



Número:
008

1. Qualificação das Partes

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|---------------------------|--------------------------------|
| Vendedora: SEBG | Compradora: BAHIAGÁS |
|---------------------------|--------------------------------|

2. Condições de Fornecimento

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| 2.1 Período de Fornecimento: 01/02/2025 a 28/02/2025 | 2.2 Quantidade Diária Contratada (QDC): 25.000 (m³/dia) |
| 2.3 Ponto de Entrega: Ponto a jusante da interconexão do TECAB (Cabiúnas – RJ) com a transportadora TAG (com transporte de entrada). | |

3. Condições Comerciais

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|---|
| 3.1 Parcela da Molécula (PM): R\$ 1,7404 /m³ (R\$ 46,6564 /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: $PT = 101\% \times (T_E + T_{EMP}) + T_{CF} + T_{GUS} + TC_{Cong}$ <p>Onde:</p> <ul style="list-style-type: none">i. "PT" significa a Parcela de Transporte, calculada conforme fórmula acima, para cada Mês de referência, expressa em R\$/m³ com Arredondamento na quarta casa decimal;ii. "T_E" significa o valor da Tarifa de Entrada Anual em TECAB no sistema de Transporte, publicada anualmente pelo Transportador;iii. "T_{EMP}" significa o valor da Tarifa de Empacotamento, publicada pelo Transportador;iv. "T_{CF}" significa Tarifa de Custo Fixo, publicada pelo Transportador;v. "T_{GUS}" significa Tarifa de Gás do Uso do Sistema, publicada pelo Transportador;vi. "TC_{Cong}" significa Tarifa de Congestionamento, publicada pelo Transportador. <p>A parcela T_{GUS} será calculada de acordo com fórmula abaixo caso, em determinado Mês, este valor não seja publicado pelo Transportador.</p> $T_{GUS} = 1,4\% \times PM$ |
| 3.3 Preço do Gás (PG): PG = PM + PT |
| 3.4 Valor Total da Notificação de Confirmação: R\$ 1.359.538,00 (um milhão e trezentos e cinquenta e nove mil e quinhentos e trinta e oito 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 nominação 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 nominação 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.:

Assinado por:
Gabriel Lino Martins
Procurador
Data: 27/01/2025 11:08:19
CPF: 000.000.000-00
CNPJ: 00.000.000/0000-00
ICP

Nome: Gabriel Lino Martins

Cargo: procurador

COMPANHIA DE GÁS DA BAHIA - BAHIAGÁS:

Assinado por:
Larisse Karina Stelitano Gonsalves de Oliveira
Diretora Técnica Comercial
Data: 27/01/2025 10:42:18
CPF: 000.000.000-00
CNPJ: 00.000.000/0000-00
ICP

Nome: Larisse Karina Stelitano Gonsalves de Oliveira

Cargo: Diretora Técnica Comercial Bahiagás

Assinado por:
Luiz Raimundo Barreiros Gavazza
Diretor Presidente
Data: 27/01/2025 11:08:19
CPF: 000.000.000-00
CNPJ: 00.000.000/0000-00
ICP

Nome: Luiz Raimundo Barreiros Gavazza

Cargo: Diretor Presidente

Testemunhas:

Assinado por:
Maria Alexandra Pires Cruz
Data: 27/01/2025 11:08:19
CPF: 000.000.000-00
CNPJ: 00.000.000/0000-00
ICP

Nome: Maria Alexandra Pires Cruz

Assinado por:
Makyo de Araújo Felix
Data: 27/01/2025

Nome: Makyo de Araújo Felix

Certificate Of Completion

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| [Redacted] | | Status: Completed |
| Subject: Docusign: 202502_Notificação_de_Confirmação_n.008_MSA_Shell-Bahiagas | | |
| Source Envelope: | | |
| Document Pages: 3 | Signatures: 5 | Envelope Originator: |
| Certificate Pages: 5 | Initials: 0 | Maria Cruz |
| AutoNav: Enabled | | Carel van Bylandtlaan 30 |
| Envelopeld Stamping: Enabled | | Den Haag, HR 2596 |
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| [Redacted] | [Redacted] | Viewed: Jan 27, 2025 19:43 |
| Security Level: Email, Account Authentication (None), Digital Certificate | | Signed: Jan 27, 2025 19:43 |
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| Signature Type: ICP Smart Card | [Redacted] | |
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| [Redacted] | [Redacted] | Resent: Jan 28, 2025 12:05 |
| Diretor Presidente | | Viewed: Jan 28, 2025 20:39 |
| Security Level: Email, Account Authentication (None), Digital Certificate | Signature Adoption: Pre-selected Style | Signed: Jan 28, 2025 20:41 |
| Signature Provider Details: | [Redacted] | |
| Signature Type: ICP Smart Card | | |
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| Electronic Record and Signature Disclosure: | | |
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| [Redacted] | | |
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| [Redacted] | [Redacted] | Viewed: Jan 27, 2025 19:28 |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style | Signed: Jan 27, 2025 19:29 |
| | [Redacted] | |
| Electronic Record and Signature Disclosure: | | |
| Accepted: Jan 27, 2025 19:28 | | |
| [Redacted] | | |
| Company Name: Shell DocuSign 2.0 – ICP Brazil | | |

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| Maria Alexandra Pires Cruz [Redacted] Security Level: Email, Account Authentication (None), Digital Certificate Signature Provider Details: Signature Type: ICP Smart Card Signature Issuer: AC SOLUTI Multipla v5 G2 Electronic Record and Signature Disclosure: Not Offered via DocuSign | Signed by: Maria Alexandra Pires Cruz [Redacted] Signature Adoption: Pre-selected Style [Redacted] | Sent: Jan 28, 2025 20:41 Viewed: Jan 29, 2025 11:57 Signed: Jan 29, 2025 11:58 |

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| Gabriel Lino Martins [Redacted] Security Level: Email, Account Authentication (None), Digital Certificate Signature Provider Details: Signature Type: ICP Smart Card Signature Issuer: AC SOLUTI Multipla v5 Electronic Record and Signature Disclosure: Accepted: May 9, 2023 20:21 [Redacted] Company Name: Shell DocuSign 2.0 – ICP Brazil | DocuSigned by: Gabriel Lino Martins [Redacted] Signature Adoption: Pre-selected Style [Redacted] | Sent: Jan 29, 2025 11:58 Viewed: Jan 29, 2025 12:07 Signed: Jan 29, 2025 12:08 |
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| Editor Delivery Events | Status | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | Jan 27, 2025 19:14 |
| Certified Delivered | Security Checked | Jan 29, 2025 12:07 |
| Signing Complete | Security Checked | Jan 29, 2025 12:08 |
| Completed | Security Checked | Jan 29, 2025 12:08 |
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