

EPR 2 PARTICIPAÇÕES S.A.
CNPJ/MF nº 48.803.906/0001-70
NIRE nº 3530060530-6

ATA DE REUNIÃO DO CONSELHO DE ADMINISTRAÇÃO

Realizada em 30 de abril de 2024

I. DATA, HORA E LOCAL: Em 30 de abril de 2024, às 10:00 horas, na sede social na cidade e Estado de São Paulo, na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001.

II. CONVOCAÇÃO E PRESENÇA: Presente a totalidade dos membros do Conselho de Administração da Companhia, estando dispensadas as formalidades de convocação.

III. MESA: Presidente: **FERNANDA BASSANESI**; Secretário: **LUCAS BARBOSA RODRIGUES**.

IV. ORDEM DO DIA: Deliberar sobre **(i)** a aceitação da renúncia do Diretor Financeiro da Companhia de seu cargo; **(ii)** a eleição do Diretor Financeiro da Companhia; e **(iii)** a consignação da composição atual da diretoria da Companhia.

V. DELIBERAÇÕES: Após a instalação da Reunião, os membros do Conselho de Administração da Companhia decidiram, por unanimidade de votos e sem quaisquer reservas ou ressalvas:

(i) Aceitar a renúncia do Sr. **GIOVANNI MOTT GALVÃO DE ARRUDA FILHO**, brasileiro, casado sob o regime da comunhão parcial de bens, administrador, portador da cédula de identidade RG nº 44.925.182 SSP/SP, inscrito no CPF/MF sob o nº 383.667.128-00, com endereço comercial na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, cidade e Estado de São Paulo, do cargo de Diretor Financeiro, conforme carta de renúncia apresentada à Companhia;

(ii) Eleger o Sr. **ENIO STEIN JÚNIOR**, brasileiro, casado em separação total de bens, engenheiro, portador da Cédula de Identidade RG nº 09.376.519-6, inscrito no CPF/MF sob o nº 028.142.927-81, com endereço comercial na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, cidade e Estado de São Paulo, para o cargo de Diretor Financeiro, com um mandato unificado com os demais diretores da Companhia, com término em 17 de novembro de 2024. O diretor ora eleito

17/05/24

firma, nesta data, o termo de posse e declara, sob as penas da lei, que não está impedido de exercer a administração da Companhia, por lei especial ou condenado por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, contra a economia popular, a fé pública ou a propriedade, ou a pena criminal que vede, ainda que temporariamente, o acesso a cargos públicos, nos termos do §1º, do art. 147, da Lei nº 6.404, de 15 de dezembro de 1976, conforme alterada;

(iii) Em razão das eleições aprovadas nos itens (i) e (ii) acima, consignar a composição atual da diretoria da Companhia, cujo mandato encerrar-se-á em 17 de novembro de 2024:

- a) Sr. **JOSÉ CARLOS CASSANIGA**, brasileiro, casado, engenheiro civil, portador da Cédula de Identidade nº 10.838.525-5 SSP/SP, inscrito no Cadastro de Pessoas Físicas sob o nº 079.703.368-84, com endereço comercial na Avenida Brigadeiro Faria Lima, nº 1188, Andar 6, Conjunto 65, Sala 19-B, Jardim Paulistano, CEP 01451-001, São Paulo/SP, como Diretor Presidente; e
- b) Sr. **ENIO STEIN JÚNIOR**, acima qualificado, como Diretor Financeiro.

VI. ENCERRAMENTO: Nada mais havendo a ser tratado, lavrou-se a presente ata, a qual, após lida e aprovada, foi assinada eletronicamente por todos os presentes.

VII. ASSINATURA: Mesa – Presidente: **FERNANDA BASSANESI**; Secretário: **LUCAS BARBOSA RODRIGUES**; Conselheiros Presentes: Fernanda Bassanesi, Radamés Andrade Casseb, Lucas Barbosa Rodrigues e Ralph Gustavo Rosenberg Whitaker Carneiro.

[Espaço deliberadamente deixado em branco.]

