



**BRAZILIAN NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND  
BIOFUELS**

**TENDER PROTOCOL OF THE OPEN ACREAGE OF CONCESSION**

**GRANTING THE EXERCISE OF  
EXPLORATION OR REHABILITATION AND PRODUCTION  
OIL AND NATURAL GAS**

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## **PREAMBLE**

This tender protocol contains the provisions applicable to the Open Acreage of Concession to carry out oil and natural gas exploration or rehabilitation and production activities in blocks with exploratory risk and areas with marginal accumulations under the concession regime.

This tender protocol is prepared in Portuguese, with the exception of the English models of the letters of credit issued abroad, which is the only official version. ANP may make available, for reference, an English version of the complete public tender protocol.

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## SECTION I - INTRODUCTION

### Subsection I.1 - Legal aspects

**1.1** Law No. 9.478/1997 provides for national energy policy and implements other measures, in line with Constitutional Amendment No. 9/1995, which relaxes the way the Union's monopoly is enforced for oil and natural gas exploration and production activities.

**1.2** Law No. 9.478/1997 created the National Energy Policy Council (CNPE) with the task of formulating energy policies and guidelines aimed at promoting the rational use of the country's energy resources, in accordance with the provisions of the applicable legislation and based on the principles of preserving the national interest, promoting sustainable development, expanding the labor market, valuing energy resources, protecting the environment, promoting energy conservation, increasing the use of natural gas, promoting free competition, attracting investment in energy production and increasing the country's competitiveness in the international market.

**1.3** Law No. 9.478/1997 also established the Brazilian National Agency for Petroleum, Natural Gas and Biofuels (ANP) as the body responsible for regulating, contracting, and overseeing the economic activities of the oil, natural gas, and biofuels industry. Among other things, it is responsible for drawing up calls for tenders and contracts, holding tenders for the concession of rights to carry out oil and natural gas exploration and production activities, signing the concession agreements resulting from them, and overseeing their execution.

**1.4** Law No. 12.351/2010, under the terms of Article 65, delegated to the Executive Branch the establishment of specific policies and measures aimed at increasing the participation of small and medium-sized companies in oil and natural gas exploration, development, and production activities.

**1.5** CNPE authorized ANP, through Resolution No. 17/2017, amended by CNPE Resolution No. 27/2021, to define and bid for blocks in any onshore or offshore basins, as well as bid for fields that have been returned or are in the process of being returned, with ANP being able to conduct permanent bids for these fields and blocks, excluding blocks in the Pre-salt Area and in Strategic Areas, unless specifically determined by the CNPE.

**1.6** In turn, Decree No. 9,641, of December 27, 2018, delegated power to ANP to define blocks in onshore basins to be offered, under a concession regime, in the Open Acreage system.

**1.7** ANP, exercising the powers granted to it by Article 36 of Law No. 9,478/1997, issued ANP Resolution No. 969/2024, which establishes the procedures for holding bids for blocks intended to grant the exercise of the activities of exploration, rehabilitation and production of oil and

natural gas under the concession and production sharing regimes.

**1.8** The definitions of Article 2 of ANP Resolution 969/2024 are hereby incorporated into this tender protocol.

**1.9** This tender protocol defines the rules that must be complied with by all those interested in participating in the Open Acreage of Concession (OPC) and was prepared in accordance with the relevant provisions of the applicable legislation, including Law No. 9.478/1997, Law No. 12.351/2010, CNPE Resolution No. 17/2017, as amended by CNPE Resolution No. 27/2021, CNPE Resolution No. 8/2018, Decree No. 9.641/2018 and ANP Resolution No. 969/2024.

**1.10** Participation in the bidding procedure implies knowledge and acceptance of the rules and conditions in this tender protocol and its annexes.

**1.11** This tender protocol may be amended to include, exclude, and adjust the blocks<sup>1</sup> detailed in ANNEX I, as well as to improve the rules relating to the Open Acreage of Concession procedure as necessary, in compliance with the provisions of Article 10 of ANP Resolution 969/2024.

**1.11.1** ANP may withdraw blocks from the bidding process by court order or, in a reasoned manner, for technical reasons or in the public interest. This includes blocks where the expiry date of the environmental guidelines is equal to or less than the deadline for holding a public bidding session and blocks awarded in one cycle after the signing of the respective agreements.

**1.12** Interested parties and bidders should follow the bidding procedure for the Open Acreage of Concession on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

### **Subsection I.2 - Open Acreage of Concession Proceedings**

**1.13** The Open Acreage of Concession comprises the continuous offer of fields and exploratory blocks that have been returned (or are in the process of being returned), as well as exploratory blocks offered in previous rounds and not awarded, to grant the exercise of exploration or rehabilitation activities and the production of oil and natural gas under the concession regime

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<sup>1</sup> In this notice, the term "block" refers to both exploration blocks and areas with marginal accumulations, unless explicitly stated.

The blocks on offer are detailed in ANNEX I of this tender protocol.

**1.14** ANP will conduct the Open Acreage of Concession in its internal actions and may hire external agents to provide support services. The Bidding Round Special Commission (CEL), made up of representatives of ANP and civil society, will conduct the Open Acreage of Concession in its external actions.

**1.15** Those interested in participating in the Open Acreage of Concession must apply for registration in accordance with Section IV.

**1.16** A bidder will be considered to be one that has had its application for registration approved by CEL and has kept its registration documents up to date in accordance with Section IV.

**1.17** The interested party may have access to public technical data and associated supplementary information, under the terms of Section V.

**1.18** Bidders may, at any time, submit a declaration of interest accompanied by a bid guarantee for any of the blocks available in ANNEX I, except in the cases indicated in item 1.22. The declaration of interest must be accompanied by a bid guarantee, in accordance with Section VI.

**1.19** Bidders who do not submit a declaration of interest may only submit bids in a consortium containing at least one bidder who has declared an interest in the respective block.

**1.20** A cycle of the Open Acreage of Concession will be opened with the approval of a declaration of interest and a specific timetable will be established so that bidders can participate in this cycle.

**1.21** A new cycle can be started after the public session for the presentation of offers for the current cycle.

**1.22** If a new cycle is opened before the end of previous cycles, the blocks awarded in the previous cycle cannot be the subject of bids in subsequent cycles.

**1.22.1** The blocks that have been awarded and whose agreements are not signed will be available to receive bids after the end of the cycle.

**1.23** ANP may, with good reason, suspend the opening of a new cycle of the Open Acreage of Concession.

**1.23.1** During the suspension period, new declarations of interest and bid guarantees will not be accepted.

### **Subsection I.3 - Open Acreage of Concession Cycles**

**1.24** Each cycle of the Open Acreage of Concession will consist of all the activities necessary to hold the public session for the presentation of offers for the sectors that are the subject of the declaration of interest and will also include the qualification of the winning bidders of the public session, the award of the object of the cycle's bid, the homologation of the cycle's bid and the signing of the agreements.

**1.25** The declaration of interest that will open an Open Acreage cycle will be judged by the Bidding Round Special Commission and its approval will be announced within fifteen working days, extendable for up to the same period, from the date of submission of the complete documentation.

**1.26** Only bidders who appear on the last list of bidders for the respective regime, under the terms of Section IV, may participate in an Open Acreage of Concession cycle.

**1.27** The schedule to be established by CEL for each cycle of the Open Acreage of Concession will observe a minimum period of 120 (one hundred and twenty) calendar days and a maximum of 180 (one hundred and eighty) calendar days between the publication in the Federal Official Gazette (DOU) of the approval of the first declaration of interest and the date of the public session for the presentation of offers.

**1.28** The schedule for the Open Acreage of Concession cycle will consist of the following dates:

- a) opening date of the Open Acreage of Concession cycle;
- b) deadline for those interested in participating in the cycle who are not included in the last list of bidders of the Open Acreage of Concession published by ANP to register or update their registration documents under the terms of Section IV;
- c) deadline for the publication by ANP of the list of bidders able to participate in the cycle;
- d) deadline for bidders to submit declarations of interest for the sectors on offer in the tender protocol;
- e) deadline for announcing the sectors to be tendered in the public bidding session of the Open Acreage of Concession cycle;

- f) deadline for bidders to submit declarations of interest for the sectors that will be tendered in the public bidding session of the Open Acreage of Concession cycle, disclosed within the deadline in (e).
- g) deadline for bidders to submit bid guarantees unaccompanied by a declaration of interest.
- h) date of the public bidding session of the Open Acreage of Concession cycle;
- i) deadline for submission of the qualification documents of the winning bidders of the public session of the Open Acreage of Concession cycle;
- j) deadline for awarding the bid and ratifying the results of the Open Acreage of Concession cycle;
- k) deadline for submitting the documents for signing the agreements and for qualifying the affiliates indicated, if any;
- l) deadline for payment of the subscription bonus and proof thereof;
- m) deadline for signing concession agreements.

**1.29** CEL may alter or suspend the schedule published for the cycle, preserving the deadlines and rights of the bidders and giving ample publicity.

**1.29.1** Any requests to extend the deadlines set out in item 1.28 must be made in writing, in Portuguese, and addressed to CEL, no later than 5 (five) working days before the deadline in question.

**1.30** In order to participate in the public bidding session of an open cycle, bidders must comply with the deadlines and conditions set out in points (d), (f) and (g) of item 1.28 of the schedule for the respective cycle.

**1.31** Declarations of interest received after the above-mentioned deadlines will only be considered by CEL after the public bidding session for the current cycle has been held.

**1.32** In the public bidding session of a cycle, bidders will submit bids for the exploration block or area with marginal accumulations up for bid, which will be judged and classified by CEL, under the terms of Section VII.

**1.33** Winning the public bidding session of the cycle does not guarantee the bidder the right to sign the concession agreement.

**1.34** After the public session for the presentation of offers, the winning bidders from the public

session of the cycle will be subject to qualification, carried out by ANP, under the terms of Section VIII.

**1.35** CEL will certify that the qualification obtained by the winning bidder in the public session meets the minimum level required according to the operating environment of the block being offered, under the terms of Subsection VIII.7.

**1.36** If the qualification obtained by the winning bidder in the public session does not meet the minimum level required according to the operating environment of the block being bid on, the procedure set out in Subsection VIII.8 will be adopted.

**1.37** CEL will draw up a detailed report on the tender procedure, in accordance with Section IX.

**1.38** ANP's Board of Directors will award the object to the winning bidders of the bidding cycle, approve the result of the Open Acreage of Concession cycle and call the winning bidders to sign the concession agreements, under the terms of Section IX.

**1.39** The winning bidders in the bidding cycle must submit the documents, guarantees and evidence provided for in the tender protocol and the signing of the concession agreements will end the respective cycle of the Open Acreage of Concession.

**1.40** If the winning bidder in the cycle does not sign the concession agreement, the procedure set out in Subsection X.4 will be adopted.

#### **Subsection I.4 - Disqualification of bidders**

**1.41** The bidder will be disqualified in the following cases:

- a) after submitting a declaration of interest accompanied by a bid guarantee, fails to submit a valid bid for at least one exploration block or area with marginal accumulations in each of the sectors for which a declaration of interest was submitted;
- b) after the envelopes have been opened, withdraw their bid;
- c) does not meet the minimum level of qualification required according to the operating environment of the block being offered;
- d) fails to maintain the qualifying conditions until the concession agreement is signed;
- e) not signing the concession agreement;

- f) not renewing guarantees when required;
- g) incurring, within the scope of this tender, in an act that demonstrates willful misconduct or bad faith; and
- h) incur in the hypotheses provided for in article 58 of ANP Resolution 969/2024.
- i) after submitting a request to reopen the public session, fails to submit a valid bid for at least one exploration block or area with marginal accumulations in each of the sectors for which the request was submitted.

**1.41.1** In the case provided for in point (a), the effect of disqualification is restricted to the sector for which the bidder has failed to submit an offer.

**1.41.2** In the case provided for in (b), the effect of the disqualification is restricted to the blocks in which the withdrawal occurred.

**1.41.3** In the cases provided for in (c) and (d), the effect of disqualification is restricted to the blocks for which the bidder fails to achieve or maintain the required level of qualification.

**1.41.4** In the case provided for in point (e), the effect of disqualification is restricted to the blocks covered by the concession agreements not signed by the bidder.

**1.41.5** In the case provided for in point (f), the effect of the disqualification is restricted to the blocks covered by the non-renewed guarantee.

**1.41.6** In the cases set out in points (a) to (f), the effect of disqualification is restricted to the cycle of the Open Acreage Concession Offer in which the hypothesis occurred, and the bidder may submit a bid for the same block or area in subsequent cycles.

**1.41.7** In the cases provided for in (g) and (h), the effect of the disqualification covers all the cycles of the Open Acreage of Concession governed by this tender protocol.

**1.41.8** In the case provided for in point (i), the effect of disqualification is restricted to the sector for which the bidder has failed to submit an offer when the public session is reopened.

## SECTION II - OBJECT OF THE BID

### Subsection II.1 - Description of the object

**2.1** The purpose of the Open Acreage of Concession is to carry out oil and natural gas exploration or rehabilitation and production activities in exploration blocks or areas with marginal accumulations on offer, as set out in ANNEX I.

**2.2** In order to carry out the activities of exploration or rehabilitation and production of oil and natural gas, the winning bidders in the bidding cycle or the affiliates indicated by them must enter into concession agreements, the drafts of which are set out in ANNEXES XXXII and XXXIII.

**2.3** The details of the information and technical and economic parameters relating to blocks with exploratory risk on offer, such as the duration of the exploration phase, the amounts relating to payment for occupation or retention of the area, the minimum qualification required for the operator in each sector and the minimum values of the signature bonuses and the minimum exploratory program (PEM) expressed in work units (UTs) can be found in ANNEX I - Part 1.

**2.4** The details of the information and technical and economic parameters relating to the areas with marginal accumulations on offer, such as the duration of the rehabilitation phase, the amounts relating to payment for occupation or retention of the area, the minimum qualification required for the operator in each sector, the minimum values of the signature bonuses for each area and the values for the initial work program (PTI) can be found in ANNEX I - Part 2.

**2.5** ANNEX I - Part 3 provides details of information and parameters relating to the blocks set out in Parts 1 and 2 of ANNEX I, which have specific features that have repercussions in various respects on the performance of oil and natural gas exploration or rehabilitation and production activities during the execution of the agreements.

**2.6** Among the contractual obligations, the concessionaire will be subject to the payment of taxes levied on the activity, in accordance with the applicable legislation, and government and third-party participation, as provided for in the concession agreement: signature bonus, royalties, special participation, when applicable, and payment for occupation or retention of the area.

## **Subsection II.2 - Exploratory model**

**2.7** This tender protocol may include the following exploratory models:

- a) blocks and areas in mature basins, with the aim of offering opportunities and increasing the participation of small and medium-sized companies in the exploration or rehabilitation and production of oil and natural gas in densely explored basins, enabling these activities to continue in regions where they play an important socio-economic role;
- b) blocks in frontier exploration basins, with the aim of attracting investment to regions that are still little known geologically or with technological barriers to be overcome, seeking to identify new exploration plays; and
- c) blocks in basins with high potential for natural gas and oil discoveries, with the aim of replenishing national reserves and meeting growing domestic demand.

## **Subsection II.3 - Government Holdings**

**2.8** The government revenues applicable to this tender were established by Law No. 9.478/1997 and regulated by Decree No. 2.705/1998, comprising: (i) signature bonus; (ii) royalties; (iii) special participation; and (iv) payment for occupation or retention of the area.

### **Subsection II.3.1 - Signature bonus**

**2.9** The signature bonus corresponds to the amount, in Brazilian reais (R\$), to be paid by the winning bidder in the bidding cycle, in a single installment, within the period established by CEL, as a condition for signing the concession agreement for the exploration block or area with marginal accumulations that is the subject of the bid.

**2.10** The minimum signature bonus is defined per exploration block or area with marginal accumulation on offer, according to the values set out in Tables 10 and 13 of ANNEX I.

### **Subsection II.3.2 - Royalties**

**2.11** In accordance with article 47 of Law No. 9.478/1997, for the Open Acreage of Concession, taking into account geological risks, production expectations and other relevant factors, ANP established royalty rates per exploration block or area with marginal accumulation on offer, according to the values set out in Tables 10 and 13 of ANNEX I.

### **Subsection II.3.3 - Special participation**

**2.12** The special participation will be calculated quarterly and will be levied on the net revenue from the individual production of each field. The rate to be adopted will be calculated based on the volumes produced, the location of mining (onshore or on the continental shelf, depending on bathymetric depth) and the number of years of production (1st, 2nd, 3rd and 4th onwards), in accordance with the provisions of Decree No. 2.705/1998 and specific ANP rules.

### **Subsection II.3.4 - Payment for occupation or retention of area**

**2.13** The unit values, in reais per km<sup>2</sup>, of the payments for occupation or retention of areas during the exploration or rehabilitation phase are defined per exploration block or area with marginal accumulation on offer, in accordance with the values established in Tables 10 and 13 of ANNEX I, respectively. These amounts will be updated by the General Price Index - Internal Availability (IGP-DI) accumulated up to the signing of the concession agreement under the terms of art. 28 of Decree No. 2.705/1998.

**2.14** The amounts established in the concession agreements will be paid and readjusted annually, from the date the concession agreement is signed, by the IGP-DI accumulated over the 12 months preceding the date of each readjustment, as provided for in art. 28, § 6, of Decree 2.705/1998.

**2.15** The amounts set will be increased by 100% (one hundred percent) in the event of an extension of the exploration or rehabilitation phase, where applicable, and for the development stage. In the production phase, they will be increased by 900% (nine hundred percent).

### **Subsection II.3.5 - Payment to landowners**

**2.16** The amounts corresponding to the payment to landowners are defined per exploration block or area with marginal accumulation on offer, in accordance with the values established in Tables 10 and 13 of ANNEX I, respectively, of this tender protocol and in the concession agreements in a variable percentage of oil and natural gas production between 0.5% (five tenths of a percent) and 1% (one percent), under the terms of the applicable legislation, at the time of publication of the tender protocol.

## **Subsection II.3.6 - Local content commitment**

### **Subsection II.3.6.1 - Local content for exploratory blocks**

**2.17** The concession agreement will contain the conditions for compliance with the local content of each exploration block on offer.

**2.18** For exploration blocks, the percentages of local content to be met in the exploration phase and in the production development phase are defined in Table 11 of ANNEX I and in the concession agreement.

### **Subsection II.3.6.2 - Local content for areas with marginal accumulations**

**2.19** For onshore areas with marginal accumulations, local content will not be a contractual requirement.

## SECTION III - PRESENTATION OF DOCUMENTS

### Subsection III.1 - Form of presentation

**3.1** The documents requested in this tender protocol that are issued physically must be scanned individually and submitted in ".pdf" format, through the Electronic Information System (SEI), respecting the deadlines set by CEL in the cycle schedules.

**3.2** The digitally issued documents requested in this tender protocol must be individually signed using a digital certificate and submitted in ".pdf" format via SEI, respecting the deadlines set by CEL in the cycle schedules.

**3.3** Petitioning documents through SEI must comply with the instructions contained in the documents "SEI External User Manual" and "Manual for Petitioning Documents in SEI for ANP Bidding Rounds", available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

**3.4** The documents required within the scope of the Open Acreage of Concession must be requested in the process in which the bidder applied for registration, except:

- a) declarations of interest and bid guarantees, which must comply with the form of presentation set out in Subsection VI.2.
- d) the documents required to sign the agreements, which must be requested in a specific process, as set out in item 10.3.

**3.5** Without prejudice to sending the digital file via SEI, the financial guarantees for the minimum exploratory program, the initial work program and the performance guarantees, provided for in Subsections X.2.2 and X.2.5, respectively, which have been issued physically, must have their originals sent to ANP's Central Office or delivered to its protocol service, to the attention of the Superintendence of Bid Promotion (SPL), respecting the deadlines established by CEL in the cycle schedules.

**3.6** Bid guarantees and declarations of interest must be submitted in accordance with Subsection VI.2.

The documents produced by the interested party and bidders must be written in Portuguese, without amendments, erasures, blots, additions or passages erased with any corrective method, and must be identified by title on their first page.

**3.7** The annexes to this tender protocol produced will be accepted:

- a) in two columns printed on the same sheet, provided that one of these columns reproduces in full the text of the respective annex in Portuguese and, in the other column, the text in a foreign language; or
- b) in a foreign language, accompanied by a sworn translation whose transcription fully corresponds to the text set out in the respective annex, complying with the formalities set out in this section.

**3.8** In the event of a discrepancy between the Portuguese language version and the foreign language version, the Portuguese language version shall prevail.

**3.9** All documents produced by interested parties and bidders must be dated and signed by the accredited representative, with the signatory's name legible on the last page. Powers of attorney must be dated and signed by the legal representative(s) of the interested party with powers of attorney.

**3.10** Only the accredited representatives of the interested parties and the bidder, appointed by means of a power of attorney under the terms of Subsection IV.3.2, will be able to request the documents requested in this tender protocol on SEI.

**3.11** Only documents issued up to 90 (ninety) calendar days before submission to ANP will be accepted. This does not apply to corporate documents, financial statements, the independent auditor's opinion or those with an express expiration date.

**3.12** It is forbidden to submit documents required in the tender protocol after the deadlines set by CEL in the cycle schedules, except in the cases mentioned in the following item.

**3.13** ANP may request any additional information or documents to support the analysis of the documentation from interested parties or bidders and may take any steps it deems necessary to clarify or supplement the instruction of the bidding procedure, including the presentation of the original scanned document. ANP may also request the rectification of formal non-conformities that do not affect the content of the document and material errors.

**3.14** Failure to comply with merely formal requirements that do not jeopardize the assessment of the bidder's qualifications, the understanding of the content of its proposal or the cycle schedule, will not result in its removal from the bidding process or the invalidation of the process.

**3.15** No documentation submitted to ANP will be returned, with the exception of bid guarantees that have been exempted under the conditions described in Subsection VI.7.

**3.16** It should be noted, for the purposes of this tender protocol, that:

- a) notarization: this is the acknowledgement of signature for original documents, or the authentication of copies, made at a notary's office.
- b) legalization:
  - b1) apostille if the document was issued in a country that is a signatory to the Hague Apostille Convention; or
  - b2) consularization if the document was issued in a country that is not a signatory to the Hague Apostille Convention.
- c) sworn translation: this is the translation of a certain document written in a foreign language by a public translator. The sworn translation must cover the entire text written in the foreign language, including any inscriptions made on the document by a local notary.
- d) scanned documents sent by the interested party will be deemed to be a single copy.

**3.17** If it is not possible to send the documents requested in this tender protocol by digital means, ANP will allow the interested party to send them to ANP's Central Office, or to deliver them to its protocol service, to the attention of the Superintendence of Bid Promotion (SPL), respecting the deadlines defined in the schedule for each cycle of the Open Acreage of Concession.

**3.18** In this case, the documents must be delivered in an envelope bearing the name of the interested party and the address of its registered office.

**3.19** These documents must be written in Portuguese, printed on A4 paper, with no amendments, erasures, blots, additions or passages erased with a corrector, free of spirals, identified by title on their first page, with all the sheets in the set numbered, each containing the sequential number and the total number of pages in the set.

**3.20** The documents issued or physically printed will be received from Monday to Friday, from 9 a.m. to 6 p.m., Brasília/DF time, at the following address:

National Agency for Petroleum, Natural Gas and Biofuels

Head Office

A/C: Superintendence of Bid Promotion - SPL

Avenida Rio Branco, 65, Térreo, Centro

Rio de Janeiro - RJ, Brazil

ZIP CODE: 20090-004

**3.21** Documents may not be submitted to other ANP offices.

### **Subsection III.2 - Documents issued abroad**

**3.22** Documents issued abroad, in order to have effect in Brazil, must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD), as determined by art. 129, no. 6 and art. 148 of Law no. 6.015/1973.

**3.23** Documents written in a foreign language must be translated into Portuguese by a sworn translator. The translation must be made in Brazil and registered with the RTD.

**3.24** If Brazil has a cooperation agreement with other countries or is a party to a treaty that provides for exemption from legalization of some or all of the documents provided for in this tender protocol, the interested party may request it, basing the request on the applicable legislation.

### **Subsection III.2.1 - Foreign legal entities**

**3.25** Foreign legal entities may participate in the Open Acreage of Concession and must comply with the requirements set out in this tender protocol.

**3.26** If it is not possible to present a certain document required in this tender protocol due to legal issues in the country in which the foreign interested party is incorporated, or because the document is not applicable to that interested party, it must comply with the corresponding requirement in the tender protocol by presenting the following documents:

- a) document signed by an accredited representative:
  - a.1) description of the reasons that prevent compliance with the requirement laid down in the tender protocol;
  - a.2) a request for ANP to accept, as meeting this requirement, a document forwarded instead of the one provided for in the bidding instrument; and
  - a.3) mention the forwarding of the documents provided for in (b) and (c) below;
- b) equivalent documents in order to meet the requirement laid down in the tender protocol, to be submitted instead of the one indicated in the tender protocol;

- c) if applicable, a copy of the legal provision that prevents compliance with the requirement set out in the tender protocol.

**3.27** In the event that there is no document equivalent to the one provided for in this tender protocol and/or no authenticating body in the country of origin, the interested party must, instead of the requirement provided for in (b) above, submit a declaration to this effect, accompanied by the documents provided for in (a) and (c) above.

### **Subsection III.2.2 - Legal entities based in specific countries**

**3.28** CEL may request additional documents and information, not listed in this tender protocol, from interested parties based in countries classified as tax havens by the Brazilian Federal Revenue Service, as well as from interested parties based in countries classified as non-cooperative by the Ministry of Finance's Financial Activities Control Board.

**3.29** Based on substantiated technical and/or legal opinions, the registration or qualification of interested parties from these countries may be rejected when the documentation submitted is not sufficient to identify the real controlling shareholders, subject to the provisions of Subsection IV.3.6 and the guarantee of the interests of the Federal Government as the holder of the rights over the exploration and production of oil and natural gas in Brazil.

### **Subsection III.3 - Use of documents**

**3.30** The documents that have been submitted to ANP for the purposes of registration, qualification and signing of agreements in the Open Acreage, in the bidding rounds and assignment procedures of contracts may be used for the Open Acreage of Concession. To do so, the interested party must submit a request for use, in accordance with the rules and model in ANNEX II.

**3.31** Only the documents listed in the model in ANNEX II, and which are within their period of validity may be used. Documents whose expiration date is not stated will only be accepted if they have been submitted to ANP up to one (1) year prior to the request for acceptance. This deadline does not apply to corporate documents, which may be used as long as they are still in force, or to documents for economic and financial qualification.

**3.32** The interested party must list, in ANNEX II, the documents for which it requests use and inform, for each one, its SEI number, for which bidding round, cycle and the type of Open Acreage or agreement assignment procedure it was submitted, in the latter case informing the name and number of the agreement relating to the assignment for which the document was submitted.

**3.33** The use of documents does not imply approval of the interested party's registration or

the bidder's qualification, and ANP may request clarifications and/or additional documents.

#### **Subsection III.3.1 - Use of documents issued abroad**

**3.34** Documents issued abroad that have been submitted to ANP for the purposes of registration, qualification and signing of agreements in bidding rounds, in the Open Acreage and procedures for the assignment of agreements may be used, provided they are within the validity period.

**3.35** Documents whose expiration date is not stated will only be accepted if they have been submitted to ANP up to one (1) year prior to the application. This deadline does not apply to corporate documents, which may be used as long as they are in force, or to documents for economic and financial qualification.

**3.36** To do so, the interested party must submit a request in accordance with the rules and template in ANNEX II, listing the documents for which they are requesting use and informing, for each one, the Bid Round or contract number relating to the assignment for which the document was submitted. Only the documents listed in the model in ANNEX II may be used.

#### **Subsection III.4 - Disclosure of information and secrecy by ANP**

**3.37** Documents relating to the tender are public, with the exception of those classified as confidential under the terms of the applicable legislation. Access to documents containing information of a personal nature and relating to business activity whose disclosure could represent a competitive advantage to other economic agents will be prohibited.

**3.38** Any interested party who objects to the publication of the information must submit a reasoned request to ANP, which will decide whether to accept it.

**3.39** Interested parties may request that their contact details and the basins they are interested in be published on the website <https://www.gov.br/anp/pt-br/rodadas-anp>, in accordance with the model in ANNEX III, indicating their interest in the Open Acreage of Concession.

## **SECTION IV - REGISTRATION FOR PARTICIPATION IN OPEN ACREAGE OF CONCESSION**

### **Subsection IV.1 - General Provisions**

- 4.1** To apply for the Open Acreage of Concession, the interested party must submit:
- a) electronic application form, in accordance with Subsection IV.2;
  - b) registration documents, as per Subsection IV.3; and
  - c) letter of presentation, exclusively for interested parties that do not have an oil and natural gas exploration and production agreement in force in Brazil, as per Subsection IV.4.
- 4.2** They may participate in the Open Acreage of Concession, provided that they fully comply with all the provisions of the tender protocol and applicable legislation:
- a) domestic or foreign legal entities engaged in business activities, either alone or in a consortium; and
  - b) equity investment funds (FIPs), as a non-operator and can only submit offers in consortium.
- 4.3** Registration for participation in the Open Acreage of Concession is compulsory and individual for each interested party, even for those intending to bid as a consortium.
- 4.4** The application for registration will be judged by CEL in accordance with Subsection IV.5.
- 4.5** The interested party must register for the concession scheme only once and keep the registration documents up to date in accordance with Subsection IV.6.
- 4.6** Registration documents must be submitted in accordance with the formalities set out in Section III.
- 4.7** In the specific case of FIPs, the provisions of Subsection IV.3.7 must be observed.
- 4.8** In the specific case of foreign interested parties, the provisions of Subsection IV.3.6 must be observed.
- 4.9** Only bidders who appear on the latest list of bidders for the Open Acreage of Concession published by ANP on its website <https://www.gov.br/anp/pt-br/rodadas-anp> may take part in an Open Acreage of Concession cycle.

**4.10** Interested parties who are not included in the last list of bidders for the Open Acreage of Concession published by ANP may register or update their registration documents during an open cycle, and must comply with the deadline established in the cycle's schedule.

**4.11** Tables 24 and 25 of ANNEX XXX consolidate the registration documentation and presentation formalities provided for in this tender protocol, respectively, for national and foreign interested parties, and FIPs.

#### **Subsection IV.2 - Electronic application form**

**4.12** Those interested in taking part in the Open Acreage of Concession must individually fill in the electronic application form available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

**4.13** In the electronic form, interested parties must provide their address, corporate group, main accredited representative before ANP, controlling shareholder, as well as all the members of the board of directors (administrators, directors and members of the Board of Directors).

**4.14** The appointed principal accredited representative will receive an email confirming the application, containing all the data entered on the form. From this email, a digital file in pdf format must be generated for filing via SEI.

**4.15** In addition to the main accredited representative, the other accredited representatives must be appointed by proxy, in accordance with Subsection IV.3.2.

**4.16** If during the course of the Open Acreage of Concession there is any change in the information provided in the registration form, the interested party must immediately inform ANP of the relevant changes. In the event of a discrepancy between the information provided in the electronic application form and that contained in the documents provided for in Subsections IV.3, the information contained in these documents shall prevail.

**4.17** By completing and submitting the form to ANP, the interested party declares:

- c) know and accept the rules and conditions set out in this tender protocol and its annexes; and
- d) to know, under the penalties provided for in the applicable legislation, the set of Brazilian rules that prohibits and punishes conduct harmful to competition, and undertakes not to engage in such conduct.

## **Subsection IV.3 - Registration documents**

### **Subsection IV.3.1 - Corporate documents**

**4.18** The interested party must submit:

- a) articles of incorporation (bylaws or articles of association) and amendments thereto, or the consolidation of the articles of incorporation after any amendments, containing the most current provisions and in full force, all filed with the competent commercial board;
- b) documents proving the powers and names of the legal representatives, as well as the most recent acts relating to the election/appointment of such representatives, if applicable;
- c) documents proving the fulfillment of any conditions for the exercise of the powers of the representatives in the manner provided for in the articles of incorporation, if applicable (joint signatures of directors, express authorization from the partners or the board of directors to carry out certain acts, including the signing of agreements, among others);
- d) declaration that the corporate acts are up to date, in accordance with the model in ANNEX V, of:
  - d.1) submission of a copy of the most up-to-date version of its articles of association or bylaws with the provisions in force;
  - d.2) proof of the powers and names of their legal representatives; and
  - d.3) compliance with any conditions for the exercise of the powers of the representatives, as provided for in the articles of association, if applicable.

