



Número:  
006

### 1. Qualificação das Partes

<b>Vendedora:</b> SEBG	<b>Compradora:</b> BAHIA GÁS
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### 2. Condições de Fornecimento

<b>2.1 Período de Fornecimento:</b> 01/01/2025 a 31/01/2025	<b>2.2 Quantidade Diária Contratada (QDC):</b> 25.000 (m <sup>3</sup> /dia)
<b>2.3 Ponto de Entrega:</b> Ponto a jusante da interconexão do TECAB (Cabiúnas – RJ) com a transportadora TAG (com transporte de entrada).	

### 3. Condições Comerciais



**3.1 Parcela da Molécula (PM):** R\$ 1,7584 /m<sup>3</sup> (R\$ 47.1394 /MMBtu)

**3.2 Parcela do Transporte (PT):** A Parcela do Transporte (PT) representa a tarifa total referente à contratação de capacidade de transporte de entrada em Cabiúnas, Macaé-RJ (TECAB-TAG) para atendimento desta Transação. A Parcela de Transporte será calculada e reajustada sempre que ocorrer mudança tarifária no transporte conforme fórmula abaixo:

$$PT = 101\% \times (T_E + T_{EMP}) + T_{CF} + T_{GUS} + TC_{Cong}$$

Onde:

- i. "PT" significa a Parcela de Transporte, calculada conforme fórmula acima, para cada Mês de referência, expressa em R\$/m<sup>3</sup> com Arredondamento na quarta casa decimal;
- ii. "T<sub>E</sub>" significa o valor da Tarifa de Entrada Anual em TECAB no sistema de Transporte, publicada anualmente pelo Transportador;
- iii. "T<sub>EMP</sub>" significa o valor da Tarifa de Empacotamento, publicada pelo Transportador;
- iv. "T<sub>CF</sub>" significa Tarifa de Custo Fixo, publicada pelo Transportador;
- v. "T<sub>GUS</sub>" significa Tarifa de Gás do Uso do Sistema, publicada pelo Transportador;
- vi. "TC<sub>Cong</sub>" significa Tarifa de Congestionamento, publicada pelo Transportador.

A parcela T<sub>GUS</sub> será calculada de acordo com fórmula abaixo caso, em determinado Mês, este valor não seja publicado pelo Transportador.

$$T_{GUS} = 1,4\% \times PM$$

**3.3 Preço do Gás (PG):** PG = PM + PT

**3.4 Valor Total da Notificação de Confirmação:** R\$ 1.548.914,00 (um milhão e quinhentos e quarenta e oito mil e novecentos e quatorze reais).

**3.5 Valor de Indenização da Resolução (VIR):** Quantidade Faltante (QF) X Preço do Gás (PG)

**3.6 Garantia:** As Partes acordam que para essa Notificação de Confirmação está dispensada a apresentação de Garantia.

**3.7 Percentual da QDC para fins de apuração do Take or Pay (ToP), conforme Cláusula 4.1.1:** X% = 90%, observado o disposto em Informações Adicionais.

**3.8 Percentual adicional para fins de determinação do valor da Penalidade por Falha no Fornecimento, conforme Cláusula 15.2.1:** Y% = 0%



**3.9 Procedimentos de Programação:** A Compradora enviará mensalmente à Vendedora, com no mínimo 10 (dez) dias de antecedência ao início de cada Mês, Notificação contendo a Quantidade Diária Solicitada (QDS) para cada Dia do Mês em referência, por Ponto de Entrega, e considerando a obrigação da Vendedora de aceite da QDS como QDP até o limite da QDC, salvo em situações de Parada Programada e/ou Caso Fortuito ou Força Maior da Vendedora.

A Notificação referida no item acima explicitará as Quantidades Diárias Solicitadas (QDS), para cada Dia, considerando: (a) que o somatório das Quantidades Diárias Solicitadas (QDS) no Ponto de Entrega não poderá ser superior à Quantidade Diária Contratual (QDC); e (b) a informação do(s) Ponto(s) de Saída, bem como a distribuição de volume das Quantidades Diárias Solicitadas (QDS) para fins de nomeação junto ao Transportador para o Dia de fornecimento por Ponto(s) de Saída.