São Paulo, 30 de abril de 2024.

MESA:



FERNANDA BASSANESI
Presidente



LUCAS BARBOSA RODRIGUES
Secretário

CONSELHEIROS PRESENTES:



FERNANDA BASSANESI



RADAMÉS ANDRADE CASSEB



LUCAS BARBOSA RODRIGUES

**RALPH GUSTAVO ROSENBERG WHITAKER
CARNEIRO**

[Página de assinatura da Ata de Reunião do Conselho de Administração da EPR 2 Participações S.A., realizada em 30 de abril de 2024.]



Certificate Of Completion

Envelope Id: 18BCA12C6912476283FACB27504D8DB6 Status: Delivered
 Subject: Complete with DocuSign: EPR2 Participações - ARCA Alteração Diretoria (TCMB 29.04.2024).docx
 Source Envelope:
 Document Pages: 3 Signatures: 6 Envelope Originator:
 Certificate Pages: 4 Initials: 0 Gabriela Jansen
 AutoNav: Enabled 201 Bishopsgate
 Envelopeld Stamping: Disabled London, . EC2M3AF
 Time Zone: (UTC-06:00) Central Time (US & Canada) GJansen@mayerbrown.com
 IP Address: 200.172.0.67

Record Tracking

Status: Original Holder: Gabriela Jansen Location: DocuSign
 4/30/2024 1:34:20 PM GJansen@mayerbrown.com

Signer Events

Fernanda Bassanesi
 fernanda.bassanesi@aegea.com.br
 Aegea Saneamento e Participações S.A.
 Security Level: Email, Account Authentication (None), Digital Certificate
Signature Provider Details:
 Signature Type: ICP Smart Card
 Signature Issuer: AC SOLUTI Multipla v5
 Signer CPF: 52619974020
Electronic Record and Signature Disclosure:
 Accepted: 5/2/2024 6:16:19 PM
 ID: d30f4a5a-cb4a-4e91-b15e-313bea884b66

Signature


DocuSigned by:

 EA49E3DAE66504BB...
 Signature Adoption: Drawn on Device
 Using IP Address: 67.14.228.121

Timestamp

Sent: 4/30/2024 1:41:51 PM
 Resent: 5/2/2024 1:20:32 PM
 Resent: 5/2/2024 3:27:56 PM
 Viewed: 5/2/2024 6:16:19 PM
 Signed: 5/5/2024 1:27:39 PM

Lucas Barbosa Rodrigues
 lrodrigues@perfininfra.com.br
 Security Level: Email, Account Authentication (None), Digital Certificate
Signature Provider Details:
 Signature Type: ICP Smart Card
 Signature Issuer: AC VALID RFB v5
 Signer CPF: 08895257650
Electronic Record and Signature Disclosure:
 Accepted: 5/2/2024 3:45:37 PM
 ID: ca1084e5-572a-4ae6-9486-47cc23004497

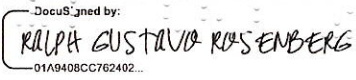
DocuSigned by:

 D6AEAC5A365546E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.199.45.146

Sent: 4/30/2024 1:41:51 PM
 Resent: 5/2/2024 1:20:32 PM
 Resent: 5/2/2024 3:27:57 PM
 Resent: 5/6/2024 9:39:30 AM
 Viewed: 5/6/2024 9:44:32 AM
 Signed: 5/6/2024 9:47:16 AM

Radames Andrade Casseb
 radames.casseb@aegea.com.br
 CEO
 AEGEA SANEAMENTO E PARTICIPAÇÕES S.A.
 Security Level: Email, Account Authentication (None), Digital Certificate
Signature Provider Details:
 Signature Type: ICP Smart Card
 Signer CPF: 46907998220
Electronic Record and Signature Disclosure:
 Accepted: 4/30/2024 3:14:43 PM
 ID: c4cab7e5-7a47-43af-84c2-5cddb20d042