**4.19** The documents mentioned in item 4.18 (b) will not be required if the powers and names of the legal representatives can be proven in the articles of incorporation (bylaws or articles of association).

**4.20** Any alteration to the corporate documents mentioned in items (a), (b) and (c) of item 4.18, including corporate restructuring, alteration or transfer of corporate control, in the course of the Open Acreage of Concession, must be communicated to ANP immediately after the implementation of the act, accompanied by the corresponding documentation.

### **Subsection IV.3.2 - Appointment of accredited representatives**

- 4.21** The interested party must appoint one or more representatives accredited before ANP, with specific powers to carry out acts and assume responsibilities relating to the bidding procedure.
- 4.22** Accredited representatives shall be appointed by means of a power of attorney, in accordance with ANNEX VI, signed by their legal representatives with powers to appoint attorneys.
- 4.23** If the interested party wants any of its legal representatives to act in the bidding procedure and/or sign the respective agreement, they must also be appointed as accredited representatives by means of the aforementioned power of attorney (ANNEX VI), even if such representatives have powers granted by means of the bidder's corporate documents.
- 4.24** The accredited representative will be the bidder's representative at all stages of the bidding procedure, including the signing of the respective agreement. If the bidder appoints more than one accredited representative, any of them will individually represent the bidder in any acts related to the Open Acreage of Concession.
- 4.25** Interested parties who appoint more than one accredited representative must indicate, among them, the main one, to whom any official correspondence from ANP regarding the Open Acreage of Concession will be sent.
- 4.26** Interested parties must indicate at least one accredited representative domiciled in Brazil.
- 4.27** Each accredited representative may only represent one interested party, with the exception of an interested party belonging to the same corporate group.
- 4.28** If more than one interested party nominates the same accredited representative, only the nomination of the first will be considered, respecting the order in which the document was submitted to ANP.
- 4.29** If the interested party wishes to change the list of accredited representatives or their details, it must notify ANP in accordance with Section III and submit a new power of attorney (ANNEX VI), which will revoke the power of attorney previously submitted.
- 4.30** No change of accredited representatives will be allowed in the 10 (ten) working days prior to the public session for the presentation of offers and the signing of concession agreements, according to the schedule of the Open Acreage of Concession cycle, except in exceptional situations and upon reasoned request to ANP.

### **Subsection IV.3.3 - Corporate group organization chart**

**4.31** The interested party must submit an organization chart entitled "**ORGANOGRAM OF THE CORPORATE GROUP**", detailing the entire chain of control of its corporate group, signed by an accredited representative, showing the respective percentage of quotas or shares with voting rights held by each of the legal entities that make up said group, as well as by each of the natural persons who control each of said legal entities.

**4.32** For the purposes of this tender, a corporate group is understood to be a group of legal entities linked by a common direct or indirect control relationship.

**4.33** The organization chart must show direct and indirect shareholdings, down to the last level, indicating the respective controlling shareholders. Minority shareholdings must also be reported when minority shareholders are part of the Controlling Group by means of a Shareholders' Agreement.

**4.34** Bidders will not be allowed to participate:

- a) controlled by bearer shares, without explicit identification of control; or
- b) whose own constitution or that of a legal entity that is part of its corporate group prevents or makes it difficult to identify the controlling shareholders, with the exception, in this case, of closed supplementary social security entities, for which it is not necessary to identify the controlling shareholders; and of the shareholders of Investment Funds and Equity Investment Funds (FIPs), in accordance with the applicable legislation.

**4.35** For the purposes of this tender, the **ORGANOGRAM OF THE SOCIETY GROUP** will be declaratory in nature, subjecting the bidder, in the event of omission of information, to the penalties provided for in Section XI of this tender protocol.

**4.36** In the case of a company that is not controlled by or controls any other legal entity, and if none of its partners control any legal entity, the bidder may submit a formal declaration to this effect, signed by the representative accredited with ANP, in order to replace the presentation of the graphic structure of the organization chart.

**4.37** Claims that the law of the bidder's country of origin applies in order to maintain secrecy about its shareholding control will not be accepted on any grounds whatsoever.

#### **Subsection IV.3.4 - Declaration of technical, economic and financial capacity, legal, tax and labor compliance**

**4.38** Declaration that the interested party will meet, at the qualification stage, the qualification criteria required to sign the concession agreements for the blocks for which it intends to bid, in accordance with the model in ANNEX VII.

#### **Subsection IV.3.5 - Term of commitment to adjust corporate purpose**

**4.39** If the interested party's corporate purpose is not suitable for the purpose of the Open Acreage of Concession, it will be necessary to submit a term of commitment to adapt the corporate purpose to the activities of exploration and production of oil and natural gas, in order to sign the concession agreement, if it wins, according to the model in ANNEX VIII.

**4.39.1** Foreign interested parties that do not have a corporate purpose suitable for the purpose of the Open Acreage of Concession are exempt from submitting the term of commitment mentioned in item 4.39, since they must submit the document provided for in item 4.40 (b).

#### **Subsection IV.3.6 - Additional documents for registration of a foreign applicant**

**4.40** In addition to the documents listed in this section, the foreign applicant must submit the following documents:

- a) proof that it is organized and operating regularly, in accordance with the laws of its country, by presenting a document issued by the official company registration body of the country of origin, issued within one (1) year prior to the date of its submission to ANP; and
- b) a term of commitment to set up a corporate legal entity, in accordance with Brazilian law, or to appoint a controlled Brazilian corporate legal entity already set up, with its registered office and administration in Brazil, to sign the concession agreement, should it win the bid in the Open Acreage of Concession cycle, in accordance with the model in ANNEX IX.

#### **Subsection IV.3.7 - Documentation for FIP registration**

**4.41** FIPs must submit all the documents listed in Subsection IV.3, with the exception of the

documents listed in Subsection IV.3.1

**4.42** In addition, they must submit the following documents:

- a) articles of incorporation with the latest amendment filed with the competent body;
- b) proof of registration with the Brazilian Securities and Exchange Commission (CVM). If you are a foreigner, you must present a document similar to the registration with the regulatory body in your country of origin;
- c) consolidated regulation with subsequent amendments, if any;
- d) proof of registration of the administrator and, if any, the manager with the Securities and Exchange Commission (CVM);
- e) minutes of the General Meeting that appointed the administrator and manager;
- f) proof that the FIP is authorized to participate in the Open Acreage of Concession , through the minutes of the General Meeting or other equivalent document;
- g) term of commitment to set up a corporate legal entity under Brazilian law, or to appoint a subsidiary that has already been set up, with its registered office and administration in Brazil, to sign the concession agreement if it wins the bid in the Open Acreage of Concession cycle, in accordance with the model in ANNEX IX.

#### **Subsection IV.4 - Cover letter**

**4.43** Interested parties that do not have an oil and natural gas exploration and production agreement in force in Brazil must submit a Cover Letter describing general information about the company and its plans for carrying out oil and natural gas exploration, rehabilitation and production activities, in accordance with the model in ANNEX X.

#### **Subsection IV.5 - Registration approval**

**4.44** CEL will judge the application within fifteen working days, extendable for up to the same period, from the date of submission of the complete documentation.

**4.45** The interested party that has its application for registration approved by CEL and keeps the registration documents up to date in accordance with Subsection IV.6 will be considered a bidder.

**4.46** The registered bidder may submit a bid for any of the blocks, respecting the rules

contained in Section VII of this tender protocol.

**4.47** Once the registration has been approved by CEL, the bidder will be included in the list of bidders for the Open Acreage of Concession, to be published by ANP.

**4.48** The result of the applications judged by CEL will be informed to the bidders individually by electronic message.

#### **Subsection IV.6 - Updating Registration Documents**

**4.49** Maintaining the status of bidder in the Open Acreage of Concession is conditional on the annual updating, in June of each year, of the registration documents or the presentation of a declaration stating that the registration documents previously presented are up to date.

**4.50** To do so, the bidder must submit the declaration in ANNEX XI and, if necessary, update the registration documents in the SEI file in which it applied for registration, in compliance with the form for submitting documents set out in Section III.

**4.51** CEL will judge, by September 1st of each year, the updating of documents and the maintenance of bidder status in the Open Acreage of Concession.

**4.52** ANP will publish the list of bidders for the Open Acreage of Concession on the website <https://www.gov.br/anp/pt-br/rodadas-anp>, subject to CEL's judgment on requests to update registration documents.

## SECTION V - TECHNICAL DATA PUBLIC AND ASSOCIATED COMPLEMENTARY INFORMATION

### Subsection V.1 - General Provisions

**5.1** This section refers to the public technical data associated with the sectors, sector groups and blocks planned for the Open Acreage of Concession. The technical data package is a collection of public technical data selected by ANP for the Open Acreage of Concession, comprising a set of regional data for each sector or group of sectors.

**5.2** Public technical data can be accessed in the following ways:

- a) For technical data from onshore sedimentary basins, it is available free of charge; it takes place within the scope of the Exploration and Production Activity Revitalization Program (REATE); and it includes the entire national collection of public data, including seismic acquisition and processing technologies (pre- and post-stack), multiphysics, geochemistry, wells and studies.
- b) For technical data from offshore sedimentary basins, it is available PARTIALLY free of charge; it is part of the Program to Revitalize and Encourage the Production of Offshore Fields (PROMAR); and it includes a selection of digital well data and 2D and 3D seismic data (post-stack) for 9 offshore sedimentary basins.
- c) For technical data from offshore sedimentary basins that are not covered by PROMAR, the provision of data will be conditional on the bidder complying with the provisions of Subsection V.4 and will be based on the provision of packages associated with their respective areas that will contain the files and complementary information available in the Exploration and Production Technical Database (BDEP).

**5.3** The data listed in points (a) and (b) of item 5.2 can be accessed in accordance with the established procedures and additional information available at: <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/dados-tecnicos/acesso-aos-dados-tecnicos>.

**5.4** Complementary information and documents that are not part of the scope of the REATE or PROMAR Programs will be made available according to the specifications assigned in item 5.2 (c).

**5.5** In addition to data for sectors with blocks on offer, data is available for sectors whose blocks are expected to be included in the Open Acreage of Concession soon. Therefore, not all sectors or groups of sectors immediately have blocks on offer.

**5.6** ANNEX IV specifies:

- (i) the sectors or groupings of sectors with available data packages and
- (ii) the sectors or groups of sectors that currently have blocks on offer published in this tender protocol.

**5.7** The content of each technical data package for exploratory blocks will comply, in part or in full, with the structures listed in Table 1:

**Table 1 - Contents of the data package for exploratory blocks**

<p><b>I.</b> General information:</p>	<p><b>a)</b> Geological Summary: description of the geology, stratigraphic column, schematic geological sections and other pertinent information; and</p> <p><b>b)</b> Joint opinion from the competent environmental agency and ANP on the environmental sensitivity of the areas to be offered.</p>
<p><b>II.</b> Thematic maps:</p>	<p><b>a)</b> Map of the basin with the location of the blocks; and</p> <p><b>b)</b> Map of the basin with the division of sectors.</p>
<p><b>III.</b> Seismic data:</p>	<p><b>a)</b> 2D Seismic Lines, <i>Post-Stack</i>, in format available from BDEP; and</p> <p><b>b)</b> 3D Seismic Programs, <i>Post-Stack</i>, in format available at BDEP.</p>
<p><b>IV.</b> Well data:</p>	<p><b>a)</b> Composite profiles;</p> <p><b>b)</b> Profile curves (LAS format for pre-ANP data and LIS or DLIS format for post-ANP well data);</p> <p><b>c)</b> Rock-Eval pyrolysis geochemistry data and % TOC; and</p> <p><b>d)</b> Well folders containing geological data and information (description of casing samples, analysis of cores, sedimentology and geochemistry), drilling data (fluids, casing and cementing) and production data (completion, testing, profiling and analysis of fluid samples) and other relevant information.</p>

<b>V.</b> Non-seismic geophysical data:	<b>a)</b> Gravimetric data (x, y and z), in format available from BDEP; and  <b>b)</b> Magnetometric data (x, y and z), in format available from BDEP.
<b>VI.</b> Geological and geophysical studies contracted by ANP.	N. A.

**5.8** The content of each technical data package for areas with marginal accumulations will comply, in part or in full, with the structures listed in Table 2:

**Table 2 - Contents of the data package for areas with marginal accumulations**

<b>I.</b> General information:	<b>a)</b> Studies of areas with marginal accumulations; and  <b>b)</b> Opinions from competent environmental bodies containing environmental guidelines.
<b>II.</b> Thematic maps:	<b>a)</b> Map of the basin with the location of the areas.
<b>III.</b> Seismic data:	<b>a)</b> 2D Seismic Lines, Post-Stack, in format available from BDEP; and  <b>b)</b> 3D Seismic Programs, Post-Stack, in format available at BDEP.
<b>IV.</b> Well data:	<b>a)</b> Composite profiles;  <b>b)</b> Profile curves (LAS format for post-ANP data and LIS or DLIS format for pre-ANP well data); and  <b>c)</b> Well folders containing geological data and information (description of casing samples, analysis of cores, sedimentology and geochemistry), drilling data (fluids,

	casing and cementing) and production data (completion, testing, profiling and analysis of fluid samples) and other relevant information.
<b>V.</b> Production data	<p><b>a)</b> Oil production;</p> <p><b>b)</b> Condensate production;</p> <p><b>c)</b> Gas production; and</p> <p><b>d)</b> Water production.</p>

### **Subsection V.2 - Payment of the technical data package access fee**

**5.9** The interested party may pay access fees to the technical data package for a sector or group of sectors, in accordance with the amounts set out in ANNEX IV.

**5.10** The payment of fees for access to the technical data package is optional and is not linked to registration, nor does it oblige or restrict the bidder's offers in the public bidding session.

**5.11** Payment must be made by bank slip, generated on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

**5.12** Payment of the data package access fee by bank slip can be made by domestic and foreign stakeholders.

**5.13** For foreign applicants, the payment slip must be filled out in the name of the applicant who will actually register and take part in the tender. The "CPF/CNPJ" field of the slip can be filled in with the CPF of an accredited representative domiciled in Brazil.

**5.14** The interested party must submit a copy of the proof of payment, in accordance with Section III of this tender protocol.

### **Subsection V.2.1 - Payments made abroad**

**5.15** Payment of access fees to the technical data package in foreign currency must be made by bank transfer in US dollars. The value of the access fee to the technical data package must be converted into US dollars using the official exchange rate (BACEN/PTAX purchase) of the business

day immediately prior to payment, published by the Central Bank of Brazil.

**5.16** The interested party must check with the financial institution responsible for the operation the incidence of fees on the bank transfer, in order to ensure that the exact amount of the access fee to the technical data package set out in ANNEX IV is actually available to ANP after conversion to Real (R\$).

**5.17** Interested parties must submit a copy of the bank transfer receipt, in accordance with Section III of this tender protocol.

**5.18** The following details must be provided for the bank transfer:

SWIFT code: BRASBRRJBHE IBAN code: BR9300000000022340003330087C1 Favorite: National Agency of Petroleum, Natural Gas and Biofuels CNPJ of the Favored Party: 02.313.673/0002-08 Bank: Banco do Brasil Address: Rua Professor Lélío Gama, 105 - Centro/RJ - CEP: 20031-201 Agency No.: 2234-9 Current Account No.: 333008-7
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### **Subsection V.3 - Return of the technical data package access fee**

**5.19** The access fee to the technical data package will only be refunded if ANP withdraws the entire area corresponding to the technical data package by court order, or for technical reasons or reasons of public interest, or in cases of revocation or annulment of the tender, as provided for in Subsection XIV.1.

### **Subsection V.4 - Access to and withdrawal from the technical data package**

**5.20** To access the technical data package, the interested party must:

- a) fill in the electronic application form in accordance with Subsection IV.2;
- b) prove payment of the access fee to the technical data package corresponding to the sector or group of sectors of interest, under the terms of Subsection V.2;

- c) submit a document indicating the sectors for which you have paid the access fee to the technical data package, according to the model in ANNEX IV;

**5.21** For the document mentioned in item 5.20 (c), the powers of its signatories must be proven. If this document has been signed by a legal representative who has signed the Term of Adhesion to the Exploration and Production Database (BDEP), in accordance with ANP Resolution 889/2022 or a supervening rule, it will not be necessary to prove the signatory's powers to withdraw the data package, provided that:

- a) the legal entity that signed the BDEP Adhesion Agreement is the same one that is participating in the Open Acreage of Concession;
- b) the BDEP Adhesion Agreement is duly updated and in force.

**5.22** After approving the documentation mentioned in this section, ANP will send an email to the main accredited representative of the interested party, informing them that the data package may be withdrawn.

**5.23** The withdrawal of technical data will be carried out in accordance with established procedures and additional information available at: <https://www.gov.br/anp/pt-br/rodadas-anp/oferta-permanente/opc/pacote-dados-tecnicos>.

## SECTION VI - DECLARATION OF INTEREST AND BID GUARANTEE

### Subsection VI.1 - General Provisions

**6.1** The declaration of interest is the document through which the bidder indicates the sectors for which it intends to submit a bid at the public bidding session and must comply with the model in ANNEX XII.

**6.2** The declaration of interest from the sectors of the exploration blocks or areas with marginal accumulations on offer must be accompanied by a bid guarantee equal to or greater than the amount indicated in Tables 12 and 14 of ANNEX I, respectively.

**6.3** The bidder may submit a bid guarantee without a declaration of interest, in accordance with item 6.20.1, in which case it may only submit bids in a consortium with a bidder that has submitted a declaration of interest.

**6.4** Bidders may submit bid guarantees in the quantity, type and value they wish, subject to the provisions of this Section VI.

**6.5** CEL will judge the declarations of interest and bid guarantees submitted within fifteen working days, extendable for up to the same period, from the date of submission of the complete documentation.

**6.5.1** ANP will notify each bidder individually of the approved declarations of interest and the total amount of bid guarantees available to be used in the current Open Acreage of Concession cycle.

**6.6** Only bidders who appear on the last list of bidders in the Open Acreage of Concession published by ANP, under the terms of item 1.28 (c), may submit a bid in the public session of a cycle, in the following forms:

- a) Bidders who submitted a declaration of interest accompanied by a bid guarantee must submit a valid bid for at least one exploration block or area with marginal accumulations in each of the sectors for which they submitted a declaration of interest, either alone or in a consortium;
- b) Bidders who have submitted a bid guarantee without a declaration of interest may submit bids for any exploration block or area with marginal accumulations on offer at the public session, provided that they are in consortium with a bidder who has submitted a declaration of interest; and

- c) Bidders who have not submitted a declaration of interest or bid guarantee may submit bids for any exploration block or area with marginal accumulations on offer at the public session, provided that they are in consortium with a bidder who has submitted a declaration of interest.

**6.7** In order to bid individually at the public bidding session, the bidder must provide a bid guarantee for the exploration blocks or areas with marginal accumulations, respecting the amounts indicated in column (ix) of Table 10 and Table 13 of ANNEX I, respectively.

**6.8** In consortium bids, the bid guarantees submitted for exploration blocks or areas with marginal accumulations may be in the name of one or more consortium bidders, provided that the sum of the guarantees submitted complies with the values indicated in column (ix) of Tables 10 and 13 of ANNEX I, respectively.

**6.9** Bidders intending to submit bids for more than one exploration block or area with marginal accumulations must ensure that they have sufficient guarantees to cover the total amount of their bids.

**6.10** Declarations of interest and bid guarantees must be submitted in accordance with the deadlines set by CEL in the Open Acreage of Concession cycle timetable.

**6.11** Each bid deemed valid by CEL will be associated with a bid guarantee. The value of the guarantees associated with valid bids will be deducted from the total value of the guarantees submitted. Bids that exceed the total value of the guarantees submitted will be invalidated.

**6.12** Bid guarantees that are linked to valid bids will remain with ANP until the concession agreement is signed, after which they will be released under the terms of Subsection VI.7.

**6.13** The bid guarantees must have ANP as beneficiary and/or insured and the bidders as borrowers and may not contain clauses excluding any liability incurred by the borrowers of the guarantees in relation to participation in this tender.

**6.14** In the case of an FIP, the bid guarantee must be in the name of its administrator (borrower) and expressly indicate the name of the FIP.

**6.15** Bidders who submit a declaration of interest and fail to submit a valid bid during the public session for at least one exploration block or area with marginal accumulations in each of the sectors covered by the declaration of interest will have their bid guarantee forfeited under the terms of Subsection VI.6.

**6.16** Bidders who submit a declaration of interest and/or bid guarantee after the deadlines established in the schedule for an ongoing cycle will only be able to participate in public bidding

sessions for subsequent cycles of the Open Acreage of Concession.

### **Subsection VI.2 - How to submit the declaration of interest and the bid guarantee**

**6.17** Declarations of interest, in accordance with the model in ANNEX XII, may be submitted in physical format or issued digitally and signed using a digital certificate, and sent to the email address [garantias.rodadas@anp.gov.br](mailto:garantias.rodadas@anp.gov.br).

**6.18** Bid guarantees may be submitted in physical format or issued digitally and signed using an ICP-Brasil digital certificate, and sent to the email address [garantias.rodadas@anp.gov.br](mailto:garantias.rodadas@anp.gov.br).

**6.19** The bid guarantees in physical format must be sent to ANP's Central Office or delivered to its protocol service, to the attention of the Bid Promotion Superintendence (SPL), in a sealed envelope with the following identification:

National Agency for Petroleum, Natural Gas and Biofuels - ANP Head Office A/C: Tender Promotion Superintendence Open Acreage of Concession Avenida Rio Branco, 65, Térreo, Centro Rio de Janeiro - RJ, Brazil ZIP CODE: 20090-004 CONFIDENTIAL DOCUMENT
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### **Subsection VI.3 - Value of the bid guarantee**

**6.20** The declaration of interest must be accompanied by a bid guarantee for the sectors of interest listed in ANNEX XII, respecting the minimum values indicated in Tables 12 and 14 of ANNEX I.

**6.20.1** Bid guarantees that are not accompanied by a declaration of interest pursuant to item 6.6 (b) need not comply with the minimum amounts set out in Tables 12 and 14 of ANNEX I.

**6.21** In the specific case of a letter of credit issued abroad, the value of the equivalent bid guarantee in US dollars must be obtained by converting it at the official exchange rate (BACEN/Ptax purchase) of the business day immediately preceding its issue, published by the Central Bank of Brazil.

#### **Subsection VI.4 - Duration of bid guarantees**

**6.22** Bid guarantees submitted by means of letters of credit and guarantee insurance must be valid for at least 360 (three hundred and sixty) days.

**6.23** Once the timetable for a Open Acreage of Concession cycle has been defined, the day prior to the date scheduled for the public bidding session should be considered as the date on which the bid guarantee takes effect.

**6.24** In the event of an extension to the date of signature of the concession agreements, bidders with valid bids must renew their bid guarantees within 15 (fifteen) days of the publication of the extension for a minimum period of 60 (sixty) days, under penalty of disqualification, in accordance with paragraph (f) of item 1.41 of this tender protocol.

#### **Subsection VI.5 - Types of bid guarantees**

**6.25** Bid guarantees can be provided in the following forms:

- a) letter of credit issued in Brazil - model in ANNEX XIII (Part 1);
- b) letter of credit issued abroad - model in ANNEX XIII (Part 2);
- c) guarantee insurance - model in ANNEX XIV; and
- d) security deposit - model in ANNEX XV.

**6.26** In the case of a consortium, each member may opt for the types of guarantee indicated in this section, without prejudice to the choice of the other consortium members for a different type.

**6.27** The letter of credit issued in Brazil must comply with the model in ANNEX XIII (Part 1), and be subscribed by banks or financial institutions duly registered with the Central Bank of Brazil and authorized to operate.

**6.28** The letter of credit issued abroad must be in the form of the model in ANNEX XIII (Part 2); the provisions of Section III; and be accompanied by the following documents: (i) proof of registration of the financial institution with the competent body, attesting to its regular operation; and (ii) proof of a risk rating equal to or higher than Aa3 or AA-, in the long-term rating scales of one of the risk rating agencies Fitch Ratings, Standard & Poors or Moody's.

**6.29** Guarantee insurance policies must be issued by insurance companies authorized by the Superintendence of Private Insurance (Susep) and able to operate, in the form of the model in ANNEX XIV.

**6.30** These policies must contain the number of the reinsurance contract made by a legal entity authorized by Susep, in the form of the models in ANNEX XIV.

**6.31** With regard to letters of credit, issued in Brazil and abroad, and guarantee insurance, the following must also be observed, where applicable:

- a) Issuing institutions may not be in default of their obligation to indemnify ANP for guarantees already submitted, nor may they be under a regime of fiscal direction, intervention, extrajudicial liquidation, or special supervision, or in compliance with a penalty imposed by the respective regulatory body. ANP will publish on its website <https://www.gov.br/anp/pt-br/rodadas-anp> the list of financial institutions that are in default of their obligation to indemnify ANP and will therefore not be accepted as guarantors;
- b) The place of execution of the guarantees must be exclusively the city of Rio de Janeiro. If it does not have a branch in this city, the issuer of the guarantee must appoint a representative for this purpose, and it must immediately notify ANP of any change in the representative;
- c) They must be accompanied by the following documents proving that they are legal representatives of the issuer:
  - c.1) corporate documents relating to the company providing the guarantee, as listed in item 4.18 (a), (b) and (c);
  - c.2) power of attorney for the legal representatives signing the guarantees, if applicable; and
  - c.3) copies of the identification documents (ID) of the representatives referred to in point (c.2);
- d) Guarantees signed digitally using an ICP-Brasil digital certificate must be sent in a format that makes it possible to verify the status of the issuer's legal representatives on the issuer's website or on the ICP-Brasil Digital Signature Standard Compliance Verifier on the website of the National Institute of Information Technology.

**6.32** To submit bid guarantees in the form of escrow deposits, the bidder (surety) must open one or more escrow accounts at any branch of Caixa Econômica Federal (CEF), using the "Escrow Receipt" form, in accordance with the model in ANNEX XV.

**6.33** The bidder must hold the escrow account in favor of the Agência Nacional de Petróleo, Gás Natural e Biocombustíveis - ANP (CNPJ 02.313.673/0002-08).

**6.34** The following must be presented: (i) the deposit slip; (ii) the original copy of the "Escrow

Receipt" form, duly filled in and signed; and (iii) additional information from the Caixa Econômica Federal (CEF) branch that issued the "Escrow Receipt". If the deposit is made by check, a statement from the escrow account proving that the check has cleared must also be submitted.

**6.35** The security deposit is governed by Decree-Law No. 1,737/1979 and Decree No. 93,872/1986.

**6.36** Electronic guarantees signed digitally, using an ICP-Brasil digital certificate, must be sent in a format that makes it possible to verify the status of the issuer's legal representatives on the issuer's website or on the ICP-Brasil Digital Signature Standard Compliance Verifier on the website of the National Institute of Information Technology.

#### **Subsection VI.6 - Enforcement of bid guarantees**

**6.37** The bid guarantee will be forfeited in the amount corresponding to the block being bid on, as expressly determined by ANP, in the following cases:

- a) the bidder who alone has won the public bidding session does not obtain qualification in the minimum category required for the block being bid on;
- b) the remaining bidder who, when summoned by ANP, expresses an interest in honoring the offer submitted by the winning bidder and does not obtain qualification in the minimum category required for the block that is the object of the offer;
- c) in the event that a consortium has won the public bidding session, one or more consortium members are not qualified in the minimum category required for the block being bid on and the other consortium members do not assume the responsibilities of the unqualified bidders;
- d) in the case of a remaining consortium which, when summoned by ANP, expresses an interest in honoring the bid submitted by the winning bidder and one or more consortium members do not obtain the qualification in the minimum category required for the block which is the object of the bid and the other consortium members do not assume the responsibilities of the non-qualified bidders;
- e) the single winning bidder, or an affiliate indicated by it, fails to sign the concession agreement within the period set by ANP;
- f) in the event that a consortium has won the bid, none of the consortium members, or their affiliates, sign the concession agreement within the period defined by ANP;
- g) in the event of non-signing of the concession agreement by the winning bidder of the Open Acreage of Concession cycle, the bidder or consortium that, when summoned

by ANP, expresses interest in honoring the offer presented by the winning bidder, fails to sign the concession agreement within the period defined by ANP; and

- h)** in the cases of disqualification provided for in points (b), (c), (d), (e) and (f) of item 1.41, except in the case of consortium bids in which the other consortium members assume the responsibilities of the disqualified bidders.

**6.38** In the event of disqualification as provided for in item 1.41 (a), ANP will proceed to execute the bid guarantee in the amount corresponding to the lowest guarantee required for a block in the sector for which a declaration of interest has been submitted and the bidder has not submitted a valid bid.

**6.39** In the event of disqualification as provided for in item 1.41 (i), ANP will proceed to enforce the bid guarantee in the amount corresponding to the lowest guarantee amount required for a block in the sector for which a request to reopen the public session has been submitted and the bidder has not submitted a valid bid.

**6.40** Before executing the bid guarantee with the issuer, ANP will grant the bidder a period of 15 (fifteen) days to make the corresponding payment directly to the Union, with payment by means of a Union Collection Form (GRU), in accordance with the relevant instructions to be sent to the respective accredited representatives.

**6.41** In either case, of forfeiture of the guarantee or direct payment to the Federal Government, the bidder shall not be exempt from any penalties provided for in Section XI and applicable legislation.

**6.42** In the form of a security deposit, the offer guarantee will be executed by withdrawing the amount corresponding to the guarantee for the block that is the object of the offer. The applicable monetary restatement will be refunded to the depositor if there is no incidence of the fine provided for in Section XI. If a fine is levied, the amount resulting from the monetary restatement will be withheld and deducted from the total amount of the fine due.

#### **Subsection VI.7 - Release and return of bid guarantees**

**6.43** The bid guarantee will be waived under the following conditions:

- a)** to all bidders, in the event of revocation or annulment of the tender, within 15 (fifteen) days of publication of the act in the Official Gazette;
- b)** when it is not linked to a valid offer and the bidder has not been disqualified in accordance with points (a) and (i) of item 1.41, within 15 (fifteen) days of the public session;

c) to all bidders who have submitted a valid bid, within 15 (fifteen) days of signing the concession agreement.

**6.44** After exoneration, the bid guarantees will be returned by prior appointment by ANP.

**6.44.1** In the case of bid guarantees presented in the form of a security deposit, ANP will provide documentation authorizing the release of all available funds.

**6.45** Bid guarantees not withdrawn by bidders will be kept on file by ANP until their expiration date, after which they may be discarded.

## **SECTION VII - PRESENTATION OF OFFERS**

### **Subsection VII.1 - Public session for the presentation of offers**

**7.1** The public sessions for the presentation of bids will be held on a date, time and place announced by ANP for each cycle of the Open Acreage of Concession.

**7.2** The number of seats available for face-to-face participation in the public session will be subject to the capacity of the venue. Specific places will be set aside for accredited representatives of the bidders, the press, and the general public. The public sessions will be broadcast live electronically on a video sharing platform to be announced by ANP.

**7.3** The presentation and judgment of bids shall be public, carried out in a transparent manner and guided by the rules set out in this Section.

### **Subsection VII.2 - Composition of offers**

**7.4** Bids for exploratory blocks will be made up of the value of the signature bonus and the minimum exploratory program (PEM), respecting the minimum values for each exploratory block established in columns (x) and (xi) of Tables 10 of ANNEX I.

**7.5** Bids for areas with marginal accumulations will be composed exclusively of the value of the signature bonus, respecting the minimum values for each area established in column (x) of Table 13 of ANNEX I.

#### **Subsection VII.2.1 - Subscription Bonus**

**7.6** The signature bonus, a criterion for bids for an exploration block or area with marginal accumulations, corresponds to the amount, in Real (R\$), offered to obtain the concession for the exploration block or area with marginal accumulations that is the object of the bid and must be paid by the winning bidder within the period established by ANP, as a condition for signing the concession agreement.

