for the Pre-pitch stage;
- VII. Performing the Pre-pitch stage with the TUPY team.
 - At this stage, the STARTUP is expected to make a 10-minute presentation talking about the STARTUP, value proposition, solution, technology, team, skills and answer what is the STARTUP's differential for TUPY (considering the areas of interest described in the notice) and what is TUPY's differential for the STARTUP;
- VIII. Definition of the startups selected for the Pitch phase;

IX. Pitch stage with TUPY's team.

- At this stage, it is expected that the STARTUP performs a 10-minute presentation again talking about the STARTUP, value proposition, solution, technology, team, skills, and answer what is the STARTUP's differential for TUPY (considering the areas of interest described in the notice) and what is TUPY's differential for the STARTUP. Now for Tupy's executive leadership

X. Promotional event of the STARTUPS approved for the PROGRAM.

2.9. Stages of the Pre-acceleration phase of the PROGRAM

The startups selected and approved in the selection stage go to the Pre-acceleration phase, which has the following stage:

- I. Construction, agreement, and registration in a document of the STARTUP's preliminary VALUATION together with TUPY professionals;
- II. Presentation of TUPY's supplier policy for the STARTUP, indicating the requirements necessary for the STARTUP to register on the Nimbi platform and thus can be contracted by TUPY as a supplier for a determined scope;
- III. The STARTUP and TUPY professionals will define the scope of the Proof of Concept and/or business model to be validated together. At this stage, there will be the definition of an implementation schedule and clear alignments on intellectual property, always respecting that described in item 3.1. At this stage, if the STARTUP and TUPY do not reach a consensus on the scope, schedule, or intellectual property, the STARTUP's participation in the PROGRAM will be terminated;
- IV. Based on the scope defined for the proof of concept and/or business model to be validated, the STARTUP will develop a commercial proposal for executing the said scope and present it to the TUPY's purchasing team. If the value of the STARTUP quotation is in line with what is expected by TUPY, a term will be signed that formalizes the relationship and the Purchasing team will present a purchase order. If there is no alignment between the STARTUP and TUPY at this stage due to disagreement of values or terms, the STARTUP's participation in the program will be terminated;
- V. Once the STARTUP has the scope of the Proof of concept and/or business model validation, agreed VALUATION document, registration as a supplier, commercial settlement regarding values and terms, and has received the purchase order from TUPY, the Pre-acceleration phase comes to an end. In case of non-compliance with any of the deliveries planned for the Pre-acceleration phase, the STARTUP's participation in the PROGRAM will be terminated.

2.10. Stages of the Acceleration phase of the PROGRAM

The startups that are selected and approved in the pre-acceleration stage go to the acceleration phase, which includes the following stages:

- I. At this stage, TUPY will appoint a support team. The STARTUP and the support team will jointly carry out proof of concept and/or validation of business models, according to the defined scope and schedule;
- II. In parallel, the mentoring cycle will be applied in the STARTUP. Its process is described in item 2.11 of this notice.
- III. At the end of the implementation of the proof of concept and/or validation of business models, a stage for validation of the results achieved will take place;

Once everything happens as provided for in the scope, the mentoring is applied and validations are carried out, there is the possibility for the STARTUP to continue its relationship with TUPY as a Supplier (to escalate the Proof of Concept carried out) and/or to be indicated for the TUPY VENTURE process. These possibilities are not mandatory for all startups participating in the PROGRAM, being highly dependent on the STARTUP's performance throughout the PROGRAM, the results generated, and the future potential for value generation.

2.11. Post-acceleration phase of the PROGRAM

Startups who run the entire PROGRAM are committed to participating in TUPY's commercial materials in order to share how the STARTUP's journey went within the 3rd cycle of PROGRAM acceleration, promoting the participation and interest of other startups for the 3rd cycle of PROGRAM acceleration with a future date to be defined.

2.12. PROGRAM Mentoring

Startups that are in the acceleration phase of the PROGRAM will receive the mentoring cycle from TUPY professionals.

For this activity, Tupy prepared its leaders with concepts of the new economy and emerging technologies. This adds to their vast previous knowledge, the ability to dialogue and empathize with the reality of entrepreneurs, ensuring better use of interaction.

In addition to the mandatory onboarding track, startups will be able to select up to 3 tracks among those listed below:

- Onboarding Track (required for all accelerated STARTUPS): TUPY's culture, good practices in Health, Safety, and Environment, overview of the TUPY's production process, and visit to the manufacturing plant in Joinville (optional and depending on the situation in relation to the COVID-19 pandemic);
- People Track: People management, job and salary management, and labor management;
- Finance Track: Controllership, PMO, Tax, and Institutional Relations;
- Operations Track: Manufacturing, Quality, and Process Engineering;
- Business Track: B2B Sales, Marketing, and Strategic Planning;
- Leaders Track: STARTUP leadership sessions with TUPY's senior management;
- Custom Track: In the case of unforeseen situations, TUPY may include additional areas for specific needs.

TUPY reserves the right to change the scope of the Tracks due to any unforeseen events that may occur.

The mentoring process will be coordinated by TUPY's professionals and the STARTUPS in the acceleration phase will be notified before each appointment.