Sent: 4/30/2024 1:41:53 PM
 Resent: 5/2/2024 1:20:33 PM
 Resent: 5/2/2024 3:27:57 PM
 Resent: 5/6/2024 9:39:30 AM
 Resent: 5/7/2024 9:55:01 AM
 Viewed: 5/8/2024 4:03:12 PM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

<p>RALPH GUSTAVO ROSENBERG rosenberg@perfininfra.com.br Security Level: Email, Account Authentication (None), Digital Certificate</p> <p>Signature Provider Details: Signature Type: ICP Smart Card Signature Issuer: AC VALID RFB v5 Signer CPF: 28722816810</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/30/2024 2:37:01 PM ID: 5de89d8b-3485-41de-877d-dd65d62d5667</p>	<p>Signature</p> <p>DocuSigned by:  01A9408CC762402...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.199.45.146</p>	<p>Timestamp</p> <p>Sent: 4/30/2024 1:41:52 PM Viewed: 4/30/2024 2:37:01 PM Signed: 4/30/2024 2:41:43 PM</p>
--	---	---

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------


Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

<p>Julia Grieco Paes Leme julia.paesleme@grupoepr.com.br Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Status</p> <p></p>	<p>Timestamp</p> <p>Sent: 4/30/2024 1:41:51 PM Viewed: 5/4/2024 11:41:09 AM</p>
--	--	--

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	4/30/2024 1:41:53 PM
Certified Delivered	Security Checked	4/30/2024 2:37:01 PM
Signing Complete	Security Checked	4/30/2024 2:41:43 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

SCHEDULE 1

ERSD

Described below are the terms and conditions relating to your use of DocuSign to execute documents transmitted to you through DocuSign. Please read the information below thoroughly and carefully. By selecting the check-box next to "I agree to use electronic records and signatures" then clicking "CONTINUE", you confirm your agreement with these terms and conditions. Such agreement is given on behalf of any party you represent as well as on your own behalf.

Third Party Platform

DocuSign is a third party software platform that facilitates electronic signature of documents for virtual execution and closings. Mayer Brown makes no representations or warranties regarding the service provided by DocuSign; nor will Mayer Brown be liable to you or anyone on whose behalf you are acting for any loss or damage you may suffer resulting from any act or omission of DocuSign. DocuSign's terms and conditions are available for your review. DocuSign is not affiliated with Mayer Brown and Mayer Brown does not control the security of documents transmitted through DocuSign's cloud-based platform.

Personal Data

As a result of using DocuSign, your personal details will be visible to all parties involved in this transaction and they will be held within DocuSign's systems and within the systems of the law firms advising on the transaction. Mayer Brown processes personal data in accordance with its Privacy Policy. DocuSign's privacy policy is available from its website. The lawful bases relied upon by Mayer Brown for processing personal data are legitimate interests and, to the extent the data protection laws of Asia apply, consent. The purpose of the data processing is to conclude agreements and/or obtain acknowledgements from participating parties.

Obtaining Copies of Electronically Signed Documents

You should be able to access documents signed through DocuSign for five (5) days after the signing date. DocuSign will permanently delete the documents after a further 14 days. DocuSign will also permanently delete the documents 14 days after an electronic signing is aborted or withdrawn.

No Lawyer-Client Relationships

Mayer Brown acts only for its client(s) in the underlying transaction and no lawyer-client relationship will arise solely through the coordination of this electronic signing process. Mayer Brown does not owe a duty of care to any party which is not a client of Mayer Brown. In particular, Mayer Brown does not advise any non-client party on any aspect of the documents or the related transaction or on the use of DocuSign. The digital completion certificate proving signing may automatically include the geolocation, or place of signing, of each signatory. Mayer Brown does not advise any non-client party of the consequences of a geolocated signature, and

DUPLICATE
17 05 24

Mayer Brown only advises a client of such consequences (including, but not limited to, tax consequences) to the extent it has expressly agreed to do so.