**7.7** The signature bonuses offered for exploration blocks and areas with marginal accumulations cannot be lower than the minimum values established in Table 10 and 13 of ANNEX I, respectively.

**7.8** Any offer that presents a signature bonus lower than the minimum value defined for the exploration block or area with marginal accumulations in question will be considered invalid.

### **Subsection VII.2.2 - Minimum Exploratory Program (MEP)**

**7.9** The minimum exploration program, a bid criterion exclusively for exploration blocks, corresponds to the set of exploration activities to be carried out by the concessionaire and is expressed in work units (WUs). The minimum exploratory program offered must be complied with during the exploration phase.

**7.10** Only bids for the minimum exploration program expressed in whole numbers of TUs and equal to or greater than the minimum established for each exploration block, as listed in Table 10 of ANNEX I, will be accepted.

**7.11** The accepted exploratory activities and the equivalence of the TUs with the respective amounts of the financial guarantee of the minimum exploratory program per TU can be found in ANNEX XVI.

**7.12** Any offer for exploratory blocks that presents an exploratory program lower than the minimum value defined for the block in question will be considered invalid.

### **Subsection VII.3 - Procedure for preparing and presenting offers**

**7.13** Bids must be drawn up in accordance with the following rules:

- a) bids must be drawn up by block offered, taking into account the sectors that will be bid on in the public bidding session of the cycle;
- b) bidders must comply with the qualification requirements set out in the tender protocol for the block they are bidding on;
- c) the bids must be prepared in a specific computer program developed by ANP, which will be made available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>;
- d) the computer program will generate the following forms:
  - d.1) Envelope Cover form, identifying the block being offered and the bidders;
  - d.2) offer form, indicating the amounts offered in accordance with the offer criteria, as set out in Subsection VII.2.
- e) each offer generated by the computer program has a unique Offer Identifier Code (ID). All printed forms relating to the same offer must contain the same ID code;

- f) the forms generated by the computer program must be enclosed in a sealed envelope, identified on the outside with the form mentioned in point (d.1), which must be signed by the bidder's accredited representative.

**7.14** Bids must comply with the following rules:

- a) bids may be submitted by any bidder listed in the latest list of bidders in the Open Acreage of Concession published by ANP;
- b) bidders who have not submitted a declaration of interest accompanied by a bid guarantee by the deadline set in the cycle schedule may only submit bids in consortium with a bidder who has submitted a declaration of interest approved by CEL;
- c) each bid for exploration blocks and areas with marginal accumulations must be associated with a valid bid guarantee and in the amount established in column (ix) of Tables 10 and 13 of ANNEX I, respectively.
- d) the envelope containing the bids that exceed the total value of the guarantees submitted will be invalidated in its entirety, observing the sequence defined by CEL for each cycle of the Open Acreage of Concession;
- e) in the absence of an offer and in order to enable the execution of the offer guarantee in accordance with Subsection VI.6, the amount corresponding to the lowest value of the guarantee required for an exploration block or area with marginal accumulations in the sector for which a declaration of interest was submitted, as indicated in Tables 12 and 14 of ANNEX I, respectively, shall be withheld.
- f) bids for the same sector must be submitted in a single envelope;
- g) if the bidder submits bids in different consortia for different blocks located in the same sector, the bids must be submitted in separate envelopes;
- h) the bidding will be opened according to the sequence of sectors defined by CEL for each cycle of the Open Acreage of Concession and a deadline will be set for bidders to go to the bidding area;
- i) the accredited representatives of the bidders, empowered to do so by power of attorney, in accordance with the model in ANNEX VI, must enter the bidding area, carrying only the bid envelopes and official identification document with photo;
- j) all envelopes entering the bidding area must be sealed and presented to CEL;

- k) CEL will check that the envelopes have been filled in and their contents, and may, at its discretion, request the relevant corrections;
- l) the envelopes containing the offers will be opened and analyzed by CEL;
- m) the offer read by the system will be homologated with the printed version, which is the only official version. In the event of a discrepancy between the written part and the bid read by the system, or technical problems, the printed document will apply;
- n) the winning bids for each block in a given sector will be made public before the opening of bids for the next sector;
- o) Only bids made exclusively in accordance with the instructions in this tender protocol will be accepted. Bids made in disagreement with the instructions in this tender protocol will be invalidated by CEL.

### **Subsection VII.3.1 - Presentation of consortium offers**

**7.15** Bids may be submitted by bidders in consortia that meet the following requirements:

- a) the bidder appointed as operator of the consortium must meet the requirements for qualification in the minimum category required for the block being bid on;
- b) the other consortium members must meet at least the requirements for qualification and submission of bids as a Non-operator;
- c) the bidder wishing to qualify as a non-operator may only submit bids in a consortium;
- d) the operator may not have a stake of less than 30% (thirty percent) in the consortium;
- e) each of the other consortium members must have a minimum stake of 5% (five percent) in the offering consortium;
- f) bidders must sign a commitment to form a consortium<sup>2</sup>, signed by the consortium members, indicating the Operator bidder responsible for the consortium and for

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<sup>2</sup> The consortium commitment term contained in the bid envelope cover model contains the following text: Except in the case of the operating company submitting an isolated bid, the business companies listed below, registered for the Open Acreage of Concession, promoted by the National Petroleum, Natural Gas and Biofuels Agency (ANP), represented herein by their accredited representatives before ANP, in the event of winning the bid for the area(s) contained in this envelope, undertake under the terms of art. 38 of Law 9.478/97, to form a consortium to sign the concession contract. of

conducting the operations, in accordance with the envelope cover model described in item 7.13 (d.1).

### **Subsection VII.3.2 - Submission of offers for the same block**

**7.16** Under the terms of article 38, IV, of Law 9.478/1997, no bidder may make more than one offer for the same block, either individually or in a consortium. All bids for the same block that contravene this rule will be invalidated by CEL;

**7.17** The above limitation applies to bidders who are part of the same corporate group<sup>3</sup> and to bidders who have members of their board of directors (administrators, directors, members of the Board of Directors), partners or accredited representatives in common, unless they can demonstrate that they are not acting on behalf of a common corporate interest. Bidders who may fall into these situations should make a reasoned request to CEL to decide whether they can bid for the same blocks, taking into account the promotion of the competitiveness of the tender;

**7.18** The bidder or other bidders from the same corporate group may participate in other consortia to bid for different blocks;

### **Subsection VII.4 - Criteria for judging offers**

**7.19** Bids will be judged individually for each exploration block or area with marginal accumulations, by assigning points and weights.

**7.20** CEL will judge the bids in accordance with the criteria set out in this tender protocol and in Law 9.478/1997, invalidating any bids that do not meet the pre-set requirements.

### **Subsection VII.4.1 - Blocks with exploratory risk**

**7.21** For exploratory blocks, the assessment will be made by assigning points and weights, as indicated below:

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Law No. 9.478/97, to form a consortium to sign the concession contract, and they may delegate the signing of the contract to their affiliates, under the same conditions established herein. The consortium to be formed will have the following composition:

<sup>3</sup> Item 4.32 contains the concept of corporate group for the purposes of this notice.

- a) the signature bonus will have a weight of 80% (eighty percent) in the calculation of the final score to be awarded to the bidder or competing consortium, as detailed in Subsection VII.2.1;
- b) the minimum exploratory program will have a weight of 20% (twenty percent) in the calculation of the final score to be awarded to the bidder or competing consortium, as detailed in Subsection VII.2.2.

**7.22** Thus, for a maximum of 100 (one hundred) points, the final score to be awarded to a given bidder will be made up of 2 (two) parts, calculated as follows:

$$NOTA\ 1 = 80 \times \left( \frac{B\acute{o}nus\ de\ Assinatura\ ofertado\ (R\$)}{Maior\ B\acute{o}nus\ de\ Assinatura\ ofertado\ (R\$)} \right)$$

$$NOTA\ 2 = 20 \times \left( \frac{PEM\ ofertado\ em\ UTs}{Maior\ PEM\ ofertado\ em\ UTs} \right)$$

FINAL GRADE = GRADE 1 + GRADE 2

**7.23** Grades 1 and 2 will be calculated to five (5) decimal places, disregarding values from the sixth decimal place onwards. The final grade will be calculated from the sum of grades 1 and 2 and will be rounded to 4 (four) decimal places. When the fifth decimal place of the final grade is equal to or greater than 5 (five), the fourth decimal place will be rounded up.

**7.24** The bids will be ranked in descending order of score, and the bidder whose bid obtains the highest final score will be declared the winner of the public bidding session.

#### **Subsection VII.4.2 - Areas with marginal accumulations**

**7.25** For areas with marginal accumulations, the calculation will only take into account the value of the subscription bonus offered.

**7.26** Bids will be ranked in descending order of the subscription bonus amounts offered,

respecting the minimum amounts defined in Table 13 of ANNEX I.

**7.27** The bidder offering the highest subscription bonus will be declared the winner of the public bidding session.

#### **Subsection VII.5 - Tie-breaking rules**

**7.28** When two or more bidders obtain the same score for the same exploration block or offer the same amount of signature bonus for the same area with marginal accumulation, and the provisions of article 42 of Law 9.478/1997 do not apply, the tied bidders will be given a new deadline to submit new offers. The new offers may not be lower than the previous offers, both in terms of the signature bonus and the minimum exploratory program, when applicable.

**7.29** The times for the presentation of new offers will be determined by CEL. If these bidders do not submit new offers or if there is a new tie, a draw will be used as the tie-breaking criterion, carried out in public, at the same session, at a time designated by CEL.

#### **Subsection VII.6 - Reopening of the public session for the blocks not awarded**

**7.30** Immediately after bidding on all the blocks in the sequence set out in this tender protocol, CEL will open a period of 15 (fifteen) minutes for bidders to submit a Request to Reopen the public session for the blocks that have not received an offer, according to the model in ANNEX XXX.

**7.31** To submit the Request to Reopen the public session, the bidder must meet the following conditions:

- a) have submitted a Declaration of Interest for the required sector(s);
- b) have submitted a bid in the public session for at least one block of the required sector(s), and;
- c) have a bid guarantee balance of the minimum amount associated with each sector, in accordance with Tables 12 and 14 of ANNEX I.

**7.32** After analyzing the Request(s) indicated in item 7.30, CEL will announce: (i) the sectors that will be on offer at the reopening of the public session, and; (ii) the deadline for preparing bids.

**7.33** Bidders who have not submitted a Request for Reopening may only submit bids in consortium with a bidder who has submitted the request.

**7.34** The preparation and submission of bids at the reopening of the public session must comply with the rules and procedures set out in Section VII.3, except that a single deadline will be set for bidders to go to the bidding area with the envelopes of all the sectors for which they intend to submit a bid at the reopening of the public session.

**7.35** If the bidder that submitted a Request to Reopen the public session does not submit a valid bid, its bid guarantee will be forfeited in accordance with Subsection VI.6.

## SECTION VIII - QUALIFICATION

### Subsection VIII.1 - General Conditions

**8.1** Qualification comprises the analysis of documentation to prove the legal, tax and labor compliance, economic-financial capacity, and technical capacity of the bidders.

**8.2** Bidders will be qualified as operators or non-operators, according to the criteria established in this section, and will be classified into the following levels:

- a) **Operator A** - qualified to operate in blocks located in ultra-deepwater, deep water, shallow water, onshore and in areas with marginal accumulations;
- b) **Operator B** - qualified to operate in blocks located in shallow water, onshore and in areas with marginal accumulations;
- c) **C+ operator** - qualified to operate in blocks located onshore, in remote and non-remote areas and in areas with marginal accumulations;
- d) **operator C** - qualified to operate in blocks located onshore, in non-remote areas and in areas with marginal accumulations;
- e) **operator D** - qualified to operate in areas with marginal accumulations;
- f) **non-operator** - qualified to act in a consortium, observing the provisions of Table 8 of item 8.71.

**8.2.1** For qualification purposes, the following definitions will be considered for offshore blocks and onshore blocks in remote areas:

- a) Deep or ultra-deepwater: blocks with water depths of more than 400 meters;
- b) Shallow waters: blocks with water depths of up to 400 meters;
- c) Remote onshore areas: onshore exploration blocks located in the Acre-Madre de Dios, Amazonas and Solimões basins, located in the North Region, in what is known as the Brazilian Amazon.

**8.3** ANP will classify the bidders in the highest possible qualification level, according to the

analysis of the documentation submitted.

**8.4** If the bidder's technical qualification level differs from the economic and financial qualification level, the lower qualification will be considered.

**8.5** ANP will only analyze the documentation of the winning bidders at the public bidding session.

**8.6** After the close of the public bidding session, the winning bidders must submit the qualification documents listed in this section by the deadline established in the schedule for each cycle.

**8.7** The winning bidder must submit only one set of documents, regardless of the number of blocks or areas it has won, in accordance with the formalities set out in Section III.

**8.8** In the case of a consortium, the qualification documentation must be submitted individually by each of the consortium members.

**8.9** ANP may request any additional information and documents to support the qualification.

**8.10** The information provided by bidders for qualification purposes may be verified by ANP through previously scheduled surveys.

**8.11** The bidder appointed as operator of the consortium must be qualified in the minimum category required for the block being bid on.

**8.12** Bidders must maintain their qualification conditions until the concession agreement is signed, otherwise they will be disqualified from the tender.

### **Subsection VIII.2 - Legal qualification and proof of fiscal and labor regularity**

**8.13** In order to obtain legal qualification and proof of tax and labor regularity, in addition to the documents already submitted for registration as set out in Subsection IV.3, bidders must submit the documents listed below, which will be evaluated according to the criteria set out in this tender protocol (in the specific case of FIPs, the provisions of Subsection IV.3.7 must be observed):

- a) corporate documents mentioned in Subsection IV.3.1, which have undergone any changes since their most recent submission to ANP;
- b) declaration of absence of impediments to the signing of the concession agreement, in accordance with ANNEX XVII, certifying that there is no fact that prevents the signing or execution of the concession agreement;

- c) declaration on relevant legal or judicial pending matters, in accordance with ANNEX XVIII, attesting to the existence or non-existence of relevant legal or judicial pending matters, including those that may lead to insolvency, judicial reorganization, bankruptcy, or any other event that may affect the financial suitability of the bidder (if there are relevant pending matters, these must be itemized).

**8.14** Tax and labor compliance will be proven by analyzing the following documents, to be obtained by ANP through access to the databases of the public bodies responsible for issuing them<sup>4</sup>

- a) proof of registration with the CNPJ;
- b) Joint Negative Debt Certificate or Positive Debt Certificate with Negative Effect relating to Federal Taxes and the Union's Active Debt, issued by the Attorney General's Office of the National Treasury (PGFN), covering all federal tax credits administered by the RFB and PGFN;
- c) FGTS Regularity Certificate (CRF);
- d) Negative Labor Debt Certificate, or positive with negative effect from the Labor Court.

**8.15** Bidders must resubmit the organization chart provided for in Subsection IV.3.3 if there has been a change in the chain of control of the corporate group during the cycle between registration and qualification of the winning bidders at the public session.

**8.16** Bidders who are registered and in good standing with the Unified Supplier Registration System (SICAF) will be exempted from analyzing the documents mentioned in points (a) to (c) of item 8.14, for the purposes of proving tax compliance.

**8.17** The existence of the bidder's registration as a debtor constitutes a fact that prevents qualification, unless the registered bidder proves that it has filed a lawsuit to dispute the nature of the obligation, or its value, and has offered a sufficient guarantee to the court, in accordance with the law; or the enforceability of the credit that is the subject of the registration has been suspended.

**8.18** Foreign bidders will not be obliged to submit the documents relating to proof of tax and labor compliance.

#### **Subsection VIII.2.1 - Additional documentation for the legal qualification of foreign bidders**

**8.19** Foreign bidders must submit the following documents in addition to those listed in 8.13 (a) to (c):

- a) proof that it is organized and operating regularly, in accordance with the laws of its country, by presenting a document issued by the official company registration body of the country of origin, issued within one (1) year prior to the date of its filing with ANP; and
- b) a term of commitment to set up a corporate legal entity under Brazilian law or to appoint a controlled Brazilian corporate legal entity already set up, with its registered office and administration in Brazil, to sign the concession agreement, if it wins the bid, in accordance with the model in ANNEX IX.

### **Subsection VIII.2.2 - Documentation for legal qualification and proof of tax and labor regularity of FIPs**

**8.20** In order to obtain legal qualification and proof of tax and labor regularity, in addition to the documents already submitted for registration in Subsection IV.3, FIPs must submit the following documents:

- a) documents required in item 8.13, paragraphs (b) and (c), which shall be submitted in the name of the FIP's administrator; and
- b) documents listed in item 4.42 (c) and (e) must be resubmitted in the event of a change.

**8.21** Tax and labor compliance will be verified by analyzing the documents listed in item 8.14, which will be obtained by ANP through access to the databases of the public bodies responsible for issuing them.<sup>4</sup>

### **Subsection VIII.3 - Technical qualification**

**8.22** The bidder will be technically qualified as an A, B, C (or C+), D or non-operator.

**8.23** The technical information must be provided according to one of the following models of technical summaries, alternatively:

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<sup>4</sup> Any outstanding issues attributable to the issuance of the documents must be resolved before the deadline for submitting the qualifying documents set by the CEL for each cycle expires.

- a) technical qualification by experience of the bidder or its corporate group: technical summary 01 (ANNEX XIX);
- b) technical qualification by experience of the bidder's technical staff: technical summary 02 (ANNEX XX);
- c) technical qualification as a non-operator: technical summary 03 (ANNEX XXI);
- d) technical qualification for bidders already operating in Brazil: technical summary 04 (ANNEX XXII).

**8.24** In addition, the bidder must submit documentation that expresses the company's policy with regard to the principles of Safety, Environment and Health (SMS) or Quality, Safety, Environment, Health and Social Responsibility (QSMS-RS), in accordance with industry best practice.

#### **Subsection VIII.3.1 - Technical qualification as an A, B or C (or C+) operator**

**8.25** Technical qualification as an operator can be obtained from the experience of the bidder or its corporate group (Subsection VIII.3.1.1) or, alternatively, from the experience of the members of its technical staff, in Brazil and/or abroad (Subsection VIII.3.1.2).

**8.26** The qualification of the experience of the bidder or its corporate group will be based on:

- a) experience in E&P activities (Subsection VIII.3.1.1.1);
- b) length of experience in E&P activities (Subsection VIII.3.1.1.2);
- c) production volume over the last 5 (five) years (Subsection VIII.3.1.1.3);
- d) amount of investments made in exploration in the last 5 (five) years (Subsection VIII.3.1.1.4);
- e) aspects related to Health, Safety and Environment (HSE) (Subsection VIII.3.1.1.5).

**8.26.1** In the case of qualification by the bidder's experience, all the documents listed in item 8.26 must refer to the bidder itself.

**8.27** The qualification of the experience of the members of the bidder's technical staff will be based on the experience of the professionals who make up its technical staff in E&P activities.

**8.28** If the bidder qualifies through the experience of the members of its technical staff, the

maximum possible qualification will be as a B operator.

**8.29** Under no circumstances will the bidder's experience be added to the experience of the members of its technical staff.

**8.30** For the purposes of classifying the bidder in one of the qualification levels as an operator (A, B or C/C+), ANP will cumulatively assign a score for each activity carried out.

**8.31** Points will be awarded for each activity carried out. However, if the bidder is cumulatively carrying out activities as an operator, non-operator, or service provider in the same environment, only the highest score will prevail.

**Subsection VIII.3.1.1 - Qualification by the experience of the bidder or its corporate group**

**8.32** The experience of the bidder or its corporate group in Brazil and/or abroad must be informed, according to the model of technical summary 01 in ANNEX XIX.

**Subsection VIII.3.1.1.1 - Scoring for experience in E&P activities under development**

**8.33** The E&P activities being carried out by the bidder as operator, non-operator or technical service provider will be scored, according to the criteria proposed below and the scores set out in Table 3:

**Table 3 - Scores for E&P activities under development**

Criteria	Operator condition	Non-operator status	Technical service provider
a) Onshore E&P activities in the exploration phase	10	5	5
b) Onshore E&P activities in the production phase	10	5	5
c) E&P activities in shallow water during the exploration phase	10	5	5
d) E&P activities in shallow water in the production phase	10	5	5
e) E&P activities in deep or ultra-deepwater in the exploration phase	10	5	5

f) E&P activities in deep or ultra-deepwater in the production phase	10	5	5
g) E&P activities in adverse environments <sup>1</sup>	10	5	5
h) E&P activities in environmentally sensitive areas <sup>2</sup>	10	5	5

**Note:**

1 E&P activities in adverse environments: This criterion will consider E&P activities in adverse environments where one or more of the following characteristics occur: strong sea currents, drilling in high-pressure and high-temperature conditions (well whose pore pressure gradient is greater than 2.62 psi/m or the expected pressure in the B.O.P - "Blow Out Preventer" - is greater than 10,000 psi and the static temperature at the bottom of the well is higher than 150° C), production activities in remote areas (remote areas are those that impose access restrictions, making hydrocarbon exploration and production activities difficult) and production of heavy oils (from 10° API to 22° API) and/or extra heavy oils (below 10° API) and high presence of contaminants such as CO<sub>2</sub> (carbon dioxide) and H<sub>2</sub>S (hydrogen sulfide), which may cause operational risks.

2 E&P activities in environmentally sensitive areas: For this criterion, E&P activities will be considered in areas of influence where one or more of the following characteristics occur: rare, endemic or threatened species; aggregation of species (migratory routes, reproduction, growth, feeding); areas defined as priorities for biodiversity conservation; natural resources of socio-economic importance for local communities and/or artisanal fishermen; conservation units; indigenous and/or traditional communities; presence of archaeological sites or speleological heritage.

Subsection VIII.3.1.1.2 - Scoring for length of experience in E&P activities

**8.34** Bidders who report experience as operators in E&P activities will receive the score set out in Table 4, depending on the length of experience and the operating environment (onshore, shallow water or deep/ultra-deepwater).

**Table 4 - Scores for length of experience in E&P activities as operator**

Operating environment	Length of experience - T (in years)			
	2 ≤ T < 5	5 ≤ T < 10	10 ≤ T < 15	T ≥ 15
Onshore	5	10	15	20
Shallow water	10	15	20	25
Deep/ultra-deepwater	15	20	25	30

**8.35** Bidders who alternatively report experience in providing technical services to oil companies or who have experience as a non-operator will be awarded half the points attributed to those who have experience as an operator, as set out in Table 5.

**Table 5 - Scoring for length of experience in E&P activities as a non-operator or technical service provider**

Operating environment	Length of experience - T (in years)
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	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Onshore	2,5	5	7,5	10
Shallow water	5	7,5	10	12,5
Deep/ultra-deepwater	7,5	10	12,5	15

#### **Subsection VIII.3.1.1.3 - Scoring by oil equivalent production volume**

**8.36** One (1) point will be counted for every one (1) thousand barrels/day of oil equivalent produced, up to a maximum of fifteen (15) points. The volumes reported must refer to the bidder's participation as operator. The arithmetic average of annual production volumes over the last 5 (five) years will be taken into account.

#### **Subsection VIII.3.1.1.4 - Scoring for the amount of investment in exploratory activities**

**8.37** Bidders who report investments in exploration activities as operators will receive a score based on the amount of investment and the operating environment, as set out in Table 6.

**8.38** The amount of investment over the last five (5) years will be taken into account, as the bidder's participation as operator. If the value of the investment is in US dollars (US\$), the average official exchange rate (BACEN/PTAX sale) for the year in which it was made must be used for conversion. All investments made must be brought to present value by the accumulated IGP-M up to the month prior to the public bidding session of the Open Acreage of Concession cycle.

**Table 6 - Score according to the amount of investment in exploratory activities**

Operating environment	Amount of investments - I (in millions of reais)		
	$15 \leq I < 30$	$30 \leq I < 60$	$I \geq 60$
Onshore	2	3	4
Shallow water	3	4	5
Deep/ultra-deepwater	4	5	6

#### **Subsection VIII.3.1.1.5 - Scoring according to aspects related to HSE**

**8.39** Two (2) points will be awarded to the bidder that presents an Integrated HSE Management System manual or similar corporate procedure that establishes the adoption of good HSE practices.

**8.40** Two (2) points will be awarded to the bidder who presents certification of an Integrated HSE Management System. The bidder must present a copy of the certificates issued by an independent entity, which has no links with it, attesting to the implementation of an Integrated HSE Management System in E&P operations.

**Subsection VIII.3.1.2 - Qualification by experience of the members of the bidder's technical staff**

**8.41** Bidders who do not have sufficient experience in E&P activities to qualify under the terms of Subsection VIII.3.1.1 may use the experience of their technical staff to qualify.

**8.42** To this end, it must provide information on the experience of the members of its technical staff in E&P activities in Brazil and/or abroad, in accordance with the technical summary template 02 in ANNEX XX. The summary must contain the signature of each professional indicated.

**8.43** The bidder must have a technical staff that includes at least one professional with experience in exploration activities and another with experience in production activities. The professionals on the technical staff must have higher education qualifications compatible with E&P activities, such as engineering, geosciences, or related areas.

**8.44** A member of the technical staff is considered to be any professional who has a relationship with a legal entity for the performance of a position or function, such as: employee, service provider, consultant.

**8.45** The experience of the members of the technical staff will be assessed and given a score, depending on where the E&P activities take place, also taking into account experience of operating in adverse environments and environmentally sensitive areas, as specified in Table 7.

**Table 7 - Scoring according to the experience of the technical staff**

Area of activity	Length of experience T (in years)		
	2 ≤ T < 5	5 ≤ T < 10	T ≥ 10
Exploration – Onshore	3	5	7
Production - Onshore	3	5	7
Exploration - Shallow water	3	5	7
Production - Shallow water	3	5	7
Exploration - Deep/ ultra-deepwater	3	5	7
Production - Deep/ ultra-deepwater	3	5	7

Area of activity	Length of experience T (in years)		
	$2 \leq T < 5$	$5 \leq T < 10$	$T \geq 10$
Operation in harsh environments	3	5	7
Operation in environmentally sensitive areas	3	5	7

### **Subsection VIII.3.1.3 - Technical qualification levels as operator A, B or C (or C+)**

**8.46** For the purposes of classifying the bidder in one of the qualification levels, ANP will use the following criteria for technical qualification:

- a) from 2 to 29 points: C or C+ operator;
- b) from 30 to 80 points: operator B; and
- c) 81 points or more: operator A.

**8.47** For the bidder to obtain technical qualification as operator A, it must have experience in exploration and/or production activities in shallow, deep or ultra-deepwater as operator, regardless of the score achieved.

### **Subsection VIII.3.2 - Technical qualification as a D operator**

**8.48** Technical qualification as a D operator can be obtained from the experience of its technical staff.

**8.49** Bidders must provide information on the experience of the members of their technical staff in E&P activities in Brazil and/or abroad, in accordance with the technical summary model 02 in ANNEX XX. The technical summary must indicate at least one professional with at least two (2) years' experience in exploration and/or production activities.

**8.50** The professionals who make up the technical staff must have an academic background compatible with E&P activities, such as engineering, geosciences, or related areas.

**8.51** The summary must bear the signature of each professional indicated.

**8.52** A member of the technical staff is considered to be any professional who has a relationship with a legal entity for the performance of a position or function, such as: employee, service provider, consultant, among others.

### **Subsection VIII.3.3 - Technical qualification as a non-operator**

**8.53** In order to obtain the technical qualification as a non-operator, the bidder must submit a description of its main activity, as well as its relationship with its parent company, when applicable, in accordance with the technical summary model 03 in ANNEX XXI.

### **Subsection VIII.3.4 - Technical qualification for bidders already operating in Brazil**

**8.54** Bidders who have concession or production sharing agreements in force in Brazil for the exploration and production of oil and natural gas, in order to obtain qualification at the same level at which they already operate, must submit a list of the numbers of these agreements and their respective areas of operation, in accordance with the technical summary model 04 in ANNEX XXII.

**8.55** The bidder may also use current agreements signed by members of its corporate group.

**8.55.1** Bidders using existing agreements signed by members of their corporate group must comply with the provisions of Subsection X.2.5 of the tender protocol in order to sign the concession agreement.

**8.56** For technical qualifications at a higher level than that at which it already operates, the bidder must meet the requirements of Subsection VIII.3.1, as applicable.

### **Subsection VIII.3.5 - Simplified technical qualification procedure**

**8.57** Bidders who have been qualified in a bidding round or in a agreement assignment process and are interested in taking part in the Open Acreage of Concession may opt for the simplified technical qualification procedure, to which end they must submit an application in accordance with the rules and model in ANNEX II - Part 2.

**8.57.1** Previous qualification in a bidding round or agreement assignment process must have been obtained within one (1) year prior to the application.

**8.57.2** Bidders who have obtained the technical qualification provided for in Subsection VIII.3.1.1 based on the experience of their corporate group must, exclusively as operators, submit the Performance Guarantee, under the terms of Subsection X.2.5 of the tender protocol, if they are to sign the oil and natural gas exploration and production agreement.

**8.58** Bidders opting for the simplified technical qualification procedure must comply with the

provisions of Subsection VIII.3.1 of the tender protocol.

**8.59** The documentation provided for in the simplified technical qualification procedure must be submitted in accordance with the schedule established by CEL.

#### **Subsection VIII.4 - Economic and financial qualification**

**8.60** For economic and financial qualification purposes, bidders must submit the following documents for the last three (3) fiscal years:

- a) Complete Financial Statements:
  - a.1) Balance sheet;
  - a.2) Statements of Retained Earnings or Losses, and may be included in the Statement of Changes in Shareholders' Equity;
  - a.3) Profit and Loss Account;
  - a.4) Cash Flow Statement;
  - a.5) Explanatory Notes; and
  - a.6) Statement of Added Value, if a public company.
- b) Independent auditor's opinion;
- c) Form in ANNEX XXIII - Summary of Financial Statements, for foreign bidders only.

**8.61** As a substitute for the documents listed above, FIPs must submit the complete Accounting Statements for the last three (3) fiscal years, in the form required by the applicable legislation, accompanied by the independent auditors' report.

**8.62** The Financial Statements must be presented in accordance with Law 6.404/1976, and may not be replaced by interim balance sheets, without prejudice to the obligation to present an independent auditor's opinion.

**8.63** If the bidder is the parent company of a corporate group, it must submit its Consolidated Financial Statements, in compliance with the provisions issued by the Accounting Pronouncements Committee (CPC) regarding correlation with international accounting standards (IFRS).

**8.64** ANP may request the submission of Quarterly Information (ITR), pursuant to article 16, VIII, of CVM Instruction 202/1993, to support the analysis of the qualification.

**8.65** Bidders who have been established for less than 3 (three) years must submit complete financial statements and an independent auditor's opinion for the fiscal years already closed.

**8.66** Bidders incorporated in the same fiscal year as this tender must submit complete interim financial statements, which may not be replaced by interim balance sheets, accompanied by an independent auditor's opinion. In this case, to prove net worth, the bidder must submit a copy of its most recent articles of association filed with the trade registry in its jurisdiction.

**8.67** Bidders wishing to prove an increase in net worth during the same fiscal year as this tender must submit complete interim financial statements, which may not be replaced by interim balance sheets, accompanied by an independent auditor's opinion. If the increase is due to a change in share capital, the bidder must also submit a copy of its latest articles of association filed with the trade registry in its jurisdiction.

**8.68** For the purpose of proving net worth in an amount sufficient to meet the required level of economic and financial qualification, the documentation referred to in item 8.67 will only be accepted if it certifies that the increase in net worth carried out by the bidder took place up to the deadline for submitting the qualification documents established by CEL for the respective cycle, set out in item 1.28 (i) of this tender protocol.

**8.69** In addition to the documents required under 8.60 (a) and (b), the foreign bidder must also submit the document required under 8.60 (c) (ANNEX XXIII), completed and signed by the directors and by accountants legally qualified in the country of origin, in compliance with the formalities set out in Section III. If the documents required in this Section are not available, the foreign bidder must comply with the provisions of Subsection III.2.

#### **Subsection VIII.4.1 - Framework criteria for economic and financial qualification**

**8.70** The bidder must demonstrate, by means of the documents mentioned in item 8.60, that it has a net worth equal to or greater than the minimum net worth required for classification in the qualification levels, as set out in Table 8.