A Compradora poderá solicitar alteração da Quantidade Diária Solicitada (QDS) à Vendedora até às 12:00 (doze horas) do Dia anterior ao Dia do fornecimento. A não comunicação implicará o estabelecimento da Quantidade Diária Programada (QDP) considerando as últimas QDS válida informada como referência, nos termos dos itens acima.

A qualquer momento a Compradora poderá solicitar QDS acima da QDC e a Vendedora poderá, a seu exclusivo critério, aceitar ou não, quantidades de Gás acima da QDC, caso a Vendedora aceite, o volume adicional será considerado na QDP. Caso a Vendedora não confirme os valores de QDS solicitados acima da QDC como QDP, fica desde já determinado que tal recusa não configurará Falha de Fornecimento.

As Quantidades Diárias Programadas (QDP) deverão ser confirmadas pela Vendedora, no Dia anterior ao Dia do fornecimento, mediante envio de Notificação à Compradora, até às 14:30 (quatorze horas e trinta minutos). A Vendedora deverá informar à Compradora, até o mesmo horário, o(s) Ponto(s) de Entrada em que a Quantidade Diária Solicitada será nominada perante o Transportador para que seja entregue à Compradora.

As Quantidades Diárias Programadas (QDP) deverão ser utilizadas para fins de nomeação junto ao Transportador para o Dia do fornecimento, sendo certo que a Compradora deverá informar a Vendedora o(s) Ponto(s) de Saída para formação do par ordenado junto ao Transportador.

A Vendedora compromete-se a disponibilizar para a Compradora, a cada dia, no Ponto de Entrega, uma quantidade de Gás igual à Quantidade Diária Programada (QDP) para o correspondente Dia.

Excepcionalmente, ocorrendo problemas operacionais que restrinjam a disponibilização das Quantidades Diárias Programadas (QDP) em determinado Dia, a Vendedora enviará Notificação comunicando o fato à Compradora, tão logo quanto possível, sem que tal Notificação descaracterize a Falha no Fornecimento, excetuadas as hipóteses de Caso Fortuito ou Força Maior ou restrições no Sistema de Transporte que impeçam a disponibilização da QDP no Ponto de Entrega pela Vendedora em determinado Dia.

#### 4. Informações Adicionais

As Partes acordam que, para fins desta Transação, (i) o compromisso de Take or Pay (ToP) estabelecido no item 4.1.1 do Termos e Condições Gerais terá a sua apuração em base mensal, ao invés de diária, no percentual de 90% (noventa por cento) da QDC estabelecida no item 2.2 desta Notificação de Confirmação, e (ii) a Compradora estará dispensada da obrigação prevista no item 15.1 do Termos e Condições Gerais.

Dados para faturamento:  
BAHIAGÁS  
CNPJ: 34.432.153/0001-20  
CFOP: 6652

#### 5. Disposições Gerais

**5.1** A presente Notificação de Confirmação constitui parte integrante e indissociável do Termos e Condições Gerais celebrado entre as Partes, sendo certo que em caso de divergência entre as suas disposições, deverá ser observada a Cláusula 1.4 do Termos e Condições Gerais.

**5.2** Expressões e definições usadas na presente Notificação de Confirmação deverão ter o significado atribuído nos Termos e Condições Gerais.



**6. Assinaturas**  
**SHELL ENERGY DO BRASIL GÁS LTDA.:**

Desigñado por:  
GAS: Lino Martins  
Assinado por: GABRIEL LINO MARTINS GONZALEZ  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024  
Assinado por: GABRIEL LINO MARTINS GONZALEZ  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024  
Assinado por: GABRIEL LINO MARTINS GONZALEZ  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024

Nome: Gabriel Lino Martins  
Cargo: Procurador

**Testemunhas:**

Desigñado por:  
Agnaldo Feitosa  
Assinado por: AGNALDO FEITOSA  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024  
Assinado por: AGNALDO FEITOSA  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024  
Assinado por: AGNALDO FEITOSA  
CPF: 452.113.018-62  
Cargo: PROCURADOR  
Data: 27/10/2024