EPR 2 PARTICIPAÇÕES S.A.
CNPJ/MF nº 48.803.906/0001-70
NIRE nº 3530060530-6

TERMO DE POSSE

Eu, **ENIO STEIN JÚNIOR**, brasileiro, casado em separação total de bens, engenheiro, portador da Cédula de Identidade RG nº 09.376.519-6, inscrito no CPF sob o nº 028.142.927-81, com endereço comercial na cidade e Estado de São Paulo, na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, tomo posse, neste ato, no cargo de Diretor Financeiro da **EPR 2 PARTICIPAÇÕES S.A.**, sociedade por ações, com sede cidade e Estado de São Paulo, na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, inscrita no CNPJ/MF sob o nº 48.803.906/0001-70 ("Companhia"), para o qual fui eleito conforme Reunião do Conselho de Administração realizada nesta data.

Declaro, para todos os efeitos legais, a anuência e adesão ao Acordo de Acionistas da Companhia, e ainda, que não estou impedido por lei especial de exercer a administração da Companhia, nem condenado ou sob os efeitos de condenações, a penas que vedem, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular, contra o sistema financeiro nacional, contra normas de defesa da concorrência, contra as relações de consumo, contra a fé pública ou a propriedade.

Por fim, confirmo que as citações e intimações relativas a processos administrativos ou judiciais relativos a atos de minha gestão, deverão ser entregues no endereço de meu domicílio, acima indicado.

São Paulo, 30 de abril de 2024.

Desigined by
Enio Stein Junior
Assinado por ENIO STEIN JUNIOR 02814292781
CPF: 028.142.927.81
CNPJ: 48.803.906/0001-70
O CNPJ está ou não constituído
CNPJ
Emissão AC Certificados G5

ENIO STEIN JÚNIOR

Certificate Of Completion

Envelope Id: AFD493486CC348FE845A1D907D128F62	Status: Completed
Subject: Complete with DocuSign: EPR 2 - Termo de Posse Diretoria - Enio Stein Jr (TCMB 29.04.2024).docx...	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Gabriela Jansen
Time Zone: (UTC-06:00) Central Time (US & Canada)	201 Bishopsgate
	London, . EC2M3AF
	GJansen@mayerbrown.com
	IP Address: 200.172.0.67

Record Tracking

Status: Original	Holder: Gabriela Jansen	Location: DocuSign
4/30/2024 1:29:59 PM	GJansen@mayerbrown.com	

Signer Events

Enio Stein Júnior
 enio.stein@grupoepr.com.br
 Security Level: Email, Account Authentication (None), Digital Certificate

Signature Provider Details:

Signature Type: ICP Smart Card
 Signature Issuer: AC Certisign RFB G5
 Signer CPF: 02814292781

Electronic Record and Signature Disclosure:

Accepted: 5/2/2024 1:14:24 PM
 ID: b140c3d5-efc1-4b86-9dd0-ee983b9aa53c

Signature

DocuSigned by:

 1EAC991B0A28430...

Signature Adoption: Pre-selected Style
 Using IP Address: 177.73.182.30

Timestamp

Sent: 4/30/2024 1:43:28 PM
 Viewed: 5/2/2024 1:14:24 PM
 Signed: 5/2/2024 1:15:05 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Julia Grieco Paes Leme
 julia.paesleme@grupoepr.com.br
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/30/2024 1:43:28 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	4/30/2024 1:43:28 PM
Certified Delivered	Security Checked	5/2/2024 1:14:24 PM
Signing Complete	Security Checked	5/2/2024 1:15:05 PM
Completed	Security Checked	5/2/2024 1:15:07 PM

2025

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

SCHEDULE 1

ERSD

Described below are the terms and conditions relating to your use of DocuSign to execute documents transmitted to you through DocuSign. Please read the information below thoroughly and carefully. By selecting the check-box next to "I agree to use electronic records and signatures" then clicking "CONTINUE", you confirm your agreement with these terms and conditions. Such agreement is given on behalf of any party you represent as well as on your own behalf.