**8.71** To qualify as a non-operator, the bidder must have a net worth equal to or greater than 25% (twenty-five percent) of the minimum net worth required for an operator in the area with marginal accumulation or in the operating environment where the block is located, as set out in Table 8.

#### **Table 8 - Minimum net worth values for economic and financial qualification**

Qualification level	Operational environments	Minimum Net Worth (in R\$)	
		Operator	Non-operator
A	Ultra-deep, deep, shallow water, onshore and areas with marginal accumulations	R\$ 283.200.000,00	R\$ 70.800.000,00
B	Shallow waters, onshore and areas with marginal accumulations	R\$ 122.600.000,00	R\$ 30.650.000,00
C+	Remote and non-remote onshore and areas with marginal accumulations	R\$ 40.000.000,00	R\$ 10.000.000,00
C	Non-remote onshore and areas with marginal accumulations	R\$ 10.700.000,00	R\$ 2.675.000,00
D	Areas with marginal accumulations	R\$ 1.400.000,00	R\$ 350.000,00

### Subsection VIII.5 - Summary of qualifying documents and criteria

8.72 Table 9 consolidates the criteria for the qualification levels set out in this tender protocol.

**Table 9 - Consolidation of the criteria for the qualification levels**

Qualification	Legal qualification	Technical qualifications <sup>1</sup>	Economic and financial qualification (PLM)	Environment
Operator A	proof of tax and labor registration	81 points or more <sup>2</sup>	R\$ 283.200.000,00	qualified to operate in blocks located in ultra-deepwater, deep water, shallow water, onshore and in areas with marginal accumulations
Operator B	proof of tax and labor registration	from 30 to 80 points	R\$ 122.600.000,00	qualified to operate in blocks located in shallow water, onshore and in areas with marginal accumulations
C+ operator	proof of tax and labor registration	from 2 to 29 points	R\$ 40.000.000,00	qualified to operate in onshore blocks (remote and non-remote) and in areas with marginal accumulations

Qualification	Legal qualification	Technical qualifications <sup>1</sup>	Economic and financial qualification (PLM)	Environment
Operator C	proof of tax and labor registration	from 2 to 29 points	R\$ 10.700.000,00	qualified to operate in blocks located onshore (not remote) and in areas with marginal accumulations
Operator D	proof of tax and labor registration	E&P professional with at least 2 years' experience	R\$ 1.400.000,00	qualified to operate only in areas with marginal accumulations
Non-operator	proof of tax and labor registration	summary of your main activity	25% of the PLM required from the operator for each environment	can only bid in consortium with other bidders qualified as Operators

Notes:

<sup>1</sup>In the cases provided for in Subsection VIII.3.3, the scoring criteria for technical qualification do not apply.

<sup>2</sup>In order to qualify as operator A, the bidder must have experience in exploration and/or production activities in shallow, deep or ultra-deepwater as an operator, regardless of the score achieved.

**8.73** Table 26 of ANNEX XXX consolidates the qualification documentation and presentation formalities provided for in this tender protocol for domestic and foreign bidders.

**8.74** Table 27 of ANNEX XXX consolidates the qualification documentation and submission formalities provided for in this tender protocol for FIPs.

#### **Subsection VIII.6 - Result of qualification by ANP**

**8.75** Qualification will be carried out by ANP within fifteen working days, extendable for up to the same period, counting from the end of the deadline for submission of the qualification documents. Bidders who win the public bidding session and meet all the requirements set out in this section will have their qualification approved.

**8.76** The result of the qualification will be published in the DOU and on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

**8.77** Individual bidders will be informed of the outcome of the qualification process by electronic message.

#### **Subsection VIII.7 - Validation of qualification by CEL**

**8.78** The Bidding Round Special Commission will certify that the qualification obtained by the winning bidder at the public session meets the minimum level required according to the operating

environment of the block being bid on.

**8.79** In the event that the qualification obtained by the winning bidder in the public session does not meet the minimum level required according to the operating environment of the block being bid on, the Special Bidding Committee will call for new bidders in accordance with the procedure established under the terms of Subsection VIII.8.

### **Subsection VIII.8 - Procedure for cases of non-qualification of the winning bidder in the public bidding session of a cycle**

#### **Subsection VIII.8.1 - Bidders who submitted a single bid**

**8.80** In the case of bids submitted separately, if a bidder that wins the public session does not obtain the necessary qualification to sign the agreement for the block that is the subject of the bid under the terms set out in the tender protocol, the procedure set out in this item will be adopted.

- d) The remaining bidders who have submitted a valid bid for the same block will be called by CEL, by means of a single call, to express their interest in honoring the winning bid.
- e) The remaining bidders who express an interest under point (a) must submit qualification documents within the time limit set in the call.
- f) Qualification will be carried out by ANP in accordance with the ranking order of the bids provided for in Subsection VII.4 until one of the remaining bidders meets the qualification requirements.
- g) In the event that none of the remaining bidders expresses an interest in honoring the winning bid or those that express such an interest are not qualified, the bidder that submitted the next highest ranked bid will be considered the new winning bidder for the public session.
- h) The new winning bidder from the public session under (d) will be called by CEL to submit qualification documents.
- i) If the new winning bidder from the public session under point (d) is not qualified, the procedure will be restarted from point (a) until one of the bidders meets the qualification requirements.

- j) For blocks in which there are no qualified bidders, CEL will declare the tender closed.

#### **Subsection VIII.8.2 - Bidders who submitted a bid in a consortium**

**8.81** In the case of bids submitted in consortia, if a bidder that wins the public session does not obtain the necessary qualification to sign the agreement for the block being bid on, the other consortium members will be called by CEL to express their interest in assuming the responsibilities of the unqualified bidder, without prejudice to the possible application of penalties provided for in this tender protocol and in the applicable legislation.

**8.82** If none of the bidders in the consortium assumes the responsibilities of the non-qualified bidder, the procedure set out in item 8.80 will be adopted.

#### **Subsection VIII.8.3 - Enforcement of the bid guarantee**

**8.83** In the event that the winning bidder in the public session or the bidder that expresses an interest in honoring the winning bid does not obtain the necessary qualification to sign the agreement for the block that is the object of the bid, the bid guarantee shall be forfeited pursuant to Subsection VI.6, without prejudice to the possible application of the penalties provided for in Section XI and the applicable legislation.

## **SECTION IX - AWARD OF THE AGREEMENT AND APPROVAL OF THE TENDER**

**9.1** For each cycle of the Open Acreage of Concession, CEL will draw up a detailed report on the bidding procedure, in which it will propose awarding the object of the bid to the winning bidders of the cycle, observing the criteria for judging offers and qualifications, indicating the result of the bidding procedure.

**9.2** The detailed report of the tendering procedure will include:

- a) all the offers presented;
- b) the blocks awarded and the winning bidders at the public bidding session;
- c) the result of the qualification stage;
- d) the winning bidders;
- e) the disqualified bidders;
- f) the invalidated bids and their respective reasons, proposing the execution of the bid guarantee, where applicable; and
- g) other relevant information

**9.3** ANP's Board of Directors will analyze the report of the bidding procedure and decide on the award of the object of the bid to the winning bidders of the bidding cycle and the approval of the bidding cycle, which may take place in stages.

**9.4** ANP's Board of Directors will call the winning bidders of the bidding cycle to sign the concession agreements, under the terms of Section X.

**9.5** The result of the bidding procedure will be published in the Official Gazette, on the website <https://www.gov.br/anp/pt-br/rodadas-anp> and, at ANP's discretion, in widely circulated newspapers.

## **SECTION X - SIGNING OF THE CONCESSION AGREEMENT**

### **Subsection X.1 - General provisions**

**10.1** The winning bidders of the bidding cycle called pursuant to Section IX, or the affiliates indicated by them, shall enter into concession agreements with ANP for the exploration or rehabilitation and production of oil and natural gas.

**10.2** In order to sign the concession agreements, the bidders or the affiliates they appoint must present documents and guarantees, as well as proof of payment of the signature bonus, as provided for in this Section, within the deadlines set by CEL for the Open Acreage of Concession cycle.

**10.3** The numbers of the concession agreements for requesting the documents provided for in this Section on SEI will be sent by ANP by electronic message to the accredited representatives of the bidders.

**10.4** A concession agreement will be signed for each block awarded. ANP will publish extracts of the concession agreements signed in DOU.

**10.5** At ANP's discretion, concession agreements may be signed in handwritten or digital form, by means of a signature with an ICP-Brasil standard digital certificate, or by means of an electronic password issued for the Electronic Information System - SEI, and must comply with the instructions contained in the documents "SEI External User Manual" and "Manual for Petitioning Documents in SEI for ANP Bidding Rounds", available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>,

**10.6** ANP will send guidelines to the accredited representatives of the winning bidders and signatories of the concession agreements regarding the form and manner in which the concession agreements will be signed, in advance of the deadline for signing the agreements defined in the schedule by CEL for each cycle of the Open Acreage of Concession

### **Subsection X.2 - Documents for signing concession agreements**

**10.7** The documents for signing concession agreements must be submitted for each agreement to be signed.

**10.8** Table 28 of ANNEX XXX, presented at the end of this section, consolidates the list of documents required to sign the concession agreements.

### **Subsection X.2.1 - Signatory information**

**10.9** The winning bidder must submit the information of the signatory of the concession agreement, according to the model in ANNEX XXIV.

**10.9.1** The winning bidder may delegate the signing of the concession agreement to an affiliate that has its headquarters and administration in Brazil, and must indicate this affiliate when submitting the document provided for in item 10.9.

**10.10** The representatives appointed to sign the concession agreement must have been appointed as accredited representatives by means of the power of attorney (ANNEX VI), pursuant to Subsection IV.3.2.

**10.11** It will not be possible to change the representatives appointed to sign the concession agreement in the 10 (ten) working days prior to the deadline for signing the concession agreements, according to the date defined in the cycle schedule, except in exceptional situations and upon reasoned request.

### **Subsection X.2.2 - Financial guarantees of the Minimum Exploratory Program or Initial Work Program**

#### **Subsection X.2.2.1 - Value of the financial guarantees for the Minimum Exploratory Program (EMP) and the Initial Work Program (IWP)**

**10.12** The total value of the guarantees presented to back up compliance with the Minimum Exploration Program (PEM) will correspond to 30% (thirty percent) of the number of Work Units (WUs) offered for the exploration block covered by the concession agreement, multiplied by the monetary value, in reais (R\$), of the WU for each block, as per ANNEX XVI.

**10.13** The estimated monetary value of the PEM submitted by the winning bidder will be automatically monetarily adjusted on January 1st of each calendar year by the variation in the General Price Index - Internal Availability (IGP-DI) from the date the concession agreement is signed.

**10.14** The total value of the guarantees presented to back up compliance with the Initial Work Program (IWP) must be equal to 30% (thirty percent) of the estimated minimum work investments for each area, as per Table 13 in ANNEX I.

**10.15** The estimated monetary value of the PTI for the area with marginal accumulations awarded by the winning bidder will be automatically monetarily adjusted on January 1st of each calendar year, by the variation in the General Price Index - Internal Availability (IGP-DI) from the date the concession agreement is signed.

**10.16** In the specific case of a letter of credit issued abroad, the value of the equivalent financial guarantee in US dollars must be obtained by converting it at the official exchange rate (BACEN/PTAX purchase) of the business day immediately preceding its issue, published by the Central Bank of Brazil.

**10.17** PTI activities must be limited exclusively to the interior of the area with marginal accumulation and include re-entry, the Long Duration Test (LDT), the formation test (FT) and seismic re-interpretation.

**10.18** Re-entry must involve activities carried out on wells with the aim of re-establishing their operational conditions for production or injection.

**10.19** The purpose of the TLD should be to obtain data and information to get to know the reservoirs, with a total flow time of more than 72 (seventy-two) hours.

**10.20** The purpose of the TF should be to obtain data and information to understand the reservoirs, with a total flow time of up to 72 (seventy-two) hours.

**10.21** Seismic reinterpretation should consolidate geological knowledge of the area, identifying the stratigraphic zones, reservoirs, and structures with the greatest potential for oil or gas accumulation.

#### **Subsection X.2.2.2 - Duration of the financial guarantees for the Minimum Exploratory Program (EMP) and the Initial Work Program (IWP)**

**10.22** The term of the financial guarantees presented in the form of letters of credit and insurance guarantees must comply with the schedule published by CEL for the Open Acreage of Concession cycle, and must begin on the first working day of the month scheduled for signing the concession agreements and end 180 (one hundred and eighty) days after the last day of the Exploration Phase or Rehabilitation Phase, as the case may be.

**10.23** For each cycle of the Open Acreage of Concession, ANP will publish the period of validity of the financial guarantees in these modalities on the website <https://www.gov.br/anp/pt-br/rodadas-anp>, as well as informing each winning bidder individually, or the affiliate indicated by it to enter into the concession agreement, by means of an electronic message to the accredited representatives appointed in the power of attorney by each bidder.

**10.24** If the date on which the concession agreements are signed is extended, the new start and end dates for the financial guarantees will be posted on the <https://www.gov.br/anp/pt-br/rodadas-anp> website.

### **Subsection X.2.2.3 - Types of financial guarantees for the Minimum Exploratory Program (EMP) and Initial Work Program (IWP)**

**10.25** The winning bidder must submit a financial guarantee to back up compliance with the Minimum Exploratory Program (PEM) offered or the Initial Work Program (PTI) in one of the following ways, observing the models in the annexes:

- a)** letter of credit issued in Brazil - model in ANNEX XXV (Part 1);
- b)** letter of credit issued abroad - model in ANNEX XXV (Part 2);
- c)** guarantee insurance - model in ANNEX XXVI;
- d)** security deposit - model in ANNEX XV; and
- e)** oil and natural gas pledge agreement - model in ANNEX XXVII.

**10.26** The financial guarantees provided for in (a), (b), (c) and (d) shall comply with the provisions of Subsection VI.5, with the exception of the models.

**10.27** The financial guarantee provided for in (e) will be subject to prior approval by ANP, and must comply with the following provisions:

- h)** Pledge agreements will be accepted for oil and natural gas produced in the national territory, in fields where the first oil was extracted at least two (2) years ago, where production continues during this period and which have proven reserves that support the committed production curve.
- i)** For the purposes of calculating the total amount committed, only fields whose average net operating revenue adjusted to the calculation base, per barrel, for the four quarters prior to the quarter of the agreement signing date is positive will be accepted.
- j)** The net operating revenue adjusted to the calculation base will be calculated in accordance with the provisions and definitions laid down for filling in the Special Participation Calculation Statement (DAPE), pursuant to articles 25 and 26 of Decree No. 2.705/1998 and ANP Resolution No. 870/2022.
- k)** The maximum commitment limit accepted by ANP for pledge agreements, including agreement in force, will be 50% (fifty percent) of the concessionaire's total annual production of oil and natural gas in Brazil, measured by the average of the last 12 (twelve) months of the figures in the Oil and Natural Gas Production Bulletin. In order to be accepted as a guarantee for the minimum exploratory program, the oil and natural gas pledge agreement must be signed by the parties and registered with the

Real Estate Registry Offices of the districts where the fields whose oil and natural gas will be the object of the pledge are located.

- I) ANP will periodically review the total value of the pledge offered as collateral, as provided for in the oil and natural gas pledge agreement and in the applicable legislation.

#### **Subsection X.2.2.4 - Presentation of the financial guarantees for the minimum exploratory program (PEM) and the initial work program (PTI)**

**10.28** When the winning bid is submitted by a consortium, the amount of EMP/ITP to be guaranteed may be subdivided among the consortium members or paid in full by any member on behalf of the consortium.

**10.28.1** In the case of a consortium, the financial guarantees submitted must be accompanied by a letter signed by all the consortium members, in accordance with ANNEX XXVIII, expressing full awareness of the concession agreement and that the obligations of the Minimum Exploratory Program or the Initial Work Program are indivisible, with each consortium member jointly and severally liable for compensation in the event of non-compliance.

**10.29** Financial guarantees may be submitted in physical format or issued digitally and signed using an ICP-Brasil digital certificate and sent to the email address [garantias.rodadas@anp.gov.br](mailto:garantias.rodadas@anp.gov.br).

**10.29.1** As set out in Section III of this tender protocol, without prejudice to the digital or scanned file being requested through SEI, the originals of the financial guarantees must be sent to ANP's Central Office, or delivered to its protocol service, to the attention of the Superintendence of Bid Promotion (SPL), respecting the deadlines set by CEL for delivery of the documents for signing the concession agreements for each cycle of the Open Acreage of Concession.

#### **Subsection X.2.3 - Signature bonus**

**10.30** The winning bidder must present the receipt for payment of the signature bonus, accompanied by a document detailing the identification of the exploration block or area with marginal accumulations to which the payment refers.

**10.31** In the case of a consortium, payment may be subdivided among the consortium

members or made in full by any member on behalf of the consortium, and a single GRU must be issued per company.

**10.32** In the cases provided for in Subsection X.3, the payment of the signature bonus must be made by the Brazilian affiliate company appointed to sign the concession agreement.

**10.33** Payment after the deadline established in the schedule published by CEL for each cycle of the Open Acreage of Concession will result in an increase of 10% (ten percent) on the amount offered for the signature bonus, as well as default interest of 1% (one percent) per month until the date of actual payment.

**10.34** The bidder must request the calculation of the amount due by emailing [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br) and informing the date on which it intends to make the payment. In this case, the winning bidder must send a copy of the receipt for payment of the signing bonus, plus late payment interest, no later than three (3) working days before the date set for signing the concession agreements.

#### **Subsection X.2.3.1 - Payment instructions**

**10.35** Payment of the signing bonus must be made by means of a Federal Collection Form (GRU), which must follow these instructions:

- a) GRU Simples, the instructions for this modality will be made available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.
- b) Via the Brazilian Payment System (SPB), in which case the following instructions must be observed:

The financial institution holding the winning bidder's account must send the National Treasury the Brazilian Payment System (SPB) message, called TES0034, in accordance with the following instructions:

- Person Type: J (legal entity);
- CNPJ: 14-digit CNPJ of the winning bidder, with consistent check digits;
- Name: name of the winning bidder;
- TES Collection Code: 10178 (5 positions);
- Management Unit Code: 32303132205 (11 positions);
- GRU Reference Number: do not fill in;
- Year Month Competence: YYYY/MM (Year and month limit for bonus payment);
- Due Date: DD/MM/YYYY (bonus payment deadline);
- Principal amount: enter the amount to be paid, in reais, with cents;
- Posting amount: enter the amount to be paid, in reais, with cents. The posting (payment) amount will only be higher than the principal if there is a 10% (ten percent) surcharge and interest on arrears. In this case, the posting amount must be the sum of the principal amount + increase + interest on arrears.

#### **Subsection X.2.4 - Consortium agreement**

**10.36** The winning bidders in the cycle bidding who submitted a bid in a consortium must present the consortium's constitutive instrument filed with the competent Board of Trade, signed by the consortium members.

**10.37** The consortium agreement must indicate the lead bidder, responsible for the consortium and for conducting operations, without prejudice to joint and several liability in accordance with the provisions of Article 38 of Law No. 9.478/1997.

**10.38** The consortium member as Operator must have a minimum stake of 30% (thirty percent) in the consortium and the other consortium members must have a minimum stake of 5% (five percent), as established in Subsection VII.3.1.

#### **Subsection X.2.5 - Performance guarantee**

**10.39** The performance guarantee is the document through which a controlling legal entity (direct or indirect) or parent company, fully guarantees the contractual obligations assumed by the signatory, a member of its corporate group, under the terms of the model in ANNEX XXIX.

**10.40** The performance guarantee will be required from the signatories of the concession agreements, exclusively as operator, when the winning bidder or the affiliate appointed to sign the agreement has been technically qualified by the experience of its corporate group.

**10.41** As set out in Section III of this tender protocol, without prejudice to sending the digital file via SEI, the original of the performance guarantee must be sent to ANP's Central Office, or delivered to its protocol service, to the attention of the Superintendence of Bid Promotion (SPL), respecting the deadlines established by CEL for each cycle of the Open Acreage of Concession.

**10.42** The performance guarantee must be accompanied:

- a) corporate documents of the legal entity that will provide the guarantee, listed in Subsection IV.3.1, noting that the document provided for in item 4.18 (d) must be signed by its legal representative, with powers to do so; and
- b) organizational chart explaining the relationship between the legal entity that will provide the performance guarantee and the signatory of the agreement, under the terms of Subsection IV.3.3

### **Subsection X.2.6 - Corporate documents**

**10.43** The winning bidder must submit the corporate documents mentioned in points (a), (b) and (c) of item 4.18 that have changed since their most recent submission to ANP.

**10.44** The corporate purpose of the winning bidder, as stated in its articles of incorporation, must be appropriate to the subject of the bid.

### **Subsection X.2.7 - Proof of tax and labor compliance**

**10.45** The winning bidder must maintain its tax and labor compliance in order to sign the concession agreement.

**10.46** To this end, the certificates provided for in item 8.14, which have expired, will be obtained by ANP for a new analysis, through access to the databases of the public bodies responsible for issuing them.<sup>5</sup>

**10.47** The existence of a bidder's record as a debtor constitutes an impediment to signing the concession agreement, unless the registered bidder proves that:

- a) has filed a lawsuit to dispute the nature of the obligation, or its value, and has offered sufficient security to the court, in accordance with the law; or
- b) the enforceability of the credit being registered is suspended.

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<sup>5</sup> Prior to the expiry of the deadline for submitting the documents for the concession contract, established by the CEL for each cycle, bidders must remedy any outstanding issues attributable to them in issuing the documents.

### **Subsection X.3 - Signing of the concession agreement by affiliate**

**10.48** The winning bidder may delegate the signing of the concession agreement to an affiliate with headquarters and administration in Brazil, and must submit a document in accordance with the model in Annex XXIV of the tender protocol.

**10.49** For the purposes of signing the concession agreement, an affiliate is understood to be a legal entity that carries out a business activity and is linked to the winning bidder as a subsidiary, parent company or through a direct or indirect common control relationship.

**10.50** The winning foreign bidder or FIP that does not have an affiliate established in Brazil must set up a Brazilian legal entity with headquarters and administration in the country to act as concessionaire.

**10.51** In the case of a consortium, the participation of the nominated affiliate will be identical to the participation of the winning bidder that nominated it, as defined in the standard bidding envelope.

**10.52** The affiliate that receives the delegation must submit documents to sign the concession agreement, as set out in Subsections X.2.2, X.2.3, X.2.6 and, if applicable, X.2.4 and X.2.5, and obtain economic-financial, legal and technical qualifications, the latter when necessary, observing the level required to sign the agreement, in addition to proving its tax and labor compliance.

#### **Subsection X.3.1 - Qualification of affiliate appointed to sign the concession agreement**

**10.53** The affiliate appointed to sign the concession agreement must submit the following documents for economic and financial and legal qualification and proof of tax and labor compliance, within the period established by CEL for each cycle of the Open Acreage of Concession, as provided for in Section III.

- a) corporate documents of the signatory, pursuant to Subsection IV.3.1;
- b) power of attorney to appoint accredited representatives, pursuant to Subsection IV.3.2;
- c) organizational chart explaining the relationship between the winning bidder and the signatory, pursuant to Subsection IV.3.3;
- d) declaration of absence of impediments to signing the concession agreement, under the terms of item 8.13 (b);
- e) declaration on relevant legal or judicial pending matters, pursuant to item 8.13 (c);

- f) complete financial statements and independent auditor's opinion, pursuant to item 8.60.

**10.54** The affiliate's tax and labor compliance will be verified by analyzing the documents listed in item 8.14, which will be obtained by ANP through access to the databases of the public bodies responsible for issuing them.<sup>6</sup>

**10.55** The affiliate appointed to sign the concession agreement may choose to be technically qualified, under the terms of Subsection VIII.3, or take advantage of the experience of its corporate group, using the technical qualification of the winning bidder.

**10.56** The qualification of the affiliate will be carried out by ANP and validated by CEL under the terms of Subsections VIII.6 and VIII.7

**10.57** If the appointed affiliate does not obtain the minimum qualification required to sign the agreement or does not provide proof of tax and labor compliance, the procedure set out in Subsection X.4 will be adopted.

#### **Subsection X.4 - Procedure for failure to sign the concession agreement**

##### **Subsection X.4.1 - Non-signature by single winning bidder**

**10.58** If the bidder has won the bidding process alone and does not sign the concession agreement by the date established and published by CEL for each cycle of the Open Acreage of Concession, the procedure set out in this item will be adopted

- a) the remaining bidders who submitted a valid bid for the same block will be called by CEL, by means of a single call, to express their interest in honoring the winning bid.
- b) the remaining bidders who express an interest under the terms of point (a) must, within the period established in the call, submit qualification documents if they have not already been qualified to the minimum level required for the block being offered.
- c) The preference criterion for signing the agreement will be the ranking order set out in

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<sup>6</sup> Prior to the expiry of the deadline for submitting the qualifying documents set by the CEL for each cycle, affiliates must resolve any outstanding issues attributable to them in order to issue the documents.

Subsection VII.4.

- d) For blocks in which there are no remaining bidders interested in honoring the winning bid, CEL will declare the bidding closed.

#### **Subsection X.4.2 - Non-signature by a bidder belonging to a consortium**

**10.59** For bids submitted in a consortium, if a winning bidder fails to conclude the agreement within the timeframe established in the bidding schedule, the other consortium members will be called by CEL to express their interest in assuming the responsibilities of the disqualified or withdrawing bidder, without prejudice to the application of the penalties provided for in the tender protocol and applicable legislation.

**10.60** To this end, the bidding consortium must have at least one consortium member qualified to the minimum level required for the sector in which the block being bid on is located, who will act as operator of the agreement. If necessary, the other members of the consortium will be called upon to submit new qualification documentation in order to take over the operation of the consortium.

**10.61** If none of the bidders in the consortium assumes the responsibilities of the disqualified or withdrawn bidder, the procedure set out in item 10.58 will be adopted.

**10.62** Under no circumstances will a new member be allowed to join the winning consortium before the concession agreement is signed.

#### **Subsection X.4.3 - Enforcement of the bid guarantee and other penalties**

**10.63** In the event that the successful bidder or the bidder expressing an interest in honoring the winning bid does not conclude the agreement, the bid security shall be forfeited pursuant to Subsection VI.6.

**10.64** In the event of the agreement not being signed, if the signature bonus has already been paid, the corresponding amount will be returned by ANP, after deducting the amounts due for the penalties provided for in Section XI and the applicable legislation.

## SECTION XI - PENALTIES

### Subsection XI.1 - General Provisions

**11.1** Without prejudice to the disqualification of the bidder in the cases provided for in item 1.41 and the forfeiture of the bid guarantee, in the event of non-compliance with the obligations established in this tender protocol or in applicable legal provisions, the bidder, through an administrative process in which the adversarial process and a full defense are ensured, will be subject to the following penalties:

- a) fine;
- b) temporary suspension of the right to participate in future bids and to contract with ANP for a maximum period of 5 (five) years, which may be extended to the corporate group of the offender;
- c) declaration of ineligibility to bid or contract with the Public Administration for the duration of the reasons determining the punishment or until its rehabilitation is promoted before ANP, which will be granted if the offender makes compensation for the losses resulting from the infraction, and after the period of the sanction applied on the basis of the previous paragraph has elapsed.

**11.2** The penalties of temporary suspension of the right to take part in future tenders and a declaration of disqualification will be graduated according to the seriousness of the infraction, the advantage gained by the offender and its antecedents.

**11.3** The penalties contained in this section do not apply to bidders disqualified solely on the basis of the hypothesis provided for in paragraphs (a) and (i) of item 1.41, which has the consequence of forfeiting the bid guarantee, pursuant to Subsection VI.6.

### Subsection XI.2 - Fine

**11.4** A fine of 10% (ten percent) will be imposed on the sum of the signature bonus offered and the monetary value corresponding to the minimum exploratory program offered, in the case of exploratory blocks, or on the sum of the signature bonus offered and the monetary value corresponding to the initial work program defined in ANNEX I, in the case of areas with marginal accumulations, monetarily updated at:

- e) the winning bidder in the public session of the Open Acreage of Concession cycle that is not qualified or does not maintain the qualification conditions until the concession agreement is signed;

- f) remaining bidder that expresses interest in honoring the winning bid of the public session of the Open Acreage of Concession cycle and is not qualified or does not maintain the qualification conditions until the concession agreement is signed.

**11.5** A fine of 20% (twenty percent) of the sum of the signature bonus offered and the monetary value corresponding to the minimum exploratory program offered will be applied, in the case of blocks with exploratory risk, or on the sum of the signature bonus offered and the monetary value corresponding to the initial work program defined in ANNEX I, in the case of areas with marginal accumulations, monetarily updated at:

- g) the winning bidder in the Open Acreage of Concession cycle that does not sign the concession agreement by the date set by CEL;
- h) the remaining bidder that expresses an interest in honoring the offer of the winning bidder of the Open Acreage of Concession cycle and does not sign the concession agreement by the date set by CEL.

**11.6** In the case of a consortium, the amount of the fine will be proportional to the participation of the bidders in the consortium. When the other consortium members assume the responsibilities of the disqualified or withdrawn bidder, under the terms of Subsection X.4., the fine will be applied only to the latter in proportion to their participation.

### **Subsection XI.3 - Temporary suspension**

**11.7** Temporary suspension of the right to participate in future tenders and to contract with ANP will be applied, without prejudice to other penalties, if the offender:

- i) is summoned and does not sign the agreement by the date set by ANP;
- j) performs acts that delay the execution of the object of this bid;
- k) commits willful misconduct to the detriment of the objectives of this tender;
- l) presents formal or materially false documentation;
- m) commits, during this bidding process, an act harmful to the national or foreign Public Administration as provided for in Law No. 12.846/2013;
- n) behaves improperly during the bidding process.

### **Subsection XI.4 - Declaration of unfitness**

**11.8** The penalty of being declared ineligible will be applied, cumulatively with the temporary

suspension of the right to participate in future bids and to contract with ANP, without prejudice to the imposition of a fine, if the offender engages in the conduct provided for in subparagraphs (c), (d), (e) and (f) of item 11.7.

## SECTION XII - CLARIFICATIONS, INFORMATION AND OBJECTIONS

### Subsection XII.1 - Clarifications and Information

**12.1** Requests for clarification and information on the provisions of this tender protocol, its annexes and the bidding procedures must be made in writing in Portuguese, and addressed to the channels listed below, no later than 15 (fifteen) days before the public session for the presentation of bids. After this deadline, requests for clarification will be considered untimely and ANP will not be obliged to respond to them.

Mail	Open Acreage of Concession National Agency for Petroleum, Natural Gas and Biofuels Tender Promotion Superintendence Avenida Rio Branco, n.º 65, 19º andar, Centro Rio de Janeiro - RJ, Brazil, CEP 20090-004
Electronic mail	edital_OPC@anp.gov.br
Fax	(21) 2112-8539 (from Brazil) +55-21-2112-8539 (from abroad)

**12.2** If there are no requests for clarification, it will be assumed that the information and elements contained in this tender protocol, its annexes and the technical data package are sufficient to allow the preparation of the offers, as well as the documents for qualification and for signing the concession agreement, which is why no further questions or challenges will be allowed.

**12.3** CEL may issue clarification notes, with binding power, in order to provide clarifications, interpretations and additional information on this tender protocol.

**12.4** CEL's clarification notes, the information on the tender and the clarifications provided by ANP will be made available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

**12.5** Amendments to this tender protocol that imply changes to the conditions required to formulate offers, to qualify or to sign the concession agreement will result in the republication of this tender protocol, altering the published timetable, if necessary.

### Subsection XII.2 - Challenges to the Tender Protocol

**12.6** Any person, natural or legal, may challenge this tender protocol within 10 (ten) working

days of its publication.

**12.7** The challenge shall be addressed to ANP's Board of Directors, which may grant suspensive effect by means of a reasoned decision.

**12.8** ANP's Collegiate Board will decide on the objection within 30 (thirty) working days of receiving it, at least 5 (five) working days prior to a public session for the presentation of offers.