3. Policies Adopted in the Program

3.1. Intellectual Property Policy of the PROGRAM

As already mentioned in the notice, TUPY declares respect for the intellectual property of the STARTUPS selected, approved, and accelerated by the PROGRAM.

The way TUPY materializes this respect is by positioning parity with the STARTUPS concerning intellectual property, as described below:

- I. TUPY understands as intellectual property important items of differentiation of companies in relation to business models, technologies, processes, commercial issues, know-how, trademarks, industrial designs, industrial properties, patents, software (code), copyright and industrial secrecy;
- II. To be respected, the Intellectual Property needs to be known, which can be done publicly (as granted patents), by prior art (public records that the company already owned the intellectual

property previously), recognized by the market (example of a production process with recognized efficiency) or formalized officially, which consists of the company indicating that it has an industrial secret, characterizing it minimally (without explaining the critical details) only so that it can be possible to register the property;

- III. Situations in which there are characteristics and indications of public domain prior to the claim of intellectual property, disqualify the ownership of the intellectual property;
- IV. The intellectual property owner needs to be clear that their intellectual property protection strategy is adequate and correct, as well as make sure that there are no priors or intellectual property of conflicting third. During the acceleration process of the PROGRAM, if TUPY's team understands that there are doubts about the intellectual property declared by the STARTUP, TUPY reserves the right, together with the STARTUP, to audit the protection process (always maintaining respect for the property), and to indicate recommendations for the STARTUP and even disqualify the STARTUP if it is not possible to resolve or the intellectual property characterizes as belonging to third parties;
- V. In relation to the intellectual property prior to the moment of selecting and approving the STARTUP for the PROGRAM, TUPY declares recognition to the intellectual property owned by the STARTUP, as long as it is public, has prior art, market recognition or that has been formalized by the STARTUP for TUPY, and all are owned by the STARTUP. Likewise, in this term, the reciprocity of the STARTUP applies through the acknowledgment that TUPY's intellectual properties are recognized and owned by TUPY;
- VI. Intellectual Properties that may arise during the acceleration PROGRAM due to the addition of knowledge, skills, and experiences of the STARTUP and TUPY need to be foreseen (when possible) and recorded in the document of the scope of the Proof of Concept and/or validation of the business model. If the intellectual property arises after the definition of the scope (during the execution phase), it is necessary to document and share between STARTUP and TUPY to characterize its existence. The intellectual property generated in this phase will be co-ownership between the STARTUP and TUPY;
- VII. For co-ownership of the intellectual property between STARTUP and TUPY, after the acceleration PROGRAM, the STARTUP may use the intellectual property without the need to pay royalties to TUPY, except for the application in companies competing with TUPY and its affiliates (where the use is prohibited) and in markets where TUPY operates. TUPY may use intellectual property without the need to pay royalties to the STARTUP, in its operations and in the markets where it operates;
- VIII. After the completion of the PROGRAM, if TUPY or STARTUP characterizes a new intellectual property based on co-ownership of the intellectual property, this new intellectual property will also be a co-ownership;

- IX. There is the possibility of different arrangements, if characterized and described in the approved and contracted scope document during the acceleration PROGRAM. Once accepted by TUPY and STARTUP, the description of these arrangements will replace the definitions of the notice for the topic of Intellectual Property;
- X. Participating STARTUPS and TUPY also undertake to maintain confidentiality if they access each other's intellectual property during the PROGRAM, which must remain after the end of PROGRAM;
- XI. Regardless of whether the information exchanged between the STARTUPS and TUPY is intellectual property or not, all information shared and generated during the PROGRAM is considered CONFIDENTIAL and restricted to the purpose of the PROGRAM.

3.2. Policy regarding STARTUP talents

As mentioned earlier in this notice, TUPY declares its respect for the talent retention process of the selected, approved, and accelerated STARTUPS.

TUPY materializes this respect by stating that it will not hire any employee present in the staff of the startups that are hired (purchase order placed at the end of the pre-acceleration stage) for one year from the date of placing the purchase order.

Employee present in the staff of the STARTUPS means a registered employee with an active employment relationship with the STARTUP. This commitment does not apply if the employee is no longer part of the active staff of the STARTUP and the termination of the bond has occurred by the STARTUP.

For cases in which the completion of the link between employee and STARTUP has occurred by the employee, TUPY undertakes to consult the STARTUP in advance during the indicated period.

4. General provisions

The STARTUPS enrolled in the program authorize TUPY to access the necessary and required information throughout the achievements of the phases of the PROGRAM described in this notice.

All STARTUPS and their collaborators enrolled in the PROGRAM expressly authorize use of their image, sound, and biographical data for the exclusive use of the PROGRAM in promotional materials and institutional videos of the PROGRAM itself.

The STARTUP's registration in this process characterizes the acceptance of the PROGRAM format and all the terms described in this notice.

Any point not provided for in the notice that may arise during the PROGRAM will be analyzed by TUPY's professionals, who have the prerogative to define the best alternative within the main objective of the PROGRAM.

If there is a need for further clarification in relation to the notice, the contact can be made by email at inova@tupy.com.