Third Party Platform

DocuSign is a third party software platform that facilitates electronic signature of documents for virtual execution and closings. Mayer Brown makes no representations or warranties regarding the service provided by DocuSign; nor will Mayer Brown be liable to you or anyone on whose behalf you are acting for any loss or damage you may suffer resulting from any act or omission of DocuSign. DocuSign's terms and conditions are available for your review. DocuSign is not affiliated with Mayer Brown and Mayer Brown does not control the security of documents transmitted through DocuSign's cloud-based platform.

Personal Data

As a result of using DocuSign, your personal details will be visible to all parties involved in this transaction and they will be held within DocuSign's systems and within the systems of the law firms advising on the transaction. Mayer Brown processes personal data in accordance with its Privacy Policy. DocuSign's privacy policy is available from its website. The lawful bases relied upon by Mayer Brown for processing personal data are legitimate interests and, to the extent the data protection laws of Asia apply, consent. The purpose of the data processing is to conclude agreements and/or obtain acknowledgements from participating parties.

Obtaining Copies of Electronically Signed Documents

You should be able to access documents signed through DocuSign for five (5) days after the signing date. DocuSign will permanently delete the documents after a further 14 days. DocuSign will also permanently delete the documents 14 days after an electronic signing is aborted or withdrawn.

No Lawyer-Client Relationships

Mayer Brown acts only for its client(s) in the underlying transaction and no lawyer-client relationship will arise solely through the coordination of this electronic signing process. Mayer Brown does not owe a duty of care to any party which is not a client of Mayer Brown. In particular, Mayer Brown does not advise any non-client party on any aspect of the documents or the related transaction or on the use of DocuSign. The digital completion certificate proving signing may automatically include the geolocation, or place of signing, of each signatory. Mayer Brown does not advise any non-client party of the consequences of a geolocated signature, and

MAYER
BROWN

Mayer Brown only advises a client of such consequences (including, but not limited to, tax consequences) to the extent it has expressly agreed to do so.

TERMO DE RENÚNCIA

Neste ato e na melhor forma de direito, eu, **GIOVANNI MOTT GALVÃO DE ARRUDA FILHO**, brasileiro, casado sob o regime da comunhão parcial de bens, administrador, portador da cédula de identidade RG nº 44.925.182 SSP/SP, inscrito no CPF/MF sob o nº 383.667.128-00, com endereço comercial na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, eleito para o cargo de Diretor Financeiro da **EPR 2 PARTICIPAÇÕES S.A.**, sociedade por ações, com sede cidade e Estado de São Paulo, na Avenida Brigadeiro Faria Lima, nº 1.188, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, inscrita no CNPJ/MF sob o nº 48.803.906/0001-70 ("**Companhia**"), renuncio expressamente, em caráter irrevogável e irretratável, ao meu cargo de Diretor Financeiro da Companhia. Declaro que não tenho nada a reclamar da Companhia, a qualquer título ou a qualquer tempo, em juízo ou fora dele, em razão ou por consequência da minha atuação como Diretor Financeiro da Companhia até a presente data, outorgando, assim, a mais ampla, plena, geral, irrevogável, irrestrita e irretratável quitação à Companhia.

São Paulo, 30 de abril de 2024.

Digitally signed by
Giovanni Mott Galvão de Arruda Filho
DN: cn=GIOVANNI MOTT GALVÃO DE ARRUDA FILHO, o=ARRUDA FILHO, ou=ARRUDA FILHO, email=GIOVANNI.MOTT@EPR2.COM.BR, c=BR
C=BR
E=ARRUDA FILHO, O=ARRUDA FILHO, OU=ARRUDA FILHO, CN=GIOVANNI MOTT GALVÃO DE ARRUDA FILHO
ICP-Brasil

GIOVANNI MOTT GALVÃO DE ARRUDA FILHO

Certificate Of Completion

Envelope Id: 98018F25EF8D4203A9B93AC070D11BD5 Status: Completed
 Subject: Complete with DocuSign: EPR 2 - Termo de Renúncia - Giovanni Mott Filho (TCMB 29.04.2024).docx,...
 Source Envelope:
 Document Pages: 3 Signatures: 3 Envelope Originator:
 Certificate Pages: 4 Initials: 0 Gabriela Jansen
 AutoNav: Enabled 201 Bishopsgate
 Envelopeld Stamping: Disabled London, . EC2M3AF
 Time Zone: (UTC-06:00) Central Time (US & Canada) GJansen@mayerbrown.com
IP Address: 200.172.0.67