**12.9** If the challenge is upheld, the tender protocol will be republished.

**12.10** Any bidder who fails to object to the terms of this tender protocol within the time limit shall forfeit its right to do so, which shall imply that it is fully aware of and unconditionally accepts its terms, thus barring any subsequent allegations of ignorance or disagreement with its clauses and conditions, as well as with the applicable regulations.

## SECTION XIII - ADMINISTRATIVE APPEALS

**13.1** Administrative appeals may be lodged against decisions taken by ANP and the Special Bidding Committee within five (5) working days of the date of publication of the contested act in the Official Gazette.

**13.2** Alternatively, to the method established in Section III (electronic petition through SEI), the interested party's appeal, addressed to CEL, may be formulated in writing, and accompanied by documents proving the alleged reasons, in which case it must be filed with ANP.

**13.3** The authority that issued the decision may grant suspensive effect to the appeal by means of a reasoned decision.

**13.4** Notice of the appeal will be published in the DOU.

**13.5** Other interested parties may submit counter-appeals within 5 (five) working days of the publication of the notice of appeal.

**13.6** Once the time limit for filing a counter-appeal has elapsed, the authority that issued the decision will examine the appeal within two (2) working days.

**13.7** If the decision is not reconsidered, the appeal will be forwarded to ANP's Board of Directors for information and judgment.

**13.8** The appellant may withdraw his appeal at any time.

## **SECTION XIV - ANP'S RIGHTS AND PREROGATIVES, FORUM AND OMITTED CASES**

### **Subsection XIV.1 - Revocation, suspension, and annulment of the tender protocol**

**14.1** ANP's Board of Directors is responsible for:

- a) annul the bidding process, ex officio or at the instigation of third parties, when it is found to be unlawful, by means of a written and duly justified opinion, informing the bidders;
- b) revoke the bidding process, in whole or in part, at any time, for reasons of public interest arising from a supervening fact, duly justified; and
- c) suspend the bidding process by court order due to the granting of injunctions or precautionary measures filed by interested parties or third parties, as well as for reasons of public interest, duly substantiated.

**14.2** If the bidding process is suspended by court order due to the granting of injunctions or restraining orders filed by interested parties or third parties, ANP may resume it as soon as its effects cease.

**14.2.1** When resuming the bidding procedure, CEL will set new dates for the stages of the bidding procedure not yet carried out.

**14.3** The acts of the bidding procedure that present remediable defects and do not cause damage to the public interest or harm to third parties may be validated.

### **Subsection XIV.2 - Review of deadlines and procedures**

**14.4** ANP reserves the right to unilaterally revise the deadlines and procedures relating to the Open Acreage of Concession, giving due publicity.

### **Subsection XIV.3 - Forum**

**14.5** The Federal Court, Judicial Section of Rio de Janeiro, shall have jurisdiction to settle any disputes relating to the invitation to tender and the bidding procedure, to the exclusion of any other, however privileged.

#### **Subsection XIV.4 - Omitted cases**

**14.6** Omissions related to the Open Acreage of Concession will be analyzed and decided by CEL, without prejudice to any administrative appeal that will be processed in accordance with Section XIII.

## **ANNEX I - DETAILS OF EXPLORATION BLOCKS AND AREAS WITH MARGINAL ACCUMULATIONS ON OFFER**

### **ANNEX I - Part 1 - Technical and economic information on the exploration blocks on offer**

This annex contains the main information on the exploration blocks available in the Open Acreage of Concession:

- **Table 10: Information on the exploration blocks in the Open Acreage of Concession, with the following columns:**
  - a) Basin
  - b) Block
  - c) Block Area (in Km<sup>2</sup>)
  - d) Sector
  - e) Operating Environment
  - f) Exploratory Model
  - g) Minimum Operator Qualification
  - h) Minimum Net Worth - PLM (in R\$)
  - i) Offer Guarantee (in R\$)
  - j) Minimum Subscription Bonus (in R\$)
  - k) Minimum Exploratory Program - MEP (in TUs)
  - l) Value of the TU (in R\$)
  - m) Royalty rate (in %)
  - n) Unit Value Payment for occupation or retention of area (in R\$/Km<sup>2</sup>/Year)
  - o) Payment to Landowners (%)
  - p) Operating phase (in years)
  - q) Validity of the MMA/MME Joint Manifestation
  - r) Block Status: availability for offer

- **Table 11: Minimum percentages of local content**
- **Table 12: Summary of minimum values for Offer Guarantees accompanied by declarations of interest**
- **Coordinates of each exploration block.**

**Table 10 - Breakdown of Exploratory Blocks on Open Acreage of Concession - Technical and Economic Parameters**

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
1	CAMPOS	C-M-13	601,963	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 130.000,00	R\$ 10.100.000,00	90	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
2	CAMPOS	C-M-69	717,675	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 80.000,00	R\$ 6.290.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
3	CAMPOS	C-M-107	503,997	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 80.000,00	R\$ 6.000.000,00	80	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
4	CAMPOS	C-M-109	716,471	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 90.000,00	R\$ 6.550.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
5	CAMPOS	C-M-157	782,952	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 90.000,00	R\$ 6.950.000,00	120	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
6	CAMPOS	C-M-212	714,023	SC-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 70.000,00	R\$ 5.420.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
7	CAMPOS	C-M-279	712,778	SC-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.060.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
8	CAMPOS	C-M-348	711,521	SC-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.010.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
9	CAMPOS	C-M-350	711,521	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.170.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
10	CAMPOS	C-M-415	710,25	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.140.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
11	CAMPOS	C-M-417	710,25	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 2.780.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
12	CAMPOS	C-M-481	708,965	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 2.780.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
13	CAMPOS	C-M-483	708,965	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.510.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
14	CAMPOS	C-M-485	708,965	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.140.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
15	CAMPOS	C-M-549	707,668	SC-AUP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 3.030.000,00	110	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
16	CEARÁ	CE-M-745	927,342	SCE-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 120.000,00	R\$ 9.100.000,00	140	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	16/01/2030	Available for Offer
17	ESPÍRITO SANTO	ES-M-523	274,168	SES-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 2.840.000,00	40	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
18	ESPÍRITO SANTO	ES-M-526	152,605	SES-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 30.000,00	R\$ 2.310.000,00	30	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
19	ESPÍRITO SANTO	ES-M-588	825,191	SES-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 140.000,00	R\$ 11.030.000,00	120	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
20	ESPÍRITO SANTO	ES-M-661	229,646	SES-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 2.730.000,00	40	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
21	ESPÍRITO SANTO	ES-M-663	721,205	SES-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 120.000,00	R\$ 9.630.000,00	110	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
22	ESPÍRITO SANTO	ES-M-737	720,042	SES-AP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.750.000,00	110	R\$ 283.200,00	5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
23	ESPÍRITO SANTO	ES-M-745	540,034	SES-AUP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 30.000,00	R\$ 2.390.000,00	80	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
24	ESPÍRITO SANTO	ES-M-789	718,863	SES-AP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.350.000,00	110	R\$ 283.200,00	5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
25	ESPÍRITO SANTO	ES-M-791	717,437	SES-AP2	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.310.000,00	110	R\$ 283.200,00	5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
26	ESPÍRITO SANTO	ES-M-793	539,149	SES-AUP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 30.000,00	R\$ 2.390.000,00	80	R\$ 283.200,00	7,5%	R\$ 187,50	Not applicable	7 Years	14/01/2030	Available for Offer
27	PARECIS	PRC-T-54	5651,822	SPRC-O	ONSHORE	EXPLORATION FRONTIER	OPERATOR C	R\$ 10.700.000,00	R\$ 10.000,00	R\$ 50.000,00	2270	R\$ 10.700,00	5%	R\$ 75,00	0,50%	6 Years	30/12/2027	Available for Offer
28	SANTOS	S-M-104	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 680.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
29	SANTOS	S-M-105	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 710.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
30	SANTOS	S-M-106	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 710.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
31	SANTOS	S-M-107	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 710.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
32	SANTOS	S-M-108	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 710.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
33	SANTOS	S-M-109	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 750.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
34	SANTOS	S-M-110	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 970.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
35	SANTOS	S-M-111	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
36	SANTOS	S-M-112	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 940.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
37	SANTOS	S-M-113	176,671	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
38	SANTOS	S-M-130	117,653	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 400.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
39	SANTOS	S-M-131	117,653	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 440.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
40	SANTOS	S-M-132	117,653	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 470.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
41	SANTOS	S-M-133	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 810.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
42	SANTOS	S-M-134	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 730.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
43	SANTOS	S-M-135	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
44	SANTOS	S-M-136	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 730.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
45	SANTOS	S-M-137	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 760.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
46	SANTOS	S-M-138	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 750.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
47	SANTOS	S-M-139	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 840.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
48	SANTOS	S-M-140	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 890.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
49	SANTOS	S-M-141	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.010.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
50	SANTOS	S-M-142	176,507	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 920.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
51	SANTOS	S-M-160	176,341	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 850.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
52	SANTOS	S-M-161	176,341	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 760.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
53	SANTOS	S-M-162	176,341	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.010.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
54	SANTOS	S-M-163	176,341	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 770.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
55	SANTOS	S-M-195	176,175	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 980.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
56	SANTOS	S-M-196	176,175	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
57	SANTOS	S-M-197	176,175	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 980.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
58	SANTOS	S-M-198	176,175	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
59	SANTOS	S-M-228	176,008	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.070.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
60	SANTOS	S-M-229	176,008	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.030.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
61	SANTOS	S-M-230	176,008	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.010.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
62	SANTOS	S-M-231	176,008	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
63	SANTOS	S-M-232	173,411	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 960.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
64	SANTOS	S-M-273	142,347	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 890.000,00	50	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
65	SANTOS	S-M-274	84,353	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 460.000,00	30	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
66	SANTOS	S-M-275	52,527	SS-AR1	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 280.000,00	20	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
67	SANTOS	S-M-404A	465,479	SS-AR2	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 100.000,00	R\$ 7.380.000,00	160	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
68	SANTOS	S-M-502	174,987	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.280.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
69	SANTOS	S-M-557	174,814	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.290.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
70	SANTOS	S-M-558	174,814	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.890.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
71	SANTOS	S-M-559	174,814	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.340.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
72	SANTOS	S-M-613	174,64	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.410.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
73	SANTOS	S-M-614	174,64	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.510.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
74	SANTOS	S-M-615	174,564	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.290.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
75	SANTOS	S-M-616	90,443	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 670.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
76	SANTOS	S-M-669	174,465	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.330.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
77	SANTOS	S-M-670	174,465	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
78	SANTOS	S-M-671	158,914	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.700.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
79	SANTOS	S-M-672	71,499	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 530.000,00	30	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
80	SANTOS	S-M-724	174,29	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.240.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
81	SANTOS	S-M-725	174,29	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.380.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
82	SANTOS	S-M-726	174,29	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.890.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
83	SANTOS	S-M-727	174,29	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.890.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
84	SANTOS	S-M-728	170,585	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.850.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
85	SANTOS	S-M-729	59,407	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 600.000,00	20	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
86	SANTOS	S-M-788	166,484	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.770.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
87	SANTOS	S-M-789	48,831	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 310.000,00	20	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
88	SANTOS	S-M-843	173,936	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.240.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
89	SANTOS	S-M-849	159,371	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.290.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
90	SANTOS	S-M-905	173,758	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.090.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
91	SANTOS	S-M-911	173,758	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
92	SANTOS	S-M-974	173,58	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.910.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
93	SANTOS	S-M-975	173,58	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 1.910.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
94	SANTOS	S-M-1037A	102,181	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.210.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
95	SANTOS	S-M-1038	173,688	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 2.030.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
96	SANTOS	S-M-1039	173,4	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 30.000,00	R\$ 2.030.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
97	SANTOS	S-M-1101A	57,757	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 610.000,00	20	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
98	SANTOS	S-M-1102A	98,124	SS-AR3	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.160.000,00	40	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
99	SANTOS	S-M-1158	173,038	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.180.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
100	SANTOS	S-M-1165A	59,99	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 490.000,00	20	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
101	SANTOS	S-M-1221	172,856	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.250.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
102	SANTOS	S-M-1222	172,856	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.140.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
103	SANTOS	S-M-1282	172,673	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.000.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
104	SANTOS	S-M-1283	172,673	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
105	SANTOS	S-M-1284	172,673	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.050.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
106	SANTOS	S-M-1286	172,673	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.140.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
107	SANTOS	S-M-1345	172,49	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
108	SANTOS	S-M-1346	172,49	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 980.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
109	SANTOS	S-M-1347	172,49	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 990.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
110	SANTOS	S-M-1408	172,305	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 960.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
111	SANTOS	S-M-1409	172,305	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
112	SANTOS	S-M-1410	172,305	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.260.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
113	SANTOS	S-M-1470	172,12	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 980.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
114	SANTOS	S-M-1471	172,12	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
115	SANTOS	S-M-1472	172,12	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
116	SANTOS	S-M-1473	172,12	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
117	SANTOS	S-M-1530	171,934	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 960.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
118	SANTOS	S-M-1531	171,934	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.260.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
119	SANTOS	S-M-1532	171,934	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.050.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
120	SANTOS	S-M-1533	171,934	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.250.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
121	SANTOS	S-M-1534	171,934	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.050.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
122	SANTOS	S-M-1590	171,747	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 920.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
123	SANTOS	S-M-1591	171,747	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 990.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
124	SANTOS	S-M-1592	171,747	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.020.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
125	SANTOS	S-M-1593	171,747	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.040.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
126	SANTOS	S-M-1594	171,747	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.200.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
127	SANTOS	S-M-1645	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
128	SANTOS	S-M-1646	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 900.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
129	SANTOS	S-M-1647	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 950.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
130	SANTOS	S-M-1648	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 970.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
131	SANTOS	S-M-1649	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.220.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
132	SANTOS	S-M-1650	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.170.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
133	SANTOS	S-M-1651	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.300.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
134	SANTOS	S-M-1652	171,559	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 1.200.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
135	SANTOS	S-M-1701	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 870.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
136	SANTOS	S-M-1702	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 900.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
137	SANTOS	S-M-1703	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 900.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
138	SANTOS	S-M-1704	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 920.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
139	SANTOS	S-M-1705	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 920.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
140	SANTOS	S-M-1706	171,371	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 900.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
141	SANTOS	S-M-1754	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 840.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
142	SANTOS	S-M-1755	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 840.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
143	SANTOS	S-M-1756	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 860.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
144	SANTOS	S-M-1757	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
145	SANTOS	S-M-1758	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 900.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
146	SANTOS	S-M-1759	171,181	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 970.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
147	SANTOS	S-M-1807	170,991	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
148	SANTOS	S-M-1808	170,991	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
149	SANTOS	S-M-1809	170,991	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
150	SANTOS	S-M-1810	170,991	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
151	SANTOS	S-M-1854	170,8	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
152	SANTOS	S-M-1855	170,8	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
153	SANTOS	S-M-1856	170,8	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
154	SANTOS	S-M-1857	170,8	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
155	SANTOS	S-M-1901	170,608	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 10.000,00	R\$ 610.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
156	SANTOS	S-M-1902	170,608	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
157	SANTOS	S-M-1903	170,608	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 830.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
158	SANTOS	S-M-1904	170,608	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 840.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
159	SANTOS	S-M-1905	170,608	SS-AR4	SHALLOW WATERS	EXPLORATION FRONTIER	OPERATOR B	R\$ 122.600.000,00	R\$ 20.000,00	R\$ 840.000,00	60	R\$ 122.600,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
160	SANTOS	S-M-164	631,956	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 140.000,00	R\$ 11.080.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
161	SANTOS	S-M-166	474,067	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 90.000,00	R\$ 6.510.000,00	70	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
162	SANTOS	S-M-168	315,651	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 80.000,00	R\$ 6.290.000,00	50	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
163	SANTOS	S-M-170	176,464	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 40.000,00	R\$ 2.520.000,00	30	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
164	SANTOS	S-M-233	243,189	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 70.000,00	R\$ 4.940.000,00	40	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
165	SANTOS	S-M-235	85,511	SS-AP1	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 20.000,00	R\$ 1.130.000,00	20	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
166	SANTOS	S-M-1103	693,15	SS-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 80.000,00	R\$ 5.950.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
167	SANTOS	S-M-1105	177,696	SS-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 20.000,00	R\$ 1.450.000,00	30	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
168	SANTOS	S-M-1233	272,103	SS-AP3	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 30.000,00	R\$ 2.020.000,00	40	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
169	SANTOS	S-M-1358	365,281	SS-AP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.630.000,00	60	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
170	SANTOS	S-M-1484	536,77	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.250.000,00	80	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
171	SANTOS	S-M-1603	686,612	SS-AP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 90.000,00	R\$ 7.080.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
172	SANTOS	S-M-1605	686,612	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 70.000,00	R\$ 5.480.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
173	SANTOS	S-M-1607	686,612	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 70.000,00	R\$ 5.480.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
174	SANTOS	S-M-1609	636,5	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 70.000,00	R\$ 4.900.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
175	SANTOS	S-M-1613	1357,564	SS-AUP5	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 110.000,00	R\$ 8.550.000,00	200	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
176	SANTOS	S-M-1617	2743,431	SS-AUP5	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 220.000,00	R\$ 17.280.000,00	400	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
																		Available for Offer
177	SANTOS	S-M-1811	683,582	SS-AP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.750.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
178	SANTOS	S-M-1819	683,582	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.410.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
179	SANTOS	S-M-1821	683,582	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.410.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
180	SANTOS	S-M-1823	683,582	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.570.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
181	SANTOS	S-M-1825	683,582	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.380.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
182	SANTOS	S-M-1906	682,047	SS-AP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.280.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
183	SANTOS	S-M-1912	682,047	SS-AP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.280.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
184	SANTOS	S-M-1914	682,047	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.370.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Awarded in the 5th Cycle / Not Available for Offer
185	SANTOS	S-M-1916	682,047	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.370.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer
186	SANTOS	S-M-1918	682,047	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 50.000,00	R\$ 3.370.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

ITEM	SEDIMENTARY BASIN	BLOCK	BLOCK AREA	SECTOR	OPERATING ENVIRONMENT	EXPLORATORY MODEL	MINIMUM OPERATOR QUALIFICATION (1)	PLM (R\$)	GUARANTEE OFFER (R\$)	MINIMUM SUBSCRIPTION BONUS (R\$)	EMP (UT)	UT VALUE (R\$)	ROYALTY RATE	RETENTION RATE (2)	PERCENTAGE FOR PAYMENT TO LANDOWNERS	DURATION EXPLORATION PHASE (3)	VALIDITY JOINT MANIFESTATION MMA/MME (4)	BLOCK STATUS (5)
187	SANTOS	S-M-1920	682,047	SS-AUP4	DEEP OR ULTRADEEP WATERS	EXPLORATION FRONTIER	OPERATOR A	R\$ 283.200.000,00	R\$ 60.000,00	R\$ 4.340.000,00	100	R\$ 283.200,00	10%	R\$ 187,50	Not applicable	7 Years	17/12/2029	Available for Offer

(1) Bidders will be qualified as operators or as non-operators. Those qualified as operators will be classified into the following levels: operator A, to operate in blocks located in deep/ultra-deepwater, shallow water and onshore; operator B, to operate in blocks located in shallow water and onshore; operators C and C+, to operate in blocks located onshore, and operator D, to operate only in onshore areas with marginal accumulations.

(2) Unit values referring to payment for occupation or retention of the area, in reais per km<sup>2</sup>, in January 2024, applicable to the exploration phase. These amounts will be updated by the IGP-DI accumulated up to the signing of the concession agreement under the terms of art. 28, § 4, of Decree 2.705/1998. The amounts established in the concession agreements will be paid and readjusted annually, from the date the concession agreement is signed, by the IGP-DI accumulated over the 12 months preceding the date of each readjustment, as provided for in art. 28, § 6, of Decree No. 2,705/1998. These amounts will be increased by 100% (one hundred percent) in the event of an extension of the exploration phase, when applicable, and for the development stage. For the production phase, they will be increased by 900% (nine hundred percent).

(3) The exploration phase may be extended in accordance with the provisions of the concession agreement.

(4) The "Validity of the MMA/MME Statement" column shows the expiration date of the joint statement for the respective block. As this is a prior environmental opinion, the joint manifestations will be valid for 5 (five) years, as established by MME/MMA Interministerial Ordinances No. 198/2012 and No. 01/2022.

(5) Blocks auctioned in a cycle will only be excluded after the respective contracts have been signed, in accordance with Art. 15, § 1º, I, of ANP Resolution No. 969/2024.

**Chart 11 - Local content commitments to be considered in the exploration phase and in the production development phase**

Location of the area	Exploration phase	Production Development Stage	
Earth blocks	50%	50%	
Blocks at sea	30%	Well construction	30%
		Collection and drainage system	40%
		Stationary Production Unit	25%

**Table 12 - Minimum amounts of Offer Guarantees accompanied by declarations of interest**

Basin	Sector	Minimum Offer Guarantee associated with the declaration of interest
Campos	SC-AP1	R\$ 70.000,00
Campos	SC-AP3	R\$ 40.000,00
Campos	SC-AUP2	R\$ 40.000,00
Ceará	SCE-AP3	R\$ 120.000,00
Espírito Santo	SES-AP1	R\$ 30.000,00
Espírito Santo	SES-AP2	R\$ 50.000,00
Espírito Santo	SES-AUP3	R\$ 30.000,00
Parecis	SPRC-O	R\$ 10.000,00
Santos	SS-AP1	R\$ 20.000,00
Santos	SS-AP3	R\$ 20.000,00
Santos	SS-AP4	R\$ 60.000,00
Santos	SS-AR1	R\$ 10.000,00
Santos	SS-AR2	R\$ 100.000,00
Santos	SS-AR3	R\$ 10.000,00
Santos	SS-AR4	R\$ 10.000,00
Santos	SS-AUP4	R\$ 50.000,00
Santos	SS-AUP5	R\$ 110.000,00

## COORDINATES OF EXPLORATION BLOCKS IN THE OPEN ACREAGE OF CONCESSION

In order to delimit the areas that could be submitted for the Open Acreage of Concession, the Brazilian sedimentary basins were divided into sectors, which in turn were subdivided into exploration blocks.

The maps and coordinates are based on the current official Brazilian Geodetic Reference System, SIRGAS 2000. The coordinates of each exploration block are listed below, in textual form, according to sets of angular coordinates that define their vertices. Each coordinate is listed according to its latitude and longitude, in that order, separated by semicolons. Each coordinate is described in degrees, minutes, and seconds, separated by a colon; and has a precision of three decimal places of a second, separated by a comma, as established by ANP4C Standard.

The boundaries of the exploration blocks that are the subject of this bid, which are adjacent to areas delimited and contracted prior to February 25, 2015, were converted from the former official Brazilian Geodetic Reference System, SAD 69, to the current SIRGAS2000). To ensure greater data accuracy, additional intermediate vertices were created along the edges of these blocks.

The maps and *Shapefile* files containing the list of exploration blocks available for submission of proposals, and whose sectors are subject to declaration of interest, are available on the websites <https://www.gov.br/anp/pt-br/rodadas-anp/oferta-permanente/opc/blocos-exploratorios>.

Additional information on the exploration blocks, such as the names of the sedimentary basins and sectors in which they are located, their respective areas in km<sup>2</sup>, as well as information relevant to the constitution of the proposals, is listed in Table 10 of this Annex.

**Bacia de Campos**

	-21:53:07,500;-38:59:22,500	-21:45:00,000;-39:05:00,000
	-21:52:39,375;-38:59:22,500	-21:45:00,000;-38:45:00,000
	-21:52:39,375;-38:59:41,250	-22:00:00,000;-38:45:00,000
C-M-69	-21:52:20,625;-38:59:41,250	-22:00:00,000;-39:02:30,000
-21:30:00,000;-38:45:00,000	-21:52:20,625;-39:00:00,000	-21:59:50,625;-39:02:30,000
-21:30:00,000;-39:00:00,000	-21:51:52,500;-39:00:00,000	-21:59:50,625;-39:02:11,250
-21:15:00,000;-39:00:00,000	-21:51:52,500;-39:00:18,750	-21:59:13,125;-39:02:11,250
-21:15:00,000;-38:45:00,000	-21:51:24,375;-39:00:18,750	C-M-212
-21:30:00,000;-38:45:00,000	-21:51:24,375;-39:00:37,500	-22:15:00,000;-38:45:00,000
C-M-109	-21:50:56,250;-39:00:37,500	-22:15:00,000;-39:00:00,000
-21:45:00,000;-38:45:00,000	-21:50:56,250;-39:00:56,250	-22:00:00,000;-39:00:00,000
-21:45:00,000;-39:00:00,000	-21:50:37,500;-39:00:56,250	-22:00:00,000;-38:45:00,000
-21:30:00,000;-39:00:00,000	-21:50:37,500;-39:01:15,000	-22:15:00,000;-38:45:00,000
-21:30:00,000;-38:45:00,000	-21:50:09,375;-39:01:15,000	C-M-279
-21:45:00,000;-38:45:00,000	-21:50:09,375;-39:01:33,750	-22:30:00,000;-38:45:00,000
C-M-157	-21:49:41,250;-39:01:33,750	-22:30:00,000;-39:00:00,000
-21:59:13,125;-39:02:11,250	-21:49:41,250;-39:01:52,500	-22:15:00,000;-39:00:00,000
-21:59:13,125;-39:01:52,500	-21:49:13,125;-39:01:52,500	-22:15:00,000;-38:45:00,000
-21:58:45,000;-39:01:52,500	-21:49:13,125;-39:02:11,250	-22:30:00,000;-38:45:00,000
-21:58:45,000;-39:01:33,750	-21:48:54,375;-39:02:11,250	C-M-348
-21:58:07,500;-39:01:33,750	-21:48:54,375;-39:02:30,000	-22:45:00,000;-38:45:00,000
-21:58:07,500;-39:01:15,000	-21:48:26,250;-39:02:30,000	-22:45:00,000;-39:00:00,000
-21:57:39,375;-39:01:15,000	-21:48:26,250;-39:02:48,750	-22:30:00,000;-39:00:00,000
-21:57:39,375;-39:00:56,250	-21:47:58,125;-39:02:48,750	-22:30:00,000;-38:45:00,000
-21:57:01,875;-39:00:56,250	-21:47:58,125;-39:03:07,500	-22:45:00,000;-38:45:00,000
-21:57:01,875;-39:00:37,500	-21:47:30,000;-39:03:07,500	C-M-415
-21:56:33,750;-39:00:37,500	-21:47:30,000;-39:03:26,250	-23:00:00,000;-38:45:00,000
-21:56:33,750;-39:00:18,750	-21:47:01,875;-39:03:26,250	-23:00:00,000;-39:00:00,000
-21:55:56,250;-39:00:18,750	-21:47:01,875;-39:03:45,000	-22:45:00,000;-39:00:00,000
-21:55:56,250;-39:00:00,000	-21:46:43,125;-39:03:45,000	-22:45:00,000;-38:45:00,000
-21:55:28,125;-39:00:00,000	-21:46:43,125;-39:04:03,750	-23:00:00,000;-38:45:00,000
-21:55:28,125;-38:59:41,250	-21:46:15,000;-39:04:03,750	C-M-483
-21:54:50,625;-38:59:41,250	-21:46:15,000;-39:04:22,500	-23:15:00,000;-38:45:00,000
-21:54:50,625;-38:59:22,500	-21:45:46,875;-39:04:22,500	-23:15:00,000;-39:00:00,000
-21:54:22,500;-38:59:22,500	-21:45:46,875;-39:04:41,250	-23:00:00,000;-39:00:00,000
-21:54:22,500;-38:59:03,750	-21:45:18,750;-39:04:41,250	-23:00:00,000;-38:45:00,000
-21:53:07,500;-38:59:03,750	-21:45:18,750;-39:05:00,000	-23:15:00,000;-38:45:00,000

C-M-549	-20:56:33,750;-39:40:18,750	C-M-107
-23:30:00,000;-38:45:00,000	-20:56:15,000;-39:40:18,750	-21:44:03,750;-39:05:56,250
-23:30:00,000;-39:00:00,000	-20:56:15,000;-39:40:37,500	-21:43:45,000;-39:05:56,250
-23:15:00,000;-39:00:00,000	-20:55:46,875;-39:40:37,500	-21:43:45,000;-39:06:15,000
-23:15:00,000;-38:45:00,000	-20:55:46,875;-39:40:56,250	-21:43:16,875;-39:06:15,000
-23:30:00,000;-38:45:00,000	-20:55:18,750;-39:40:56,250	-21:43:16,875;-39:06:33,750
C-M-350	-20:55:18,750;-39:41:15,000	-21:42:48,750;-39:06:33,750
-22:45:00,000;-38:30:00,000	-20:54:50,625;-39:41:15,000	-21:42:48,750;-39:06:52,500
-22:45:00,000;-38:45:00,000	-20:54:50,625;-39:41:33,750	-21:42:20,625;-39:06:52,500
-22:30:00,000;-38:45:00,000	-20:54:22,500;-39:41:33,750	-21:42:20,625;-39:07:11,250
-22:30:00,000;-38:30:00,000	-20:54:22,500;-39:41:52,500	-21:41:52,500;-39:07:11,250
-22:45:00,000;-38:30:00,000	-20:54:03,750;-39:41:52,500	-21:41:52,500;-39:07:30,000
C-M-417	-20:54:03,750;-39:42:11,250	-21:41:24,375;-39:07:30,000
-23:00:00,000;-38:30:00,000	-20:53:35,625;-39:42:11,250	-21:41:24,375;-39:07:48,750
-23:00:00,000;-38:45:00,000	-20:53:35,625;-39:42:30,000	-21:41:05,625;-39:07:48,750
-22:45:00,000;-38:45:00,000	-20:53:07,500;-39:42:30,000	-21:41:05,625;-39:08:07,500
-22:45:00,000;-38:30:00,000	-20:53:07,500;-39:42:48,750	-21:40:37,500;-39:08:07,500
-23:00:00,000;-38:30:00,000	-20:52:39,375;-39:42:48,750	-21:40:37,500;-39:08:26,250
C-M-485	-20:52:39,375;-39:43:07,500	-21:40:09,375;-39:08:26,250
-23:15:00,000;-38:30:00,000	-20:52:20,625;-39:43:07,500	-21:40:09,375;-39:08:45,000
-23:15:00,000;-38:45:00,000	-20:52:20,625;-39:43:26,250	-21:39:50,625;-39:08:45,000
-23:00:00,000;-38:45:00,000	-20:51:52,500;-39:43:26,250	-21:39:50,625;-39:09:03,750
-23:00:00,000;-38:30:00,000	-20:51:52,500;-39:43:45,000	-21:39:22,500;-39:09:03,750
-23:15:00,000;-38:30:00,000	-20:51:24,375;-39:43:45,000	-21:39:22,500;-39:09:22,500
C-M-13	-20:51:24,375;-39:44:03,750	-21:38:54,375;-39:09:22,500
-20:59:13,125;-39:38:07,500	-20:50:56,250;-39:44:03,750	-21:38:54,375;-39:09:41,250
-20:59:13,125;-39:38:26,250	-20:50:56,250;-39:44:22,500	-21:38:26,250;-39:09:41,250
-20:58:45,000;-39:38:26,250	-20:50:28,125;-39:44:22,500	-21:38:26,250;-39:10:00,000
-20:58:45,000;-39:38:45,000	-20:50:28,125;-39:44:41,250	-21:37:58,125;-39:10:00,000
-20:58:16,875;-39:38:45,000	-20:50:00,000;-39:44:41,250	-21:37:58,125;-39:10:18,750
-20:58:16,875;-39:39:03,750	-20:50:00,000;-39:45:00,000	-21:37:39,375;-39:10:18,750
-20:57:48,750;-39:39:03,750	-20:45:00,000;-39:45:00,000	-21:37:39,375;-39:10:37,500
-20:57:48,750;-39:39:22,500	-20:45:00,000;-39:30:00,000	-21:37:11,250;-39:10:37,500
-20:57:30,000;-39:39:22,500	-21:00:00,000;-39:30:00,000	-21:37:11,250;-39:10:56,250
-20:57:30,000;-39:39:41,250	-21:00:00,000;-39:37:48,750	-21:36:43,125;-39:10:56,250
-20:57:01,875;-39:39:41,250	-20:59:41,250;-39:37:48,750	-21:36:43,125;-39:11:15,000
-20:57:01,875;-39:40:00,000	-20:59:41,250;-39:38:07,500	-21:36:15,000;-39:11:15,000
-20:56:33,750;-39:40:00,000	-20:59:13,125;-39:38:07,500	-21:36:15,000;-39:11:33,750