Nome: Agnaldo Feitosa  
CPF: 452.113.018-62



**COMPANHIA DE GÁS DA BAHIA - BAHIA GÁS:**

Desigñado por:  
Luiz Raimundo Barreiros Gavazza  
Assinado por: LUIZ RAIMUNDO BARREIROS GAVAZZA  
CPF: 156.888.888-88  
Cargo: DIRETOR PRESIDENTE  
Data: 27/10/2024  
Assinado por: LUIZ RAIMUNDO BARREIROS GAVAZZA  
CPF: 156.888.888-88  
Cargo: DIRETOR PRESIDENTE  
Data: 27/10/2024  
Assinado por: LUIZ RAIMUNDO BARREIROS GAVAZZA  
CPF: 156.888.888-88  
Cargo: DIRETOR PRESIDENTE  
Data: 27/10/2024

Nome: Luiz Raimundo Barreiros Gavazza  
Cargo: Diretor Presidente

Desigñado por:  
Larisse Karina Stelitano Gonsalves de Oliveira  
Assinado por: LARISSA KARINA STELITANO GONSAVES DE OLIVEIRA  
CPF: 156.888.888-88  
Cargo: DIRETORA TÉCNICA COMERCIAL  
Data: 27/10/2024  
Assinado por: LARISSA KARINA STELITANO GONSAVES DE OLIVEIRA  
CPF: 156.888.888-88  
Cargo: DIRETORA TÉCNICA COMERCIAL  
Data: 27/10/2024  
Assinado por: LARISSA KARINA STELITANO GONSAVES DE OLIVEIRA  
CPF: 156.888.888-88  
Cargo: DIRETORA TÉCNICA COMERCIAL  
Data: 27/10/2024

Nome: Larisse Karina Stelitano Gonsalves de Oliveira  
Cargo: Diretora Técnica Comercial

Assinado por:  
Makyo de Araújo Félix  
7C70C98420914FB

Nome: Makyo de Araújo Félix  
CPF: 96419679591

dez 27, 2024

Certificate Of Completion

		Status: Completed
Subject: Complete with Docusign: Notificação_de_Confirmação_n.006_MSA_Shell-Bahiagas_27122024.docx		
Source Envelope:		
Document Pages: 4	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 0	Agnaldo Feitosa
AutoNav: Enabled		Carel van Bylandtlaan 30
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Gabriel Lino Martins

Procurador

Security Level: Email, Account Authentication (None), Digital Certificate, Login with SSO

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Gabriel Lino Martins

Signature Adoption: Pre-selected Style

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Larisse Karina Stelitano Gonsalves de Oliveira

Diretora Técnica Comercial

Security Level: Email, Account Authentication (None), Digital Certificate

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Larisse Karina Stelitano Gonsalves de Oliveira

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Signed: Dec 27, 2024 | 20:17



Signer Events	Signature	Timestamp
<div>Luiz Raimundo Barreiros Gavazza</div> <div></div> <div>Diretor Presidente</div> <div>Security Level: Email, Account Authentication (None), Digital Certificate</div> <div>Signature Provider Details:<div>Signature Type: ICP Smart Card</div><div>Signature Issuer: AC Certisign RFB G5</div></div> <div>Electronic Record and Signature Disclosure:<div>Accepted: Dec 27, 2024   20:15</div><div></div><div>Company Name: Shell DocuSign 2.0 – ICP Brazil</div></div>	<div>DocuSigned by:<div>Luiz Raimundo Barreiros Gavazza</div><div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div></div>	<div>Sent: Dec 27, 2024   19:05</div> <div>Resent: Dec 27, 2024   20:14</div> <div>Viewed: Dec 27, 2024   20:15</div> <div>Signed: Dec 27, 2024   20:22</div>
<div>Makyo de Araújo Félix</div> <div></div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure:<div>Accepted: Dec 27, 2024   19:05</div><div></div><div>Company Name: Shell DocuSign 2.0 – ICP Brazil</div></div>	<div>Assinado por:<div>Makyo de Araújo Félix</div><div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div></div>	<div>Sent: Dec 27, 2024   19:05</div> <div>Viewed: Dec 27, 2024   19:05</div> <div>Signed: Dec 27, 2024   19:06</div>

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
<div>Heitor Faria</div> <div></div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure:<div>Accepted: Dec 24, 2024   12:50</div><div></div><div>Company Name: Shell DocuSign 2.0 – ICP Brazil</div></div>	<div>COPIED</div>	<div>Sent: Dec 27, 2024   19:05</div> <div>Viewed: Dec 27, 2024   20:25</div>

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	Dec 27, 2024   19:05
Signing Complete	Security Checked	Dec 27, 2024   19:06
Completed	Security Checked	Dec 27, 2024   20:22
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