Record Tracking

Status: Original Holder: Gabriela Jansen Location: DocuSign
 4/30/2024 1:28:45 PM GJansen@mayerbrown.com

Signer Events	Signature	Timestamp
Giovanni Mott Galvão de Arruda Filho giovanni.mott@grupoepr.com.br Security Level: Email, Account Authentication (None), Digital Certificate Signature Provider Details: Signature Type: ICP Smart Card Signature Issuer: AC SOLUTI Multipla v5 Signer CPF: 38366712800 Electronic Record and Signature Disclosure: Accepted: 4/30/2024 1:51:55 PM ID: 82658658-0c33-4dcc-a94f-656ea5b4f044	 <p>DocuSigned by: CA12151EE08E4A2...</p> Signature Adoption: Pre-selected Style Using IP Address: 201.91.21.146	Sent: 4/30/2024 1:42:59 PM Viewed: 4/30/2024 1:51:55 PM Signed: 4/30/2024 1:52:35 PM

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
Julia Grieco Paes Leme julia.paesleme@grupoepr.com.br Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	Sent: 4/30/2024 1:42:59 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2024 1:43:00 PM
Certified Delivered	Security Checked	4/30/2024 1:51:55 PM
Signing Complete	Security Checked	4/30/2024 1:52:35 PM
Completed	Security Checked	4/30/2024 1:52:38 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

SCHEDULE 1

ERSD

Described below are the terms and conditions relating to your use of DocuSign to execute documents transmitted to you through DocuSign. Please read the information below thoroughly and carefully. By selecting the check-box next to "I agree to use electronic records and signatures" then clicking "CONTINUE", you confirm your agreement with these terms and conditions. Such agreement is given on behalf of any party you represent as well as on your own behalf.

Third Party Platform

DocuSign is a third party software platform that facilitates electronic signature of documents for virtual execution and closings. Mayer Brown makes no representations or warranties regarding the service provided by DocuSign; nor will Mayer Brown be liable to you or anyone on whose behalf you are acting for any loss or damage you may suffer resulting from any act or omission of DocuSign. DocuSign's terms and conditions are available for your review. DocuSign is not affiliated with Mayer Brown and Mayer Brown does not control the security of documents transmitted through DocuSign's cloud-based platform.

Personal Data

As a result of using DocuSign, your personal details will be visible to all parties involved in this transaction and they will be held within DocuSign's systems and within the systems of the law firms advising on the transaction. Mayer Brown processes personal data in accordance with its Privacy Policy. DocuSign's privacy policy is available from its website. The lawful bases relied upon by Mayer Brown for processing personal data are legitimate interests and, to the extent the data protection laws of Asia apply, consent. The purpose of the data processing is to conclude agreements and/or obtain acknowledgements from participating parties.

Obtaining Copies of Electronically Signed Documents

You should be able to access documents signed through DocuSign for five (5) days after the signing date. DocuSign will permanently delete the documents after a further 14 days. DocuSign will also permanently delete the documents 14 days after an electronic signing is aborted or withdrawn.

No Lawyer-Client Relationships

Mayer Brown acts only for its client(s) in the underlying transaction and no lawyer-client relationship will arise solely through the coordination of this electronic signing process. Mayer Brown does not owe a duty of care to any party which is not a client of Mayer Brown. In particular, Mayer Brown does not advise any non-client party on any aspect of the documents or the related transaction or on the use of DocuSign. The digital completion certificate proving signing may automatically include the geolocation, or place of signing, of each signatory. Mayer Brown does not advise any non-client party of the consequences of a geolocated signature, and

Mayer Brown only advises a client of such consequences (including, but not limited to, tax consequences) to the extent it has expressly agreed to do so.