-21:35:56,250;-39:11:33,750	-23:15:00,000;-39:15:00,000
-21:35:56,250;-39:11:52,500	-23:00:00,000;-39:15:00,000
-21:35:28,125;-39:11:52,500	-23:00:00,000;-39:00:00,000
-21:35:28,125;-39:12:11,250	-23:15:00,000;-39:00:00,000
-21:35:00,000;-39:12:11,250	
-21:35:00,000;-39:12:30,000	
-21:34:31,875;-39:12:30,000	
-21:34:31,875;-39:12:48,750	
-21:34:13,125;-39:12:48,750	
-21:34:13,125;-39:13:07,500	
-21:33:45,000;-39:13:07,500	
-21:33:45,000;-39:13:26,250	
-21:33:16,875;-39:13:26,250	
-21:33:16,875;-39:13:45,000	
-21:32:48,750;-39:13:45,000	
-21:32:48,750;-39:14:03,750	
-21:32:30,000;-39:14:03,750	
-21:32:30,000;-39:14:22,500	
-21:32:01,875;-39:14:22,500	
-21:32:01,875;-39:14:41,250	
-21:31:33,750;-39:14:41,250	
-21:31:33,750;-39:15:00,000	
-21:31:05,625;-39:15:00,000	
-21:31:05,625;-39:15:18,750	
-21:30:37,500;-39:15:18,750	
-21:30:37,500;-39:15:37,500	
-21:30:18,750;-39:15:37,500	
-21:30:18,750;-39:15:56,250	
-21:30:00,000;-39:15:56,250	
-21:30:00,000;-39:00:00,000	
-21:45:00,000;-39:00:00,000	
-21:45:00,000;-39:05:18,750	
-21:44:31,875;-39:05:18,750	
-21:44:31,875;-39:05:37,500	
-21:44:03,750;-39:05:37,500	
-21:44:03,750;-39:05:56,250	
C-M-481	
-23:15:00,000;-39:00:00,000	

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-03:14:31,875;-38:22:30,000  
-03:14:13,125;-38:22:30,000  
-03:14:13,125;-38:23:45,000  
-03:14:03,750;-38:23:45,000  
-03:14:03,750;-38:25:37,500  
-03:13:54,375;-38:25:37,500  
-03:13:54,375;-38:28:07,500  
-03:13:35,625;-38:28:07,500  
-03:13:35,625;-38:29:03,750  
-03:13:07,500;-38:29:03,750  
-03:13:07,500;-38:29:31,875  
-03:12:39,375;-38:29:31,875  
-03:12:39,375;-38:30:00,000  
-03:10:00,000;-38:30:00,000  
-03:10:00,000;-38:33:07,500  
-03:09:41,250;-38:33:07,500  
-03:09:41,250;-38:33:45,000  
-03:05:00,000;-38:33:45,000  
-03:05:00,000;-38:37:30,000  
-03:00:00,000;-38:37:30,000  
-03:00:00,000;-38:15:00,000  
-03:15:00,000;-38:15:00,000  
-03:15:00,000;-38:20:46,875  
-03:14:41,250;-38:20:46,875  
-03:14:41,250;-38:21:33,750  
-03:14:31,875;-38:21:33,750  
-03:14:31,875;-38:22:30,000

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	-21:00:01,788;-38:41:15,000	-21:00:01,789;-38:35:18,750
	-21:00:01,788;-38:41:05,625	-21:00:01,789;-38:35:09,375
ES-M-789	-21:00:01,788;-38:40:56,250	-21:00:01,789;-38:35:00,000
-21:00:00,000;-38:45:01,355	-21:00:01,788;-38:40:46,875	-21:00:01,789;-38:34:50,625
-21:00:01,788;-38:45:01,355	-21:00:01,788;-38:40:37,500	-21:00:01,789;-38:34:41,250
-21:00:01,788;-38:45:00,000	-21:00:01,788;-38:40:28,125	-21:00:01,789;-38:34:31,875
-21:15:00,000;-38:45:00,000	-21:00:01,788;-38:40:18,750	-21:00:01,789;-38:34:22,500
-21:15:00,000;-39:00:00,000	-21:00:01,788;-38:40:09,375	-21:00:01,789;-38:34:13,125
-21:00:00,000;-39:00:00,000	-21:00:01,788;-38:40:00,000	-21:00:01,789;-38:34:03,750
-21:00:00,000;-38:45:01,355	-21:00:01,788;-38:39:50,625	-21:00:01,789;-38:33:54,375
ES-M-791	-21:00:01,788;-38:39:41,250	-21:00:01,789;-38:33:45,000
-21:00:00,000;-38:30:00,000	-21:00:01,788;-38:39:31,875	-21:00:01,789;-38:33:35,625
-21:15:00,000;-38:30:00,000	-21:00:01,788;-38:39:22,500	-21:00:01,789;-38:33:26,250
-21:15:00,000;-38:45:00,000	-21:00:01,788;-38:39:13,125	-21:00:01,789;-38:33:16,875
-21:00:01,788;-38:45:00,000	-21:00:01,788;-38:39:03,750	-21:00:01,789;-38:33:07,500
-21:00:01,788;-38:44:50,625	-21:00:01,788;-38:38:54,375	-21:00:01,789;-38:32:58,125
-21:00:01,788;-38:44:41,250	-21:00:01,788;-38:38:45,000	-21:00:01,789;-38:32:48,750
-21:00:01,788;-38:44:31,875	-21:00:01,788;-38:38:35,625	-21:00:01,789;-38:32:39,375
-21:00:01,788;-38:44:22,500	-21:00:01,788;-38:38:26,250	-21:00:01,789;-38:32:30,000
-21:00:01,788;-38:44:13,125	-21:00:01,789;-38:38:16,875	-21:00:01,789;-38:32:20,625
-21:00:01,788;-38:44:03,750	-21:00:01,789;-38:38:07,500	-21:00:01,789;-38:32:11,250
-21:00:01,788;-38:43:54,375	-21:00:01,789;-38:37:58,125	-21:00:01,789;-38:32:01,875
-21:00:01,788;-38:43:45,000	-21:00:01,789;-38:37:48,750	-21:00:01,789;-38:31:52,500
-21:00:01,788;-38:43:35,625	-21:00:01,789;-38:37:39,375	-21:00:01,789;-38:31:43,125
-21:00:01,788;-38:43:26,250	-21:00:01,789;-38:37:30,000	-21:00:01,789;-38:31:33,750
-21:00:01,788;-38:43:16,875	-21:00:01,789;-38:37:20,625	-21:00:01,789;-38:31:24,375
-21:00:01,788;-38:43:07,500	-21:00:01,789;-38:37:11,250	-21:00:01,789;-38:31:15,000
-21:00:01,788;-38:42:58,125	-21:00:01,789;-38:37:01,875	-21:00:01,789;-38:31:05,625
-21:00:01,788;-38:42:48,750	-21:00:01,789;-38:36:52,500	-21:00:01,789;-38:30:56,250
-21:00:01,788;-38:42:39,375	-21:00:01,789;-38:36:43,125	-21:00:01,790;-38:30:46,875
-21:00:01,788;-38:42:30,000	-21:00:01,789;-38:36:33,750	-21:00:01,790;-38:30:37,500
-21:00:01,788;-38:42:20,625	-21:00:01,789;-38:36:24,375	-21:00:01,790;-38:30:28,125
-21:00:01,788;-38:42:11,250	-21:00:01,789;-38:36:15,000	-21:00:01,790;-38:30:18,750
-21:00:01,788;-38:42:01,875	-21:00:01,789;-38:36:05,625	-21:00:01,790;-38:30:09,375
-21:00:01,788;-38:41:52,500	-21:00:01,789;-38:35:56,250	-21:00:01,790;-38:30:01,347
-21:00:01,788;-38:41:43,125	-21:00:01,789;-38:35:46,875	-21:00:00,000;-38:30:01,347
-21:00:01,788;-38:41:33,750	-21:00:01,789;-38:35:37,500	-21:00:00,000;-38:30:00,000
-21:00:01,788;-38:41:24,375	-21:00:01,789;-38:35:28,125	ES-M-745

-21:00:00,000;-38:18:45,000	-20:54:13,125;-38:30:01,346	-20:48:16,875;-38:30:01,345
-21:00:00,000;-38:30:01,347	-20:54:03,750;-38:30:01,346	-20:48:07,500;-38:30:01,345
-20:59:50,625;-38:30:01,347	-20:53:54,375;-38:30:01,346	-20:47:58,125;-38:30:01,345
-20:59:41,250;-38:30:01,347	-20:53:45,000;-38:30:01,346	-20:47:48,750;-38:30:01,345
-20:59:31,875;-38:30:01,347	-20:53:35,625;-38:30:01,346	-20:47:39,375;-38:30:01,345
-20:59:22,500;-38:30:01,346	-20:53:26,250;-38:30:01,346	-20:47:30,000;-38:30:01,345
-20:59:13,125;-38:30:01,346	-20:53:16,875;-38:30:01,346	-20:47:20,625;-38:30:01,345
-20:59:03,750;-38:30:01,346	-20:53:07,500;-38:30:01,346	-20:47:11,250;-38:30:01,345
-20:58:54,375;-38:30:01,346	-20:52:58,125;-38:30:01,346	-20:47:01,875;-38:30:01,345
-20:58:45,000;-38:30:01,346	-20:52:48,750;-38:30:01,346	-20:46:52,500;-38:30:01,345
-20:58:35,625;-38:30:01,346	-20:52:39,375;-38:30:01,345	-20:46:43,125;-38:30:01,345
-20:58:26,250;-38:30:01,346	-20:52:30,000;-38:30:01,345	-20:46:33,750;-38:30:01,345
-20:58:16,875;-38:30:01,346	-20:52:20,625;-38:30:01,345	-20:46:24,375;-38:30:01,345
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S-M-160	-23:52:30,000;-42:52:30,000	-25:22:30,000;-45:37:30,000
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-25:59:41,250;-46:00:01,645	-27:45:00,000;-46:15:00,000	-23:37:30,000;-42:07:30,000
-25:59:31,875;-46:00:01,645	-27:45:00,000;-46:00:00,000	-23:37:30,000;-42:15:00,000
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-25:59:13,125;-46:00:01,645	-28:00:00,000;-46:15:00,000	S-M-110
-25:59:03,750;-46:00:01,645	-27:45:00,000;-46:15:00,000	-23:30:00,000;-42:07:30,000
-25:58:54,375;-46:00:01,645	S-M-1821	-23:30:00,000;-42:00:00,000
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-25:18:07,500;-45:19:31,875	-25:15:00,000;-45:16:44,737	-25:10:00,000;-45:10:28,125
-25:18:16,875;-45:19:31,875	-25:15:09,375;-45:16:44,738	-25:10:09,375;-45:10:28,125
-25:18:16,875;-45:19:41,250	-25:15:18,750;-45:16:44,738	-25:10:09,375;-45:10:37,500
-25:18:26,250;-45:19:41,250	-25:15:28,125;-45:16:44,738	-25:10:18,750;-45:10:37,500
-25:18:26,250;-45:19:50,625	-25:15:37,500;-45:16:44,738	-25:10:18,750;-45:10:56,250
-25:18:35,625;-45:19:50,625	-25:15:46,875;-45:16:44,738	-25:10:28,125;-45:10:56,250
-25:18:35,625;-45:20:00,000	-25:15:46,875;-45:16:52,500	-25:10:28,125;-45:11:05,625
-25:18:45,000;-45:20:00,000	-25:15:56,250;-45:16:52,500	-25:10:37,500;-45:11:05,625
-25:18:45,000;-45:20:09,375	-25:15:56,250;-45:17:01,875	-25:10:37,500;-45:11:15,000
-25:18:54,375;-45:20:09,375	-25:16:05,625;-45:17:01,875	-25:10:46,875;-45:11:15,000
-25:18:54,375;-45:20:18,750	-25:16:05,625;-45:17:11,250	-25:10:46,875;-45:11:24,375
-25:19:03,750;-45:20:18,750	S-M-672	-25:10:56,250;-45:11:24,375
-25:19:03,750;-45:20:28,125	-25:07:58,125;-45:08:16,875	-25:10:56,250;-45:11:33,750
-25:19:13,125;-45:20:28,125	-25:08:07,500;-45:08:16,875	-25:11:05,625;-45:11:33,750
-25:19:13,125;-45:20:37,500	-25:08:07,500;-45:08:26,250	-25:11:05,625;-45:11:43,125
-25:19:22,500;-45:20:37,500	-25:08:16,875;-45:08:26,250	-25:11:15,000;-45:11:43,125
-25:19:22,500;-45:20:56,250	-25:08:16,875;-45:08:35,625	-25:11:15,000;-45:11:52,500

-25:11:24,375;-45:11:52,500	-23:54:50,625;-42:21:05,625	-23:50:37,500;-42:02:20,625
-25:11:24,375;-45:12:01,875	-23:54:50,625;-42:21:43,125	-23:50:37,500;-42:02:58,125
-25:11:33,750;-45:12:01,875	-23:55:00,000;-42:21:43,125	-23:50:46,875;-42:02:58,125
-25:11:33,750;-45:12:11,250	-23:55:00,000;-42:22:30,000	-23:50:46,875;-42:03:35,625
-25:11:43,125;-45:12:11,250	-23:55:09,375;-42:22:30,000	-23:50:56,250;-42:03:35,625
-25:11:43,125;-45:12:20,625	-23:55:09,375;-42:23:07,500	-23:50:56,250;-42:04:22,500
-25:11:52,500;-45:12:20,625	-23:55:18,750;-42:23:07,500	-23:51:05,625;-42:04:22,500
-25:11:52,500;-45:12:39,375	-23:55:18,750;-42:23:54,375	-23:51:05,625;-42:05:09,375
-25:12:01,875;-45:12:39,375	-23:55:28,125;-42:23:54,375	-23:51:15,000;-42:05:09,375
-25:12:01,875;-45:12:48,750	-23:55:28,125;-42:24:31,875	-23:51:15,000;-42:05:46,875
-25:12:11,250;-45:12:48,750	-23:55:37,500;-42:24:31,875	-23:51:24,375;-42:05:46,875
-25:12:11,250;-45:12:58,125	-23:55:37,500;-42:25:18,750	-23:51:24,375;-42:06:33,750
-25:12:20,625;-45:12:58,125	-23:55:46,875;-42:25:18,750	-23:51:33,750;-42:06:33,750
-25:12:20,625;-45:13:16,875	-23:55:46,875;-42:25:56,250	-23:51:33,750;-42:07:11,250
-25:12:39,375;-45:13:16,875	-23:55:56,250;-42:25:56,250	-23:51:43,125;-42:07:11,250
-25:12:39,375;-45:15:00,000	-23:55:56,250;-42:26:43,125	-23:51:43,125;-42:07:48,750
-25:07:30,000;-45:15:00,000	-23:56:05,625;-42:26:43,125	-23:51:52,500;-42:07:48,750
-25:07:30,000;-45:07:48,750	-23:56:05,625;-42:27:20,625	-23:51:52,500;-42:08:35,625
-25:07:39,375;-45:07:48,750	-23:56:15,000;-42:27:20,625	-23:52:01,875;-42:08:35,625
-25:07:39,375;-45:07:58,125	-23:56:15,000;-42:28:07,500	-23:52:01,875;-42:09:13,125
-25:07:48,750;-45:07:58,125	-23:56:24,375;-42:28:07,500	-23:52:11,250;-42:09:13,125
-25:07:48,750;-45:08:07,500	-23:56:24,375;-42:28:45,000	-23:52:11,250;-42:10:00,000
-25:07:58,125;-45:08:07,500	-23:56:33,750;-42:28:45,000	-23:52:20,625;-42:10:00,000
-25:07:58,125;-45:08:16,875	-23:56:33,750;-42:29:31,875	-23:52:20,625;-42:10:37,500
S-M-166	-23:56:43,125;-42:29:31,875	-23:52:30,000;-42:10:37,500
-23:53:45,000;-42:16:52,500	-23:56:43,125;-42:30:00,000	-23:52:30,000;-42:11:24,375
-23:53:54,375;-42:16:52,500	-23:45:00,000;-42:30:00,000	-23:52:39,375;-42:11:24,375
-23:53:54,375;-42:17:39,375	-23:45:00,000;-42:15:00,000	-23:52:39,375;-42:12:01,875
-23:54:03,750;-42:17:39,375	-23:53:26,250;-42:15:00,000	-23:52:48,750;-42:12:01,875
-23:54:03,750;-42:18:16,875	-23:53:26,250;-42:15:28,125	-23:52:48,750;-42:12:48,750
-23:54:13,125;-42:18:16,875	-23:53:35,625;-42:15:28,125	-23:52:58,125;-42:12:48,750
-23:54:13,125;-42:18:54,375	-23:53:35,625;-42:16:15,000	-23:52:58,125;-42:13:26,250
-23:54:22,500;-42:18:54,375	-23:53:45,000;-42:16:15,000	-23:53:07,500;-42:13:26,250
-23:54:22,500;-42:19:41,250	-23:53:45,000;-42:16:52,500	-23:53:07,500;-42:14:13,125
-23:54:31,875;-42:19:41,250	S-M-168	-23:53:16,875;-42:14:13,125
-23:54:31,875;-42:20:18,750	-23:50:18,750;-42:01:33,750	-23:53:16,875;-42:14:50,625
-23:54:41,250;-42:20:18,750	-23:50:28,125;-42:01:33,750	-23:53:26,250;-42:14:50,625
-23:54:41,250;-42:21:05,625	-23:50:28,125;-42:02:20,625	-23:53:26,250;-42:15:00,000

-23:45:00,000;-42:15:00,000	-23:47:48,750;-41:49:50,625	S-M-1105
-23:45:00,000;-42:00:00,000	-23:47:48,750;-41:50:28,125	-26:02:39,375;-45:41:43,125
-23:50:00,000;-42:00:00,000	-23:47:58,125;-41:50:28,125	-26:03:54,375;-45:41:43,125
-23:50:00,000;-42:00:09,375	-23:47:58,125;-41:51:15,000	-26:03:54,375;-45:41:33,750
-23:50:09,375;-42:00:09,375	-23:48:07,500;-41:51:15,000	-26:05:00,000;-45:41:33,750
-23:50:09,375;-42:00:56,250	-23:48:07,500;-41:51:52,500	-26:05:00,000;-45:41:24,375
-23:50:18,750;-42:00:56,250	-23:48:16,875;-41:51:52,500	-26:06:15,000;-45:41:24,375
-23:50:18,750;-42:01:33,750	-23:48:16,875;-41:52:30,000	-26:06:15,000;-45:41:15,000
S-M-170	-23:48:26,250;-41:52:30,000	-26:07:20,625;-45:41:15,000
-23:45:28,125;-41:40:00,000	-23:48:26,250;-41:53:16,875	-26:07:20,625;-45:41:05,625
-23:45:37,500;-41:40:00,000	-23:48:35,625;-41:53:16,875	-26:08:26,250;-45:41:05,625
-23:45:37,500;-41:40:46,875	-23:48:35,625;-41:53:54,375	-26:08:26,250;-45:40:56,250
-23:45:46,875;-41:40:46,875	-23:48:45,000;-41:53:54,375	-26:09:31,875;-45:40:56,250
-23:45:46,875;-41:41:24,375	-23:48:45,000;-41:54:41,250	-26:09:31,875;-45:40:46,875
-23:45:56,250;-41:41:24,375	-23:48:54,375;-41:54:41,250	-26:10:46,875;-45:40:46,875
-23:45:56,250;-41:42:11,250	-23:48:54,375;-41:55:18,750	-26:10:46,875;-45:40:37,500
-23:46:05,625;-41:42:11,250	-23:49:03,750;-41:55:18,750	-26:12:01,875;-45:40:37,500
-23:46:05,625;-41:42:48,750	-23:49:03,750;-41:56:05,625	-26:12:01,875;-45:40:28,125
-23:46:15,000;-41:42:48,750	-23:49:13,125;-41:56:05,625	-26:13:07,500;-45:40:28,125
-23:46:15,000;-41:43:35,625	-23:49:13,125;-41:56:43,125	-26:13:07,500;-45:40:18,750
-23:46:24,375;-41:43:35,625	-23:49:22,500;-41:56:43,125	-26:14:22,500;-45:40:18,750
-23:46:24,375;-41:44:13,125	-23:49:22,500;-41:57:30,000	-26:14:22,500;-45:40:09,375
-23:46:33,750;-41:44:13,125	-23:49:31,875;-41:57:30,000	-26:15:00,000;-45:40:09,375
-23:46:33,750;-41:44:50,625	-23:49:31,875;-41:58:07,500	-26:15:00,000;-45:45:00,000
-23:46:43,125;-41:44:50,625	-23:49:41,250;-41:58:07,500	-26:00:00,000;-45:45:00,000
-23:46:43,125;-41:45:37,500	-23:49:41,250;-41:58:54,375	-26:00:00,000;-45:42:11,250
-23:46:52,500;-41:45:37,500	-23:49:50,625;-41:58:54,375	-26:00:28,125;-45:42:11,250
-23:46:52,500;-41:46:15,000	-23:49:50,625;-41:59:31,875	-26:00:28,125;-45:42:01,875
-23:47:01,875;-41:46:15,000	-23:50:00,000;-41:59:31,875	-26:01:33,750;-45:42:01,875
-23:47:01,875;-41:47:01,875	-23:50:00,000;-42:00:00,000	-26:01:33,750;-45:41:52,500
-23:47:11,250;-41:47:01,875	-23:45:00,000;-42:00:00,000	-26:02:39,375;-45:41:52,500
-23:47:11,250;-41:47:39,375	-23:45:00,000;-41:37:58,125	-26:02:39,375;-45:41:43,125
-23:47:20,625;-41:47:39,375	-23:45:09,375;-41:37:58,125	S-M-1233
-23:47:20,625;-41:48:26,250	-23:45:09,375;-41:38:35,625	-26:17:30,000;-45:39:41,250
-23:47:30,000;-41:48:26,250	-23:45:18,750;-41:38:35,625	-26:18:45,000;-45:39:41,250
-23:47:30,000;-41:49:03,750	-23:45:18,750;-41:39:22,500	-26:18:45,000;-45:39:31,875
-23:47:39,375;-41:49:03,750	-23:45:28,125;-41:39:22,500	-26:19:50,625;-45:39:31,875
-23:47:39,375;-41:49:50,625	-23:45:28,125;-41:40:00,000	-26:19:50,625;-45:39:22,500

-26:20:56,250;-45:39:22,500	-26:39:22,500;-45:36:52,500	-24:05:09,375;-43:07:01,875
-26:20:56,250;-45:39:13,125	-26:39:22,500;-45:36:43,125	-24:05:09,375;-43:07:39,375
-26:22:11,250;-45:39:13,125	-26:40:28,125;-45:36:43,125	-24:05:18,750;-43:07:39,375
-26:22:11,250;-45:39:03,750	-26:40:28,125;-45:36:33,750	-24:05:18,750;-43:08:26,250
-26:23:16,875;-45:39:03,750	-26:41:43,125;-45:36:33,750	-24:05:28,125;-43:08:26,250
-26:23:16,875;-45:38:54,375	-26:41:43,125;-45:36:24,375	-24:05:28,125;-43:09:03,750
-26:24:22,500;-45:38:54,375	-26:42:48,750;-45:36:24,375	-24:05:37,500;-43:09:03,750
-26:24:22,500;-45:38:45,000	-26:42:48,750;-45:36:15,000	-24:05:37,500;-43:09:50,625
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-26:26:43,125;-45:38:35,625	-26:45:00,000;-45:36:05,625	-24:05:56,250;-43:10:37,500
-26:26:43,125;-45:38:26,250	-26:45:00,000;-45:45:00,000	-24:05:56,250;-43:11:15,000
-26:27:58,125;-45:38:26,250	-26:30:00,000;-45:45:00,000	-24:06:05,625;-43:11:15,000
-26:27:58,125;-45:38:16,875	-26:30:00,000;-45:38:07,500	-24:06:05,625;-43:11:52,500
-26:29:03,750;-45:38:16,875	-26:30:18,750;-45:38:07,500	-24:06:15,000;-43:11:52,500
-26:29:03,750;-45:38:07,500	-26:30:18,750;-45:37:58,125	-24:06:15,000;-43:12:39,375
-26:30:00,000;-45:38:07,500	-26:31:24,375;-45:37:58,125	-24:06:24,375;-43:12:39,375
-26:30:00,000;-45:45:00,000	-26:31:24,375;-45:37:48,750	-24:06:24,375;-43:13:16,875
-26:15:00,000;-45:45:00,000	-26:32:30,000;-45:37:48,750	-24:06:33,750;-43:13:16,875
-26:15:00,000;-45:40:09,375	-26:32:30,000;-45:37:39,375	-24:06:33,750;-43:14:03,750
-26:15:18,750;-45:40:09,375	S-M-233	-24:06:43,125;-43:14:03,750
-26:15:18,750;-45:40:00,000	-24:03:45,000;-43:01:24,375	-24:06:43,125;-43:14:41,250
-26:16:24,375;-45:40:00,000	-24:03:54,375;-43:01:24,375	-24:06:52,500;-43:14:41,250
-26:16:24,375;-45:39:50,625	-24:03:54,375;-43:02:11,250	-24:06:52,500;-43:15:00,000
-26:17:30,000;-45:39:50,625	-24:04:03,750;-43:02:11,250	-24:00:00,000;-43:15:00,000
-26:17:30,000;-45:39:41,250	-24:04:03,750;-43:02:48,750	-24:00:00,000;-43:00:00,000
S-M-1358	-24:04:13,125;-43:02:48,750	-24:03:26,250;-43:00:00,000
-26:32:30,000;-45:37:39,375	-24:04:13,125;-43:03:35,625	-24:03:26,250;-43:00:09,375
-26:33:35,625;-45:37:39,375	-24:04:22,500;-43:03:35,625	-24:03:35,625;-43:00:09,375
-26:33:35,625;-45:37:30,000	-24:04:22,500;-43:04:13,125	-24:03:35,625;-43:00:46,875
-26:34:41,250;-45:37:30,000	-24:04:31,875;-43:04:13,125	-24:03:45,000;-43:00:46,875
-26:34:41,250;-45:37:20,625	-24:04:31,875;-43:05:00,000	-24:03:45,000;-43:01:24,375
-26:35:56,250;-45:37:20,625	-24:04:41,250;-43:05:00,000	S-M-235
-26:35:56,250;-45:37:11,250	-24:04:41,250;-43:05:37,500	-24:00:28,125;-42:46:52,500
-26:37:01,875;-45:37:11,250	-24:04:50,625;-43:05:37,500	-24:00:37,500;-42:46:52,500
-26:37:01,875;-45:37:01,875	-24:04:50,625;-43:06:24,375	-24:00:37,500;-42:47:30,000
-26:38:16,875;-45:37:01,875	-24:05:00,000;-43:06:24,375	-24:00:46,875;-42:47:30,000
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-24:00:56,250;-42:48:54,375	-24:00:18,750;-42:46:05,625	-24:15:00,000;-43:45:00,000
-24:01:05,625;-42:48:54,375	-24:00:28,125;-42:46:05,625	-24:07:30,000;-43:45:00,000
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-24:01:15,000;-42:49:31,875	S-M-273	-24:12:01,875;-43:37:30,000
-24:01:15,000;-42:50:18,750	-24:12:20,625;-43:39:03,750	-24:12:01,875;-43:38:16,875
-24:01:24,375;-42:50:18,750	-24:12:30,000;-43:39:03,750	-24:12:11,250;-43:38:16,875
-24:01:24,375;-42:50:56,250	-24:12:30,000;-43:39:22,500	-24:12:11,250;-43:38:45,000
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-24:01:33,750;-42:51:43,125	-24:12:39,375;-43:39:41,250	-24:12:20,625;-43:39:03,750
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-24:01:43,125;-42:52:20,625	-24:12:48,750;-43:40:00,000	-24:10:37,500;-43:32:01,875
-24:01:52,500;-42:52:20,625	-24:12:58,125;-43:40:00,000	-24:10:46,875;-43:32:01,875
-24:01:52,500;-42:53:07,500	-24:12:58,125;-43:40:18,750	-24:10:46,875;-43:32:39,375
-24:02:01,875;-42:53:07,500	-24:13:07,500;-43:40:18,750	-24:10:56,250;-43:32:39,375
-24:02:01,875;-42:53:45,000	-24:13:07,500;-43:40:28,125	-24:10:56,250;-43:33:26,250
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-24:02:11,250;-42:54:31,875	-24:13:16,875;-43:40:46,875	-24:11:05,625;-43:34:03,750
-24:02:20,625;-42:54:31,875	-24:13:26,250;-43:40:46,875	-24:11:15,000;-43:34:03,750
-24:02:20,625;-42:55:09,375	-24:13:26,250;-43:41:05,625	-24:11:15,000;-43:34:50,625
-24:02:30,000;-42:55:09,375	-24:13:35,625;-43:41:05,625	-24:11:24,375;-43:34:50,625
-24:02:30,000;-42:55:46,875	-24:13:35,625;-43:41:24,375	-24:11:24,375;-43:35:28,125
-24:02:39,375;-42:55:46,875	-24:13:45,000;-43:41:24,375	-24:11:33,750;-43:35:28,125
-24:02:39,375;-42:56:33,750	-24:13:45,000;-43:41:43,125	-24:11:33,750;-43:36:05,625
-24:02:48,750;-42:56:33,750	-24:13:54,375;-43:41:43,125	-24:11:43,125;-43:36:05,625
-24:02:48,750;-42:57:20,625	-24:13:54,375;-43:42:01,875	-24:11:43,125;-43:36:52,500
-24:02:58,125;-42:57:20,625	-24:14:03,750;-43:42:01,875	-24:11:52,500;-43:36:52,500
-24:02:58,125;-42:57:58,125	-24:14:03,750;-43:42:20,625	-24:11:52,500;-43:37:30,000
-24:03:07,500;-42:57:58,125	-24:14:13,125;-43:42:20,625	-24:07:30,000;-43:37:30,000
-24:03:07,500;-42:58:35,625	-24:14:13,125;-43:42:39,375	-24:07:30,000;-43:30:00,000
-24:03:16,875;-42:58:35,625	-24:14:22,500;-43:42:39,375	-24:10:18,750;-43:30:00,000
-24:03:16,875;-42:59:22,500	-24:14:22,500;-43:42:48,750	-24:10:18,750;-43:30:37,500
-24:03:26,250;-42:59:22,500	-24:14:31,875;-43:42:48,750	-24:10:28,125;-43:30:37,500
-24:03:26,250;-43:00:00,000	-24:14:31,875;-43:43:07,500	-24:10:28,125;-43:31:15,000
-24:00:00,000;-43:00:00,000	-24:14:41,250;-43:43:07,500	-24:10:37,500;-43:31:15,000
-24:00:00,000;-42:45:00,000	-24:14:41,250;-43:43:26,250	-24:10:37,500;-43:32:01,875
-24:00:09,375;-42:45:00,000	-24:14:50,625;-43:43:26,250	S-M-164
-24:00:09,375;-42:45:28,125	-24:14:50,625;-43:43:45,000	-23:57:01,875;-42:31:33,750

-23:57:11,250;-42:31:33,750	-24:00:09,375;-42:44:41,250	-25:28:07,500;-45:30:09,375
-23:57:11,250;-42:32:11,250	-24:00:09,375;-42:45:00,000	-25:28:07,500;-45:30:18,750
-23:57:20,625;-42:32:11,250	-23:45:00,000;-42:45:00,000	-25:28:16,875;-45:30:18,750
-23:57:20,625;-42:32:58,125	-23:45:00,000;-42:30:00,000	-25:28:16,875;-45:30:28,125
-23:57:30,000;-42:32:58,125	-23:56:43,125;-42:30:00,000	S-M-849
-23:57:30,000;-42:33:35,625	-23:56:43,125;-42:30:09,375	-25:35:09,375;-45:38:07,500
-23:57:39,375;-42:33:35,625	-23:56:52,500;-42:30:09,375	-25:35:18,750;-45:38:07,500
-23:57:39,375;-42:34:22,500	-23:56:52,500;-42:30:56,250	-25:35:18,750;-45:38:16,875
-23:57:48,750;-42:34:22,500	-23:57:01,875;-42:30:56,250	-25:35:28,125;-45:38:16,875
-23:57:48,750;-42:35:00,000	-23:57:01,875;-42:31:33,750	-25:35:28,125;-45:38:26,250
-23:57:58,125;-42:35:00,000	S-M-788	-25:35:37,500;-45:38:26,250
-23:57:58,125;-42:35:46,875	-25:28:16,875;-45:30:28,125	-25:35:37,500;-45:38:35,625
-23:58:07,500;-42:35:46,875	-25:28:26,250;-45:30:28,125	-25:35:46,875;-45:38:35,625
-23:58:07,500;-42:36:24,375	-25:28:26,250;-45:30:46,875	-25:35:46,875;-45:38:45,000
-23:58:16,875;-42:36:24,375	-25:28:35,625;-45:30:46,875	-25:35:56,250;-45:38:45,000
-23:58:16,875;-42:37:11,250	-25:28:35,625;-45:30:56,250	-25:35:56,250;-45:38:54,375
-23:58:26,250;-42:37:11,250	-25:28:45,000;-45:30:56,250	-25:36:05,625;-45:38:54,375
-23:58:26,250;-42:37:48,750	-25:28:45,000;-45:31:05,625	-25:36:05,625;-45:39:03,750
-23:58:35,625;-42:37:48,750	-25:28:54,375;-45:31:05,625	-25:36:15,000;-45:39:03,750
-23:58:35,625;-42:38:35,625	-25:28:54,375;-45:31:15,000	-25:36:15,000;-45:39:13,125
-23:58:45,000;-42:38:35,625	-25:29:03,750;-45:31:15,000	-25:36:24,375;-45:39:13,125
-23:58:45,000;-42:39:13,125	-25:29:03,750;-45:31:24,375	-25:36:24,375;-45:39:22,500
-23:58:54,375;-42:39:13,125	-25:29:13,125;-45:31:24,375	-25:36:33,750;-45:39:22,500
-23:58:54,375;-42:39:50,625	-25:29:13,125;-45:31:33,750	-25:36:33,750;-45:39:31,875
-23:59:03,750;-42:39:50,625	-25:29:22,500;-45:31:33,750	-25:36:43,125;-45:39:31,875
-23:59:03,750;-42:40:37,500	-25:29:22,500;-45:31:43,125	-25:36:43,125;-45:39:50,625
-23:59:13,125;-42:40:37,500	-25:29:31,875;-45:31:43,125	-25:36:52,500;-45:39:50,625
-23:59:13,125;-42:41:15,000	-25:29:31,875;-45:31:52,500	-25:36:52,500;-45:40:00,000
-23:59:22,500;-42:41:15,000	-25:29:41,250;-45:31:52,500	-25:37:01,875;-45:40:00,000
-23:59:22,500;-42:42:01,875	-25:29:41,250;-45:32:01,875	-25:37:01,875;-45:40:09,375
-23:59:31,875;-42:42:01,875	-25:29:50,625;-45:32:01,875	-25:37:11,250;-45:40:09,375
-23:59:31,875;-42:42:39,375	-25:29:50,625;-45:32:11,250	-25:37:11,250;-45:40:18,750
-23:59:41,250;-42:42:39,375	-25:30:00,000;-45:32:11,250	-25:37:20,625;-45:40:18,750
-23:59:41,250;-42:43:26,250	-25:30:00,000;-45:37:30,000	-25:37:20,625;-45:40:28,125
-23:59:50,625;-42:43:26,250	-25:22:30,000;-45:37:30,000	-25:37:30,000;-45:40:28,125
-23:59:50,625;-42:44:03,750	-25:22:30,000;-45:30:00,000	-25:37:30,000;-45:45:00,000
-24:00:00,000;-42:44:03,750	-25:27:58,125;-45:30:00,000	-25:30:00,000;-45:45:00,000
-24:00:00,000;-42:44:41,250	-25:27:58,125;-45:30:09,375	-25:30:00,000;-45:37:30,000

-25:33:26,250;-45:37:30,000	-26:45:00,000;-45:36:05,625	-27:15:00,000;-45:15:00,000
-25:33:26,250;-45:37:48,750	-26:45:09,375;-45:36:05,625	-27:00:00,000;-45:15:00,000
-25:35:00,000;-45:37:48,750	-26:45:09,375;-45:35:56,250	S-M-1605
-25:35:00,000;-45:37:58,125	-26:46:15,000;-45:35:56,250	-27:15:00,000;-45:30:00,000
-25:35:09,375;-45:37:58,125	-26:46:15,000;-45:35:46,875	-27:15:00,000;-45:45:00,000
-25:35:09,375;-45:38:07,500	-26:47:30,000;-45:35:46,875	-27:00:00,000;-45:45:00,000
S-M-1484	-26:47:30,000;-45:35:37,500	-27:00:00,000;-45:30:00,000
-26:47:30,000;-45:35:37,500	S-M-1825	-27:15:00,000;-45:30:00,000
-26:48:26,250;-45:35:37,500	-27:45:00,000;-45:15:00,000	S-M-1613
-26:48:26,250;-45:35:28,125	-27:45:00,000;-45:30:00,000	-27:02:11,250;-44:45:00,000
-26:49:41,250;-45:35:28,125	-27:30:00,000;-45:30:00,000	-27:02:11,250;-44:42:39,375
-26:49:41,250;-45:35:18,750	-27:30:00,000;-45:15:00,000	-27:00:00,000;-44:42:39,375
-26:50:46,875;-45:35:18,750	-27:45:00,000;-45:15:00,000	-27:00:00,000;-44:15:00,000
-26:50:46,875;-45:35:09,375	S-M-1920	-27:15:00,000;-44:15:00,000
-26:52:01,875;-45:35:09,375	-28:00:00,000;-45:15:00,000	-27:15:00,000;-44:45:00,000
-26:52:01,875;-45:35:00,000	-28:00:00,000;-45:30:00,000	-27:02:11,250;-44:45:00,000
-26:53:07,500;-45:35:00,000	-27:45:00,000;-45:30:00,000	S-M-1617
-26:53:07,500;-45:34:50,625	-27:45:00,000;-45:15:00,000	-27:00:00,000;-43:45:00,000
-26:54:22,500;-45:34:50,625	-28:00:00,000;-45:15:00,000	-27:30:00,000;-43:45:00,000
-26:54:22,500;-45:33:26,250	S-M-1607	-27:30:00,000;-44:15:00,000
-26:54:13,125;-45:33:26,250	-27:15:00,000;-45:15:00,000	-27:00:00,000;-44:15:00,000
-26:54:13,125;-45:32:11,250	-27:15:00,000;-45:30:00,000	-27:00:00,000;-43:45:00,000
-26:54:03,750;-45:32:11,250	-27:00:00,000;-45:30:00,000	S-M-1918
-26:54:03,750;-45:31:15,000	-27:00:00,000;-45:15:00,000	-27:45:00,000;-45:45:00,000
-26:53:54,375;-45:31:15,000	-27:15:00,000;-45:15:00,000	-27:45:00,000;-45:30:00,000
-26:53:54,375;-45:30:09,375	S-M-1609	-28:00:00,000;-45:30:00,000
-26:53:45,000;-45:30:09,375	-27:00:00,000;-45:15:00,000	-28:00:00,000;-45:45:00,000
-26:53:45,000;-45:30:00,000	-27:00:00,000;-45:07:30,000	-27:45:00,000;-45:45:00,000
-27:00:00,000;-45:30:00,000	-27:02:11,250;-45:07:30,000	
-27:00:00,000;-45:45:00,000	-27:02:11,250;-45:00:00,000	
-26:45:00,000;-45:45:00,000	-27:15:00,000;-45:00:00,000	



## ANNEX I - DETAILS OF EXPLORATION BLOCKS AND AREAS WITH MARGINAL ACCUMULATIONS ON OFFER

### ANNEX I - Part 2 - Technical and economic information on areas with marginal accumulations on offer

This annex contains the main information on the areas with marginal accumulations available in the Open Acreage of Concession:

- **Table 13: Information on areas with marginal accumulations in the Open Acreage of Concession, with the following columns:**

(A) Sedimentary Basin

(B) Area with Marginal Accumulation

(C) Area (Km )<sup>2</sup>

(D) Sector

(E) Operating Environment

(F) Exploratory Model

(G) Minimum Operator Qualification

(H) Minimum Net Worth - PLM (in R\$)

(I) Offer Guarantee (in R\$)

(J) Minimum Subscription Bonus (in R\$)

(K) Unit Value Payment for occupation or retention of area (in R\$/Km<sup>2</sup> /Year)

(L) Payment to Landowners (%)

(M) Royalty rate (in %)

(N) PTI (DESCRIPTION)

(O) PTI Guarantee (R\$)

(P) Selected Wells

(Q) Duration Rehabilitation Phase (in years)

- **Table 14 - Summary of minimum values for Offer Guarantees accompanied by declarations of interest**
- **Coordinates of each area with marginal accumulation.**

**Table 13- Breakdown of Areas with Marginal Accumulations in the Open Acreage of Concession**

**Technical and economic parameters**

NO.	(i) Basin	(ii) Environment	(iii) Area with marginal accumulation <sup>1</sup>	(iv) Area (Km <sup>2</sup> )	(v) Exploratory Model	(vii) Sector	(viii) Minimum Qualification	(ix) Offer Guarantee (R\$)	(x) Signature Bonus Minimum (R\$)	(xi) Royalty rate (%)	(xii) Unit Value Area Retention (R\$/Km <sup>2</sup> /year)	(xiii) Rehabilitation Phase (years)	(xiv) PTI (Description)	(x) PTI (R\$)	(xvi) Selected Wells
There are no areas with marginal accumulations on offer.															

Notes:

(1) Bidders will be qualified as operators or as non-operators. Those qualified as operators will be classified into the following levels: operator A, to operate in blocks located in deep/ultra-deepwater, shallow water and onshore; operator B, to operate in blocks located in shallow water and onshore; operator C, to operate only in blocks located onshore, and operator D, to operate only in onshore areas with marginal accumulations.

(2) Amounts referring to payment for occupation or retention of the area, in reais per km<sup>2</sup>, in January 2019, applicable to the exploration phase. These amounts will be paid and readjusted annually, from the date the concession agreements is signed, by the IGP-DI accumulated in the 12 months preceding the date of each readjustment, as provided for in art. 28 of Decree 2.705/98. These amounts will be increased by 100% in the event of an extension of the exploration phase, when applicable, and for the development stage. For the production phase, they will be increased by 900%.

**Table 14 - Summary of minimum values for Offer Guarantees accompanied by declarations of interest**

There are no areas with marginal accumulations on offer.

## **COORDINATES OF AREAS WITH MARGINAL ACCUMULATIONS IN THE OPEN ACREAGE OF CONCESSION**

In order to delimit the areas that could be submitted for the Open Acreage of Concession, the Brazilian sedimentary basins were divided into sectors, which in turn were divided into areas with marginal accumulations.

The maps and coordinates are based on the current official Brazilian Geodetic Reference System, SIRGAS 2000. The coordinates of each area are listed below, in textual form, according to sets of angular coordinates that define their vertices. Each coordinate is listed according to its latitude and longitude, in that order, separated by semicolons. Each coordinate is described in degrees, minutes, and seconds, separated by a colon; and has a precision of three decimal places of a second, separated by a comma, as established by ANP4C Standard.

The boundaries of blocks neighboring contracted areas (converted from SAD 69 to SIRGAS2000) have additional intermediate vertices to ensure their location with greater precision. In the list of coordinates, these vertices have their coordinates rounded to the third decimal place of the second, following the guidelines of ANP4C Standard.

The maps and Shapefile of the area will be made available on the websites <http://rodadas.anp.gov.br> and <http://bdep.gov.br>.

**COORDINATES OF AREAS WITH MARGINAL ACCUMULATIONS ON OFFER**

There are no areas with marginal accumulations on offer.

## **ANNEX I - DETAILS OF EXPLORATION BLOCKS AND AREAS WITH MARGINAL ACCUMULATIONS ON OFFER**

### **ANNEX I - Part 3 - Special features of the blocks on offer**

#### **ANNEX I - Part 3.1 - Blocks located beyond the 200 nautical mile limit**

a) Among the blocks presented in Part 1 of this Annex, there are 2 blocks in the SS-AUP5 sector of the Santos Basin, which are cut off by the 200 nautical mile limit.

b) Blocks S-M-1613, S-M-1617 may contain deposits located beyond 200 nautical miles, on the Brazilian Continental Shelf, which requires the adoption of specific procedures, under the terms of the applicable legislation, especially CNPE Resolution No. 10/2018, CNPE Resolution No. 23/2019, CNPE Resolution No. 24/2019, ANP Resolution No. 969/2024, Decree No. 1,530/1995 and the draft concession agreement attached to this tender protocol.

c) The Working Group set up to deal with issues relating to the exploration and production of oil and natural gas beyond 200 nautical miles, in the extension of the Brazilian Continental Shelf, considered that these exploration blocks fall within the area already approved by the Commission on the Limits of the Continental Shelf created by Annex II of the United Nations Convention on the Law of the Sea (UNCLOS) in 2011.

d) The concession agreement for these blocks will contain an additional clause stating that the successful bidder signing the concession agreement will be responsible for the financial burden of paying the amounts due to the International Seabed Authority (ISA), under the terms of article 82 of the UNCLOS.

e) Table 15 shows the percentage that should be paid annually to the ISA for production that occurs beyond 200 nautical miles, after the first five years of production from fields resulting from agreements whose Concession Area is located on the Brazilian Continental Shelf and the royalty rates for blocks in the SS-AUP5 sector located beyond 200 nautical miles.

f) Considering the geological risks present, expected production and other relevant factors, ANP may reduce royalties, at its discretion, to up to 5% (five percent) of oil or natural gas production, under the terms of art. 47, § 1, of Law 9.478/1997.

g) For blocks in the SS-AUP5 sector located on the Brazilian Continental Shelf (beyond 200 nautical miles), as per item 2.2, the 10% rate may be reduced by 1% per year gradually from the 8th (eighth) year onwards, provided that the contribution is paid to the International Seabed Authority (ISA).

**Table 15 - Percentage of the contribution to the ISA for production occurring beyond 200 nautical miles and *royalty* rates for blocks in the SS-AUP5 sector located beyond 200 nautical miles**

<b>Year of oil production</b>	<b>Percentage of ISA contribution over production value or volume (%)</b>	<b><i>Royalty</i> rate<sup>1</sup> (%)</b>
Years 1 to 5	0	10%
Year 6	1	10,0%
Year 7	2	10,0%
Year 8	3	10,0% até 5,0%
Year 9	4	10,0% até 5,0%
Year 10	5	10,0% até 5,0%
Year 11	6	10,0% até 5,0%
Year 12 and beyond	7	10,0% até 5,0%

Note: 1) Gradual reduction of the royalty rate according to the years of production, from 10% to a limit of 5%.

#### **ANNEX I - Part 3.2 - Blocks overlapping areas in settlement projects**

a) This tender protocol may contain exploration blocks and areas with marginal accumulations within the boundaries of a settlement area belonging to the National Institute for Colonization and Agrarian Reform (INCRA). The Institute has its own regulations on procedures for approving the use of areas in its settlement projects for mining, energy and infrastructure activities or projects.

b) The location of the settlement areas can be consulted in INCRA's Land Collection, available on the Institute's website.

## **ANNEX II - APPLICATION FOR USE OF DOCUMENTS OR USE OF PREVIOUS TECHNICAL QUALIFICATIONS**

### **PART 1 - USE OF DOCUMENTS**

A [insert name of bidder] represented by its accredited representative(s), with a view to its participation in the Open Acreage of Concession, hereby requests the National Agency of Petroleum, Natural Gas and Biofuels (ANP) to use the documents indicated below, for the purposes of [insert registration, qualification or contract signature] in the Open Acreage of Concession, which were submitted to ANP through the Electronic Information System (SEI) and attest that:

- a) the information contained in such documents is current as of the date hereof, subject to the penalties provided for by applicable law.
- b) such documents are applicable to the rules of this tender protocol;
- c) these documents have not expired; and
- d) documents whose expiration date is not stated have been submitted to ANP up to one (1) year prior to this application, with the exception of corporate documents and documentation for economic and financial qualification, which may be used as long as they are in force.

#### **INSTRUCTIONS FOR COMPLETING TABLE 16:**

1. Indicate each document for which utilization is being requested.
2. Indicate for which bidding round, Standing Offer cycle or agreement assignment process the document was submitted, identifying for which Round it was submitted or filling in the number of the agreement referring to the assignment, in addition to filling in the "SEI" number of each document.
3. Fill in, at the end, the fields relating to the place, date and name of the accredited representative(s), observing the rules for submitting documents set out in Section III of the tender protocol of the Open Acreage of Concession.

**Table 16- Application for use of documents**

X	NO.	Document	No. of Bid Round	No. of the assignment agreement	SEI document no.
	1	Articles of incorporation - articles of association or bylaws			
	2	Proof of the powers of the legal representatives and the most recent act(s) relating to the election/appointment of such representatives			
	3	Compliance with any conditions for the exercise of powers by representatives, as provided for in the articles of association			
	4	Declaration that corporate acts are up to date			
	5	Organizational chart with the entire chain of control of the corporate group			
	6	Proof that it is organized and functioning in accordance with the laws of its country			
	7	Technical Summary			
	8	HSE aspects			
	9	Financial statements for the last three years			
	10	Independent auditors' opinions			
	11	Summary of Financial Statements			
	12	Documentation equivalent to the requirements of the tender protocol, if applicable - item 3.2.4.2			

By submitting the request for use of documents, the bidder declares, under penalty of law and the penalties provided for in item: 11.1 of the tender protocol, that the information contained in the documents indicated in this annex is true and applicable to the notice of the Open Acreage of Concession.

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[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

**ANNEX II - APPLICATION FOR USE OF DOCUMENTS OR USE OF PREVIOUS TECHNICAL QUALIFICATIONS**

**PART 2 - USE OF PREVIOUS TECHNICAL QUALIFICATIONS**

A [insert name of bidder] represented by its accredited representative(s), with a view to its participation in the Open Acreage of Concession, hereby requests the National Agency of Petroleum, Natural Gas and Biofuels (ANP) to adopt the simplified technical qualification procedure, in the form of item Subsection VIII.3.5, for the purposes of participation in the Open Acreage of Concession, thus taking advantage of the non-simplified technical qualification obtained in:

- (i) [insert the Bid Round in which the bidder obtained the technical qualification to be used, if the non-simplified technical qualification was obtained within one (1) year of the date of this application]; OR
- (ii) [insert the number of the contract for which the technical qualification to be used was obtained, provided that it was obtained as part of a contract assignment process, and the qualification was obtained within one (1) year of the date of this application].

The bidder must select only one of the options for using previous technical qualifications and inform the bidding round or the agreement in which the non-simplified technical qualification was obtained as part of the agreement assignment process.

By submitting the request for use of previous non-simplified technical qualifications, the bidder declares, under the penalties of the law and the penalties in Subsections XI.3 and XI.4 of the tender protocol, that the information regarding the technical qualifications indicated in this annex is true and applicable to the tender protocol of the Open Acreage of Concession.

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[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

### ANNEX III - AUTHORIZATION TO DISCLOSE INFORMATION ABOUT BIDDER

A [insert company name of bidder] represented by its accredited representative(s), authorizes the publication of the following information on the website <https://www.gov.br/anp/pt-br/rodadas-anp>:

Bidder: [insert name of bidder]

Contact details

Name: [insert name of person to contact]

Position: [insert person's job title for contact]

Telephone: [insert contact person's phone number]

Fax: [insert fax number of person to contact]

E-mail: [insert contact person's email address]

Basins of interest: [insert the name/symbol of the basins the bidder is interested in]

Comments: [insert any comments]

A [insert name of bidder] further declares that it is aware that:

- a) ANP will not guarantee the authenticity of the information described above and will not be held responsible for any errors made in the transcription of such information;
- b) shall be fully responsible for any contacts it may establish, or any agreements it may enter into, arising from the publication of the above information, and ANP shall therefore be exempt from liability for any consequences, costs or damages resulting therefrom;
- c) the request to modify the above information must be made by submitting a new authorization to ANP, under the terms of this annex, and any publication will be made in accordance with what is established by this Agency;
- d) ANP reserves the right not to publish any comments or information that it deems inappropriate or incorrect.

[signature]

Signed by:[insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## ANNEX IV - PAYMENT OF FEES FOR ACCESS TO THE TECHNICAL DATA PACKAGE

A [insert company name of bidder] represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares that it will pay the fees for access to the technical data package corresponding to the sectors indicated in Table 17 below and that it is aware of: (i) the amounts of the fees for access to the technical data package, (ii) that not all the sectors or groupings of sectors made available for the acquisition of access to the technical data packages immediately have blocks or areas on offer and (iii) all the other provisions of the tender protocol of the Open Acreage of Concession.

**Table 17 - Payment of the access fee to the technical data package for exploration blocks**

SEDIMENTARY BASIN	OPERATING ENVIRONMENT	EXPLORATORY MODEL	SECTOR	SEA BLOCKS ON OFFER	BLOCKS UNDER STUDY	DATA PACKAGE ACCESS FEE
BARREIRINHAS	ULTRA AND DEEPWATER	NEW FRONTIER	SBAR-AP1		10	R\$ 120.000,00
BARREIRINHAS	ULTRA AND DEEPWATER	NEW FRONTIER	SBAR-AP2		6	
BARREIRINHAS	ULTRA AND DEEPWATER	NEW FRONTIER	SBAR-AR2		6	
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP1	2		
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP2	21		
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP3	21		
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP1		6	
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP2		11	
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP3		6	
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP4		18	
FOZ DO AMAZONAS	SHALLOW WATER	NEW FRONTIER	SFZA-AR1		10	
FOZ DO AMAZONAS	SHALLOW WATER	NEW FRONTIER	SFZA-AR2		60	
FOZ DO AMAZONAS	SHALLOW WATER	NEW FRONTIER	SFZA-AR3		28	
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AUP1		18	

SEDIMENTARY BASIN	OPERATING ENVIRONMENT	EXPLORATORY MODEL	SECTOR	SEA BLOCKS ON OFFER	BLOCKS UNDER STUDY	DATA PACKAGE ACCESS FEE
FOZ DO AMAZONAS	ULTRA AND DEEPWATER	NEW FRONTIER	SFZA-AP4	3		
PARÁ-MARANHÃO	ULTRA AND DEEPWATER	NEW FRONTIER	SPAMA-AP1		14	
PARÁ-MARANHÃO	ULTRA AND DEEPWATER	NEW FRONTIER	SPAMA-AP2		12	
PARÁ-MARANHÃO	SHALLOW WATER	NEW FRONTIER	SPAMA-AR1		13	
PARÁ-MARANHÃO	ULTRA AND DEEPWATER	NEW FRONTIER	SPAMA-AR2		10	
PARÁ-MARANHÃO	ULTRA AND DEEPWATER	NEW FRONTIER	SPAMA-AUP1		16	
PARÁ-MARANHÃO	ULTRA AND DEEPWATER	NEW FRONTIER	SPAMA-AUP2		5	
CEARÁ	ULTRA AND DEEPWATER	NEW FRONTIER	SCE-AP1		11	R\$ 120.000,00
CEARÁ	ULTRA AND DEEPWATER	NEW FRONTIER	SCE-AP2		16	
CEARÁ	ULTRA AND DEEPWATER	NEW FRONTIER	SCE-AP3		15	
CEARÁ	ULTRA AND DEEPWATER	NEW FRONTIER	SCE-AP3	3		
PERNAMBUCO-PARAÍBA	ULTRA AND DEEPWATER	NEW FRONTIER	SPEPB-AP2	2		
PERNAMBUCO-PARAÍBA	ULTRA AND DEEPWATER	NEW FRONTIER	SPEPB-AP3	2		
POTIGUAR	ULTRA AND DEEPWATER	NEW FRONTIER	SPOT-AP1	16		
POTIGUAR	ULTRA AND DEEPWATER	NEW FRONTIER	SPOT-AP2	11		
POTIGUAR	ULTRA AND DEEPWATER	NEW FRONTIER	SPOT-AR1	1		
POTIGUAR	ULTRA AND DEEPWATER	NEW FRONTIER	SPOT-AP1		10	
POTIGUAR	SHALLOW WATER	NEW FRONTIER	SPOT-AR1		4	
POTIGUAR	ULTRA AND DEEPWATER	NEW FRONTIER	SPOT-AUP2	3		
ESPÍRITO SANTO	ULTRA AND DEEPWATER	NEW FRONTIER	SES-AP1	10		
ESPÍRITO SANTO	ULTRA AND DEEPWATER	NEW FRONTIER	SES-AP2	3		
ESPÍRITO SANTO	ULTRA AND DEEPWATER	NEW FRONTIER	SES-AUP3	2		
SERGIPE ALAGOAS	ULTRA AND DEEPWATER	NEW FRONTIER	SSEAL-AP1		16	
SERGIPE ALAGOAS	ULTRA AND DEEPWATER	NEW FRONTIER	SSEAL-AP2		3	

SEDIMENTARY BASIN	OPERATING ENVIRONMENT	EXPLORATORY MODEL	SECTOR	SEA BLOCKS ON OFFER	BLOCKS UNDER STUDY	DATA PACKAGE ACCESS FEE
SERGIPE ALAGOAS	ULTRA AND DEEPWATER	NEW FRONTIER	SSEAL-AUP1		2	
SERGIPE ALAGOAS	ULTRA AND DEEPWATER	NEW FRONTIER	SSEAL-AUP2		1	
CAMPOS	SHALLOW WATER	HIGH POTENTIAL	SC-AR2		6	
CAMPOS	SHALLOW WATER	HIGH POTENTIAL	SC-AR3		8	
CAMPOS	SHALLOW WATER	HIGH POTENTIAL	SC-AR4		15	
CAMPOS	ULTRA AND DEEPWATER	HIGH POTENTIAL	SC-AP3	6		
CAMPOS	ULTRA AND DEEPWATER	HIGH POTENTIAL	SC-AP1	2		
CAMPOS	ULTRA AND DEEPWATER	HIGH POTENTIAL	SC-AUP2	7		
SANTOS	ULTRA AND DEEPWATER	NEW FRONTIER	SS-AP1	6		
SANTOS	ULTRA AND DEEPWATER	HIGH POTENTIAL L	SS-AP3	3		
SANTOS	ULTRA AND DEEPWATER	NEW FRONTIER	SS-AP4	5		
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR1	39		
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR2		55	
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR3		68	
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR4		80	
SANTOS	ULTRA AND DEEPWATER	HIGH POTENTIAL	SS-AUP1		3	
SANTOS	ULTRA AND DEEPWATER	NEW FRONTIER	SS-AUP5		1	
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR2	1		
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR3	29		
SANTOS	SHALLOW WATER	NEW FRONTIER	SS-AR4	63		
SANTOS	ULTRA AND DEEPWATER	NEW FRONTIER	SS-AUP4	12		
SANTOS	ULTRA AND DEEPWATER	NEW FRONTIER	SS-AUP5	2		
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AP1	7		
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AP2	1		
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AP3	19		
PELOTAS	SHALLOW WATER	NEW FRONTIER	SP-AR1	26		
						R\$ 190.000,00
						R\$ 120.000,00

SEDIMENTARY BASIN	OPERATING ENVIRONMENT	EXPLORATORY MODEL	SECTOR	SEA BLOCKS ON OFFER	BLOCKS UNDER STUDY	DATA PACKAGE ACCESS FEE
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AUP1	8		
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AP2		22	
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AUP2		36	
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AUP7		3	
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AUP3	8		
PELOTAS	ULTRA AND DEEPWATER	NEW FRONTIER	SP-AUP7	6		

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A [insert name of bidder] further declares that it is aware that ANP will not accept any request for reimbursement of fees for access to technical data packages if it is disqualified, fails to qualify or does not obtain the desired qualification.

[Add the paragraph below if the person receiving the technical data package is not an accredited representative of the legal entity].

A [insert name of bidder] authorizes [insert the name of the person authorized to receive the technical data package] identification document number [insert identification document number] position [insert job title] to receive the technical data package on your behalf.

---

[signature]

Signed by: [insert name(s) of accredited representative(s) or legal representative of bidder]

Place and date: [insert place and date]

## **ANNEX V - DECLARATION THAT CORPORATE ACTS ARE UP TO DATE**

A [insert name of bidder] represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares that it submits to the National Agency of Petroleum, Natural Gas and Biofuels (ANP), with a view to complying with requirements contained in the tender protocol for the Open Acreage of Concession, (i) a copy of the most up-to-date version of its articles of association or bylaws with the provisions in force, (ii) proof of the powers and names of its legal representatives, and (iii) proof of compliance with any conditions to the exercise of the powers of the legal representatives, as provided for in the articles of association, if applicable.

A [insert name of bidder] also declares that the legal representatives who sign documents submitted to ANP, relating to the Open Acreage of Concession, have full powers to do so, which can be proven by consulting the following documents/dispositions:

### **INSTRUCTIONS FOR COMPLETING TABLE 19:**

1. Indicate each document (presented for the purposes of registration, qualification, or agreement signature) in which there are provisions relating to proof of the powers and names of the legal representatives, filling in the respective fields in the first column of the Table with the letter "X". If there are other documents to be used to prove this, they must be listed in item (4) of Table 18.
2. In the documents referring to "proof of the powers and names of the legal representatives":
  - a) fill in the numbers of the clauses, articles, subparagraphs, paragraphs, resolutions, etc. related to the proof of powers and the names of the legal representatives in the "Device" column;
  - b) fill in, in the "Sheet numbers" column, the numbers of the sheets contained in the set of documents submitted to ANP for the purposes of registration, qualification or signature of the agreement, referring to the clauses, articles, items, paragraphs, resolutions, etc., aimed at proving the powers and names of the legal representatives.
3. In the documents referring to the conditions for the exercise of the powers of the legal representatives, fill in the columns "Device" and "Sheet numbers" in accordance with the

instructions in paragraphs (a) and (b) of item 2 of this Declaration, with regard to the devices in which there are conditions for the exercise of the powers of the legal representatives (joint signatures of two directors, express authorization from the board of directors, for example).

4. Fill in the place, date, and name of the accredited representatives at the end and sign this declaration.

**Table 18 - Declaration that corporate acts are up to date**

X	NO.	Document	Device	Leaf numbers
<b>Proof of powers and name(s) of legal representative(s)</b>				
	1	Articles of association		
	2	Act(s) relating to the election/appointment of legal representatives		
	3	Document aimed at meeting the conditions for exercising the powers of legal representatives		
	4	Other: [specify]		
<b>Limitations on the exercise of the powers of the legal representative(s)</b>				
	5	Articles of association		
	6	Other: [specify]		

---

[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## **ANNEX VI - POWER OF ATTORNEY FOR APPOINTMENT OF ACCREDITED REPRESENTATIVES**

By this instrument of mandate, [insert name of bidder] incorporated and existing under the laws of [insert name of bidder's country of origin] having its registered office at [insert the address of the bidder's registered office] through its legal representative(s) [insert the name(s) of the Legal Representative(s) of the bidder], hereby appoints, as accredited representative(s), [insert the name and full qualifications (nationality, place of birth, marital status, profession, civil registration, address, telephone number, email address, etc.) of the accredited representative(s) granted by the power of attorney] to represent it individually before the National Petroleum, Natural Gas and Biofuels Agency (ANP) in matters specifically related to the Open Acreage of Concession, with powers to perform any and all acts and assume responsibilities related to the aforementioned bidding process and any proposal submitted, and may, for this purpose, receive, deliver and sign documents, receive summons and subpoenas, respond administratively and judicially, withdraw data packages and authorize third parties to withdraw them, pay fees, declare, propose, appeal, counterclaim, agree, as well as sign the respective agreements granted and perform the other acts necessary for the faithful fulfillment of this mandate, and sub-establishment is prohibited.

This power of attorney expressly revokes any other power of attorney for the appointment of accredited representative(s) containing the powers specified herein that has been previously granted within the scope of the Open Acreage of Concession.

*[The main accredited representative must be appointed from among the representatives named ABOVE].*

### **INFORMATION REGARDING THE ACCREDITED REPRESENTATIVE(S):**

#### **Principal Accredited Representative**

NAME: [insert name of main accredited representative]

ADDRESS: [insert mailing address of principal accredited representative]

PHONE, FAX AND E-MAIL: [insert telephone, fax, and email of main accredited representative]

#### **Other Accredited Representatives**

NAME: [insert name of accredited representative]

ADDRESS: [insert correspondence address of accredited representative]

PHONE, FAX AND E-MAIL: [insert telephone, fax and email of accredited representative]

*[Note: The above fields must be repeated for each accredited representative named in this power of attorney]*

---

[signature]

Signed by: [insert name(s) of legal representative(s) of bidder]

Position: [insert position(s) of legal representative(s) of bidder]

Place and date: [insert place and date]

## **ANNEX VII - DECLARATION OF TECHNICAL, ECONOMIC AND FINANCIAL CAPACITY AND LEGAL, FISCAL AND LABOR REGULARITY**

A [insert the company name of the bidder] represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares that (i) it knows and accepts, in full and without any restriction, the rules and conditions established in the Open Acreage of Concession tender protocol and its annexes, and (ii) at the qualification stage, it will have the technical, economic and financial capacity and legal, tax and labor regularity, in accordance with the requirements of the Open Acreage of Concession tender protocol. It also declares, under the penalties provided for in the applicable legislation, that it is aware of the set of Brazilian rules that prohibit and punish conduct harmful to competition, and undertakes not to engage in such conduct.

---

[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## ANNEX VIII - TERM OF COMMITMENT TO ADAPT CORPORATE PURPOSE

A [insert name of bidder] represented by its accredited representative(s), declares its interest in participating in the Open Acreage of Concession, the object of which is the granting of concession agreements for the exploration or rehabilitation and production of oil and natural gas in Brazil, and acknowledges the procedures and rules for qualification, for bidding in general and for signing concession agreements with the National Petroleum, Natural Gas and Biofuels Agency (ANP).

A [insert name of bidder] further declares that it undertakes, should it be declared the winner of the public bidding session of a cycle of the Open Acreage of Concession, and for the purposes of signing concession agreement(s), to adapt its corporate purpose, or the corporate purpose of its affiliate (existing or to be incorporated) that may be appointed to sign such agreement to exploration or rehabilitation and production of oil and natural gas.

This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the Federal Court, Judicial Section of Rio de Janeiro, shall have jurisdiction to settle any disputes relating to this Agreement, to the exclusion of any other court, however privileged.

---

*[signature]*

Signed by: *[insert the name(s) of the accredited representative(s) of the bidder]*

Place and date: *[insert place and date]*

**ANNEX IX - UNDERTAKING TO INCORPORATE A LEGAL ENTITY UNDER  
BRAZILIAN LAW OR TO APPOINT A CONTROLLED BRAZILIAN LEGAL ENTITY  
ALREADY INCORPORATED TO SIGN THE CONCESSION AGREEMENT**

A [insert name of bidder] represented by its accredited representative(s), declares its interest in participating in the Open Acreage of Concession, the object of which is the granting of concession contracts for the exploration or rehabilitation and production of oil and natural gas in Brazil, and acknowledges the procedures and rules for qualification, for bidding in general and for signing concession agreements with the National Petroleum, Natural Gas and Biofuels Agency (ANP).

A [insert name of bidder] further declares that it undertakes, should it be declared the winner of the bidding process for a cycle of the Open Acreage of Concession, to set up a legal entity under Brazilian law, with headquarters and administration in Brazil, or to appoint a controlled Brazilian legal entity already set up, with technical, economic-financial and legal capacity and tax and labor regularity, in accordance with the requirements of the tender protocol, to sign the concession agreement(s) in its place.

This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the Federal Court, Judicial Section of Rio de Janeiro, shall have jurisdiction to settle any disputes relating to this Agreement, to the exclusion of any other court, however privileged.

---

*[signature]*

Signed by: *[insert the name(s) of the accredited representative(s) of the bidder]*

Place and date: *[insert place and date]*

## **ANNEX X - COVER LETTER**

(exclusively for interested parties who do not have an oil and natural gas exploration and production agreement in force in Brazil)

The legal entity [insert the company name of the bidder], represented by its accredited representative(s), submits the following information as a requirement for registration in the Open Acreage of Concession.

This form must be completed in accordance with the instructions contained therein and the information provided must be clear and objective.

### **I - Current information on the interested party**

I.1) Company name and country of origin.

I.2) Main activity (describe the main activity and areas of activity).

I.3) Corporate composition (indicate the partners and their respective shareholdings).

I.4) Corporate group (indicate the corporate group to which you belong).

I.5) Updated value of share capital (inform the amounts of subscribed and paid-in share capital).

### **II) Information on planning for E&P activities in Brazil**

II.1) Strategy it intends to adopt for financing its E&P activities.

II.2) Operating environment (marginal accumulations, onshore, shallow water or deep and ultra-deepwater) in which you intend to operate in E&P.

II.3) Intended form of operation (operator or non-operator).

II.4) If the interested party wishes to act as an operator, explain how it intends to obtain the technical qualification (its own experience, the experience of its corporate group or the experience of the members of its technical staff). [Observe the provisions of Subsection VIII.3 of the tender protocol]

II.5) If the interested party wishes to be qualified by the experience of the members of its technical staff, explain how it intends to compose its technical staff (type of relationship - consultant, contractor, etc.). -, academic background and length of experience by area of activity of its members).

I certify, under the penalties provided for in the tender protocol and in the applicable legislation, the veracity of the information presented in this form.

\_\_\_\_\_

*[signature]*

Signed by: *[insert the name(s) of the accredited representative(s) of the bidder]*

Place and date: *[insert place and date]*

## ANNEX XI - DECLARATION OF UPDATED REGISTRATION DOCUMENTS

A [insert bidder's corporate name] represented by its accredited representative(s), under the penalties provided for in the current tender protocol of the Open Acreage of Concession and in the applicable legislation, declares, for the purposes of Subsection IV.6 of the notice of the Open Acreage of Concession, that:

- (i) the documents marked below as "Current Document", previously submitted to the National Agency of Petroleum, Natural Gas and Biofuels (ANP) for the purposes of registration in the aforementioned competition, are current;
- (ii) that the documents marked below as "Updated Document" consist of the updated and current documents now submitted to ANP together with this declaration, since the documents previously submitted are not updated or are not current; and
- (iii) that the documents marked below as "Document Not Applicable" do not apply to the requirements for the registration of the bidder in question in the Standing Offer.

**Table 19 - Updating registration documents**

Tender item	Document	Current Document	Resubmitted document	Not applicable (1)
Subsection IV.2	Electronic application form			
4.18 a)	Corporate documents / Articles of incorporation			
4.18 b)	Corporate documents/ Proof of powers and names of legal representatives			
4.18 c)	Corporate documents / Documents proving compliance with any conditions for the exercise of powers by representatives			
4.18 d)	Declaration that corporate acts are up to date			
Subsection IV.3.2	Power of attorney to appoint accredited representatives			
Subsection IV.3.3	Corporate group organization chart			

Tender item	Document	Current Document	Resubmitted document	Not applicable (1)
Subsection IV.3.4	Declaration of technical, economic and financial capacity, legal, tax and labor compliance			
Subsection IV.3.5	Term of commitment to adapt the corporate purpose			
Subsection IV.3.6 -	Additional documents for registration of foreign bidders			
Subsection IV.3.7	FIP registration documents			
	Others			

Note:

(1) Not applicable - document not compulsory for the bidder in question to register for the Standing Offer

---

*[signature]*

Signed by: *[insert the name(s) of the accredited representative(s) of the bidder]*

Place and date: *[insert place and date]*

#### **INSTRUCTIONS FOR COMPLETING TABLE 19:**

1. Indicate the status of each document submitted for registration purposes by filling in the respective columns with the letter "X":

- 1.1. Current Document - for documents that remain current and do not need to be updated.
  - 1.2. Resubmitted Document - for documents that are not current and need to be resubmitted.
  - 1.3. Not applicable - document not required for the bidder in question to be registered for the Standing Offer.
2. If there are other documents used for registration, these must be listed in the "Other" field in Table 19.
3. Fill in, at the end, the fields relating to the place, date and name of the accredited representative(s) and sign this declaration.

## ANNEX XII - DECLARATION OF INTEREST

The legal entity [insert name of legal entity] represented by its accredited representative(s), declares its interest in submitting a bid for the sectors listed below.

**Table 20A - Declaration of interest - exploratory blocks**

Basin	Sector

*[Add lines to include more sectors].*

**Table 20B - Declaration of interest - areas with marginal accumulations**

Basin	Sector

*[Add lines to include more sectors].*

The sectors that have had their declaration of sectors of interest accompanied by a bid guarantee approved by the Bidding Round Special Commission (CEL) and meet the requirements stipulated in Subsection 1.3 will take part in the public bidding session of a Open Acreage of Concession cycle.

\_\_\_\_\_

[signature]

Signed by: [insert name(s) of accredited representative(s) of legal entity]

Place and date: [insert place and date]

**ANNEX XIII - MODEL LETTER OF CREDIT FOR BID GUARANTEE IN  
PORTUGUESE**

**PART 1 - NATIONAL LETTER OF CREDIT TEMPLATE FOR BID GUARANTEE**

**IRREVOCABLE LETTER OF CREDIT GUARANTEE**

ISSUED BY [insert name of bank]

**Offering bidder:**[insert name of bidder]

**Duration:**

Start date: [insert date, in day/month/year format]

End date: [insert date, in day/month/year format]

NO: [insert Letter of Credit number]

Nominal Value: R\$ [insert nominal value]([insert amount in words] reais).

À

**National Agency for Petroleum, Natural Gas and Biofuels (ANP)**

Superintendence of Bid Promotion - SPL

Av. Rio Branco, 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Dear Sirs,

1. [Insert Bank Name], [insert CNPJ registration number], constituted in accordance with the laws of the Federative Republic of Brazil, the ISSUER, hereby issues in favor of ANP, an authority that is part of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, Irrevocable Letter of Credit in Guarantee no. [insert Letter of Credit

number]through which the ISSUER authorizes ANP to draw, in a single draw, the amount of up to R\$ [insert Nominal Value] ([insert amount in words] reais), upon presentation of a Payment Order and a Proof of Drawing, as defined below, at the establishment of the LENDER mentioned in Clause 4 of this Letter of Credit.

2. The Nominal Value of the Letter of Credit will initially be R\$ [insert Nominal Value] ([insert amount in words] reais), which may be reduced upon presentation by ANP to the LENDER of a Proof of Reduction, in the form defined in Document I (Model of Proof of Reduction), specifying a new, lower Nominal Value.

3. The Nominal Amount of this Letter of Credit may be drawn down by ANP in the manner set out in Clause 4, between 10 a.m. and 4 p.m., Rio de Janeiro time, on any banking day, after the disclosure of the results of the presentation of offers and before the expiry of this Letter of Credit. A "banking day" shall mean any day other than Saturday, Sunday or any other day on which commercial banks in the city of Rio de Janeiro are authorized or obliged by law, regulatory rule or decree to close.

4. A drawing may only be made on the basis of this instrument upon presentation by ANP to the LENDER of a demand drawing order, in accordance with Document II (Model of Payment Order) attached to this Letter of Credit, together with a voucher, in accordance with Document III (Model of Proof of Drawing) attached to this Letter of Credit. The Payment Order and Proof of Drawing must be presented at the Issuer's establishment in the city of Rio de Janeiro, located at [insert Issuer's address]or at any other address in Rio de Janeiro designated by the ISSUER to ANP by means of a notification made in accordance with the provisions of Clause 8 of this Letter of Credit.

5. After receiving the Payment Order and the Drawing Proof from ANP at its establishment, designated in accordance with the provisions of Clause 4 of this Letter of Credit, the LENDER shall pay the Nominal Amount in accordance with the procedure established in the Drawing Proof. The LENDER must make the payment within 3 (three) banking days immediately following the submission of the request.

6. This Letter of Credit shall expire on the date on which the first of the following events occurs: (i) submission of a release to the LENDER, based on the instrument attached hereto as Document IV (Model of Proof of Release); (ii) irrevocable payment made by the LENDER to ANP,

in the manner set forth in Clause 5 of this Letter of Credit, in the Nominal Amount, by means of a drawing made in accordance with the terms set forth herein; or (iii) the expiration date set forth in Subsection VI.4 of the tender protocol of the Open Acreage of Concession. Notwithstanding the foregoing, any drawing made in accordance with the terms set forth herein, prior to the maturity of this Letter of Credit, shall be honored by the ISSUER. In the event that the establishment of the LENDER designated in Clause 4 of this Letter of Credit is closed on the date mentioned in (iii) of this Clause 6, the maturity date of this Letter of Credit shall be extended to the next banking day on which said establishment is open.

7. Only ANP may draw on this Letter of Credit, as well as exercise any other rights defined herein.

8. Notifications

All notices, demands, instructions, waivers or other information to be provided in relation to this Letter of Credit must be written in Portuguese and sent by email or delivered by a personal courier or express delivery service or by post to the address below:

(i) If for the ISSUER:

[insert name of Issuer]

[insert Issuer's address]

[insert zip code]

[insert name of city State]

[insert email address]

(ii) If for ANP:

Open Acreage of Concession

Superintendence of Bid Promotion - SPL

Avenida Rio Branco, 65 - 19° andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Email: rodadas@anp.gov.br

9. The addresses and emails for forwarding information regarding this Letter of Credit may be changed by the ISSUER or ANP by notifying the other party at least 15 (fifteen) banking days prior to the date of the change.

10. This Letter of Credit establishes, in full terms, the obligation of the LENDER. Such obligation shall in no way be altered or amended on the basis of any document, instrument or agreement, except: (i) the Proof of Reduction; (ii) the Payment Order; (iii) the Proof of Drawing; and (iv) the Proof of Release.

11. This Letter of Credit, under the terms and conditions presented herein and for the purpose for which it is intended, is a valid, legal and enforceable document in the place where it is collected, and the LENDER may not make any claim whatsoever against ANP that would prevent its full and complete enforcement.

Sincerely,

[insert bank name]

\_\_\_\_\_

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document I

### Reduction Proof Model

[Model to be filled in by ANP - DO NOT FILL IN].

### PROOF OF REDUCTION

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number] valid from [insert date, in day/month/year format] a [insert date, in day/month/year format] issued by [insert name of Issuer] in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that:

- (i) The amount in reais (R\$), specified below (a), corresponds to the amount allocable to the Nominal Value of the Guarantees in relation to the signing of the Concession Agreements relating to the Open Acreage of Concession Notice up to the date of this voucher; and
- (ii) The Nominal Amount will be reduced to an amount equal to the Remaining Nominal Amount, specified below (b), effective as of the date of this voucher.

(a) Nominal Value:

R\$ [insert Nominal Value]

(b) Remaining Nominal Value:

R\$ [insert Remaining Nominal Value]

This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]..

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]



## Document II

### Sample Payment Order

[Model to be filled in by ANP - DO NOT FILL IN].

### PAYMENT ORDER

Letter of Credit No. [insert Letter of Credit number]

Rio de Janeiro - RJ

Withdrawal date: [insert date, in day/month/year format]

In sight

Pay to the order of the National Agency of Petroleum, Natural Gas and Biofuels - ANP, the Nominal Value of R\$ [insert Nominal Value] ([insert amount in full] reais).

Drawing against Irrevocable Letter of Credit No. [insert Letter of Credit number] issued by [insert name of Issuer].

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

À [insert name of bank]

[insert bank address]

**Document III**

**Proof of Withdrawal Template**

[Model to be filled in by ANP - DO NOT FILL IN].

**PROOF OF WITHDRAWAL**

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number] valid from [insert date, in day/month/year format] a [insert date, in day/month/year format] issued by [insert name of Issuer] in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, certifies that, as a result of the Open Acreage of Concession, the bidder offering [insert name of bidder] has incurred in one of the cases of forfeiture of the bid guarantee provided for in Subsection VI.6 (Forfeiture of the bid guarantee) of the Call for Bids for the Award of Concession Agreements for the Exploration or Rehabilitation and Production of Petroleum and Natural Gas of the Open Acreage of Concession.

Payment of the Nominal Amount stated in Letter of Credit No. [insert Letter of Credit number] shall be paid by the ISSUER into the following account:

[ANP will provide the procedures for payment].

---

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This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document IV

### Model Proof of Exoneration

Model to be filled in by ANP - DO NOT FILL IN].

### PROOF OF RESIGNATION

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number] valid from [insert date, in day/month/year format] a [insert date, in day/month/year format] issued by [insert name of Issuer] in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, certifies the occurrence of one of the hypotheses of exoneration provided for in Section VI.7 (Exoneration and return of the bid guarantee) of the Tender Protocol for the Award of Concession Agreements for Exploration Activities or Rehabilitation and Production of Oil and Natural Gas of the Open Acreage of Concession. The date of exoneration becomes the date of issue of this voucher.

This voucher was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [[insert date, in day/month/year format]].

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

# ANNEX XIII - MODEL LETTER OF CREDIT FOR BID GUARANTEE IN ENGLISH

## PART 2 – FORM OF STANDBY LETTER OF CREDIT TO SECURE THE BID

### IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUED BY [insert Bank name]

#### **Effectiveness:**

Date of Issuance: [insert date in the format month/day/year]

Effective Date: [insert date in the format month/day/year]

Maturity Date: [insert date in the format month/day/year]

No.: [insert Letter of Credit number]

Face Amount: [insert amount in writing] USD (US\$[insert par value])<sup>7</sup>.

#### **Beneficiary:**

**National Agency of Petroleum, Natural Gas and Biofuels – ANP**

Licensing Rounds Promotion Superintendence – SPL

Av. Rio Branco, 65 – 19<sup>th</sup> floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

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<sup>7</sup> The Face Amount in US dollars is equivalent to the Face Amount in Reais (R\$) converted at the rate indicated in the item 6.2.2 of the Tender Protocol for the Open Acreage Concession Modality.

Dear Sirs,

1. At the request of [insert bidder's corporate name], the [Insert Bank name], incorporated under the laws of [insert country according to the example: Federative Republic of Brazil], as ISSUER, hereby issues this irrevocable standby letter of credit number [insert Standby Letter of Credit number], in favor of National Agency Of Petroleum, Natural Gas and Biofuels (ANP), an independent agency of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, through which the ISSUER authorizes ANP to withdraw, in a lump sum, the maximum aggregate amount of [insert amount in writing] USD (US\$ [insert face amount]).
2. ISSUER undertakes to Beneficiary to pay Beneficiary's demand for payment of an amount available under this Standby Letter of Credit upon presentation of ANNEX B (Payment Demand) and ANNEX C (Proof of Withdrawal), as defined below, at the ISSUER'S branch referred to in Section 5 of this Standby Letter of Credit.
3. The Face Amount of the Standby Letter of Credit shall initially be [insert amount in writing] USD (US\$ [insert par value]), which may be reduced upon submission of a Proof of Reduction by ANP to the ISSUER, as defined in ANNEX A (Proof of Reduction), specifying a new, lower Face Amount.
4. The Face Amount of this Letter of Credit may be withdrawn by ANP as established in Section 5 below between 10 a.m. and 4 p.m., Rio de Janeiro time, on any banking day, after disclosure of the results of the submission of bids and before maturity of this Standby Letter of Credit. "Banking day" means any day, except for Saturday, Sunday, or any other day on which commercial banks of the City of Rio de Janeiro are authorized or required by law, regulatory rule, or decree to remain closed.
5. A withdrawal may only be made based on this instrument upon submission of a demand for payment in cash by ANP to the ISSUER, pursuant to ANNEX B (Payment Demand) attached hereto, together with a proof in the form of ANNEX C (Proof of Withdrawal) attached hereto. The Payment Demand and Proof of Withdrawal shall be presented at the ISSUER's branch, in Rio de Janeiro, located at [insert Issuer's address] or at any other address in Rio de Janeiro indicated by the ISSUER to ANP upon notice, as provided for in Section 9 of this Standby Letter of Credit.
6. After receiving the Payment Demand and Proof of Withdrawal from ANP at its branch, as provided for in Section 5 of this Standby Letter of Credit, the ISSUER shall pay the Face Amount according to the procedure set forth in the Proof of Withdrawal. The ISSUER shall make the payment within three (3) banking days of the date of submission of the request.
7. This Standby Letter of Credit become effective from the Effective Date as set forth herein and shall mature at the earlier of: (i) submission of release to the ISSUER, based on the instrument attached hereto as ANNEX D (Proof of Release), (ii) irrevocable payment by the ISSUER to ANP, as established in Section 6 of this Standby Letter of Credit, of the Face Amount,

upon withdrawal made as provided for hereunder, or (iii) the Maturity Date set forth herein. Notwithstanding the foregoing, any withdrawal made according to the conditions established herein before maturity of this Standby Letter of Credit shall be honored by the ISSUER. In case the ISSUER'S branch referred to in Section 5 of this Letter of Credit is closed on the date mentioned in item (iii) of this section 7, the Maturity Date of this Letter of Credit shall be extended to the subsequent banking day on which the abovementioned branch is open.

8. Only ANP may withdraw this Standby Letter of Credit, as well as exercise any other rights defined herein.

9. Communications

All communications, requirements, instructions, waivers, or other information to be provided related to this Standby Letter of Credit shall be written in English and Portuguese and delivered by a personal messenger, courier, mail services, or fax and forwarded to the following address:

i. If to the ISSUER:

[insert Issuer's name]

[insert Issuer's address]

[insert Zip Code]

[insert city]

*[insert eletronic mail]*

ii. If to ANP:

Open Acreage Concession Modality

Licensing Rounds Promotion Superintendence – SPL

Avenida Rio Branco, 65 – 19<sup>th</sup> floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

Email: rodadas@anp.gov.br

10. Addresses and emails for sending information related to this Standby Letter of Credit may be changed by the ISSUER or ANP upon notice to the other party at least fifteen (15) banking days before the date of the change.

11. This Standby Letter of Credit establishes, in full terms, the ISSUER'S obligation. Such obligation shall not be, in any way, changed or amended based on any document, instrument, or

agreement, except for the: (i) *Proof of Reduction*; (ii) *Payment Demand*; (iii) *Proof of Withdrawal*; and (iv) *Proof of Release*.

12. This Standby Letter of Credit, under the terms and conditions presented herein and for the intended purpose, is a valid and lawful document enforceable in the location of charge, and the ISSUER may not present any argument to ANP preventing its full and total execution.

13. ISSUER's charges and fees for issuing, amending or honoring this Standby Letter of Credit are for the account of [insert bidder's corporate name] and shall not be deducted from any payment ISSUER makes under this Standby Letter of Credit.

Kind regards,

*[insert Bank name]*

---

*[signature]*

Name: *[insert the name of the person responsible for the issue]*

Title: *[insert the title of the person responsible for the issue]*

## ANNEX A

### Form of Proof of Reduction

[Form to be filled out by ANP – DO NOT FILL OUT.]

#### PROOF OF REDUCTION

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number], effective from [insert date in the format month/day/year] to [insert date in the format month/day/year], issued by [insert Issuer's name], incorporated under the laws of [insert country according to the example: Federative Republic of Brazil] and submitted by [insert bidder's name] to the benefit of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP.

The undersigned, duly authorized to sign this proof on behalf of ANP, hereby certifies that:

- i. The amount in USD (US\$) specified below in item (a) corresponds to the Face Amount of the Letter of Credit for Bid Bond submitted under the Tender Protocol for Biddings for Award of Concession Agreements for Exploration and Production of Oil and Gas of the Open Acreage Concession Modality until the date of this proof; and
- ii. The Face Amount of the Letter of Credit shall be reduced to an amount equal to the Remaining Face Amount specified below in item (b), effective as of the date of this proof.

a) Face Amount:

US\$ [insert Face Amount]

b) Remaining Face Amount:

US\$ [insert Remaining Face Amount]

This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

---

[signature]

Name: [insert the name of the person responsible for the issue]

Title: [insert the title of the person responsible for the issue]

**ANNEX B**

**Form of Payment Demand**

[Form to be filled out by ANP – DO NOT FILL OUT.]

**PAYMENT DEMAND**

[insert Issuer's name]

[insert Issuer's address]

[insert Zip Code]

Rio de Janeiro – RJ

Re: Standby Letter of Credit No. [insert Letter of Credit number], dated effective from [insert date in the format month/day/year] to *[insert date in the format month/day/year]*, issued by [insert Issuer's name]

Date of Withdrawal: [insert date in the format month/day/year]

The undersigned Beneficiary demands payment of [insert Face Amount in writing] USD (US\$ [insert Face Amount in writing])

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

\_\_\_\_\_

[signature]

Name: [insert the name of the person responsible for the issue]

Title: [insert the title of the person responsible for the issue]

To [insert Bank name]

[insert Bank address]

## ANNEX C

### Form of Proof of Withdrawal

[Form to be filled out by ANP – DO NOT FILL OUT.]

### PROOF OF WITHDRAWAL

This refers to Irrevocable Letter of Credit No. [insert Standby Letter of Credit number], executed in [insert city], effective from [insert date in the format month/day/year] to [insert date in the format month/day/year], issued by [insert Issuer's name], incorporated under the laws of [insert country according to the example: Federative Republic of Brazil] and submitted by [insert bidder's name] to the benefit of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP.

The undersigned, duly authorized to sign this proof on behalf of ANP, hereby certifies that, as a result of the [identify the # of the cycle] Cycle of Open Acreage Concession Modality, the bidder [insert bidder's corporate name] incurred one of the cases of execution of the bid bond provided for in Subsection VI.6 (Execution of the bid bond) of the tender protocol for Award of Concession Agreements for Exploration and Production of Oil and Gas of the Open Acreage Concession Modality.

The Face Amount of the Standby Letter of Credit No. [insert Standby Letter of Credit number] shall be paid by the ISSUER to the following account:

[ANP shall provide for the payment procedures.]

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This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

---

[signature]

Name: [insert the name of the person responsible for the issue]

Title: [insert the title of the person responsible for the issue]

## **ANNEX D**

### **Form of Proof of Release**

[Form to be filled out by ANP – DO NOT FILL OUT.]

### **PROOF OF RELEASE**

This refers to Irrevocable Letter of Credit No. [insert Standby Letter of Credit number], effective from [insert effective date in the format month/day/year] to [insert maturity date in the format month/day/year], issued by [insert Issuer's name], incorporated under the laws of [insert country according to the example: Federative Republic of Brazil] and submitted by [insert bidder's name] to the benefit of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP.

The undersigned, duly authorized to sign this proof on behalf of ANP, hereby certifies the occurrence of one of the release events provided for in Subsection VI.7 (Release and return of the bid bond) of the tender protocol for Award of Concession Agreements for Exploration and Production of Oil and Gas of the Open Acreage Concession Modality.

The bidder's obligations secured by the abovementioned Letter of Credit are performed. The release date is the issue date of this proof of release.

This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

---

[signature]

Name: [insert the name of the person responsible for the issue]

Title: [insert the title of the person responsible for the issue]



## ANNEX XIV - BID GUARANTEE INSURANCE MODEL

### GUARANTEE INSURANCE POLICY

**Guarantee Insurance Policy No.** [insert Guarantee Insurance Policy number]

**Date of Issue:** [insert date of issue of Guarantee Insurance Policy]

**SUSEP Registration Number:** [insert SUSEP registration number]

**Proposal:** [insert proposal number]

**Internal Control (Control Code):** [insert internal control number]

### QUALIFICATION OF THE PARTIES

#### Insurer details (INSURER)

Name: [insert name of Insurer]

CNPJ: [insert CNPJ registration number]

Address: [insert Insurer's address]

[insert zip code] [insert city and state]

Email: [insert email address]

#### Broker data (BROKER) - Optional

Name: [insert name of Broker]

CNPJ: [insert CNPJ registration number]

Address: [insert Broker's address]

[insert zip code] [insert city and state]

Email: [insert email address]

#### Data of the Borrower

Name: [insert name of concessionaire or contractor]

CNPJ: [insert CNPJ registration number]

Address: [insert Borrower's address]

[insert zip code] [insert city and state]

Email: [insert email address]

### **Data of the Insured (INSURED)**

National Agency for Petroleum, Natural Gas and Biofuels - ANP

CNPJ No. 02.313.673/0002-08

Superintendence of Bid Promotion - SPL

Avenida Rio Branco, 65, 19º andar - Centro.

CEP 20090-004 - Rio de Janeiro, RJ - Brazil.

Email: rodadas@anp.gov.br

**INSURANCE POLICY** No. [insert Guarantee Insurance Policy number]

### **MAIN OBJECT**

**Main Object Data - Tender Protocol of the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas (Tender Protocol).**

### **GUARANTEED AMOUNT AND POLICY TERM**

Guaranteed Value / Insured Amount / LMG: R\$ [insert Nominal Value of Policy] (insert the amount in full)

Start of validity: [insert date, in day/month/year format, in accordance with the provisions of the Invitation to Tender]

End of Term: [insert date, in day/month/year format, in accordance with the provisions of the Invitation to Tender]

### **GUARANTEED OBLIGATION**

The INSURER [insert the corporate name of the insuring company], [insert the CNPJ registration number], with registered office at [insert the address of the insuring company], through this Guarantee Insurance Policy, guarantees the INSURED, AGÊNCIA NACIONAL DO PETRÓLEO, GÁS NATURAL E BIOCOMBUSTÍVEIS (ANP), CNPJ nº 02.313.673/0002-08, with head office at

Avenida Rio Branco, 65 - 19º andar - Rio de Janeiro, RJ, the obligations of the Tender Protocol assumed by the TAKER, [insert the company name of the bidder], [insert the CNPJ registration number], with head office at [insert the bidder's address], up to the amount of R\$ [insert the amount in words], in the form and subject matter described below.

Indemnity Guarantee, up to the Maximum Guarantee Limit (MCL) set out in the Policy, taking into account reductions in the guaranteed amount, for the BIDDER'S default in relation to the hypotheses set out in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas.

The Premium for this Policy is R\$ [insert Nominal Value] ([insert amount in words] reais).

The following documents, which we hereby ratify, form an integral and inseparable part of the Policy:

- I. Document I - Contractual Conditions;
- II. Document II - Model of Proof of Reduction;
- III. Document III - Model Notice of Default and Request for Compensation;
- IV. Document IV - Model of Proof of Exoneration; and
- V. Tender Protocol of the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas (Tender Protocol).

This Policy has reinsurance cover provided by [insert name of Reinsurer], through reinsurance contract no. [insert number], dated [insert date, in day/month/year format].

This Policy is governed by SUSEP Circular No. 662/2022, and by the Contractual Conditions determined by the INSURED - NATIONAL AGENCY FOR OIL, NATURAL GAS AND BIOFUELS (ANP).

[insert place (city) of signature], [insert date of issue].

[insert name of Insurer]

\_\_\_\_\_ (ASSINATURA)\_\_\_\_\_

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document I

### CONTRACTUAL CONDITIONS

#### 1. Guaranteed Obligation

1.1 This insurance guarantees, in addition to the obligation defined in the preamble of this Policy, the amounts owed to the INSURED arising from the default by the TAKER as provided for in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas.

#### 2. Excluded Risks

2.1 This Policy does not insure risks arising from other types of Guarantee Insurance, nor does it insure obligations to pay taxes, labor obligations of any kind, social security obligations, indemnities to third parties, nor does it insure risks covered by other classes of insurance.

2.2 It is further stated that damages and/or losses caused directly or indirectly by a terrorist act, regardless of its purpose, which has been duly recognized as an attack on public order by the competent authorities, are not covered.

#### 3. Loss of rights

3.1. The INSURED will lose the right to the Indemnity in the event of one or more of the following:

I - Acts of God or force majeure, under the terms of the Brazilian Civil Code;

II - Non-compliance with the obligations of the UNDERWRITER resulting from acts or facts for which the INSURED is responsible that have contributed decisively to the occurrence of the claim;

III - Alteration of the contractual obligations guaranteed by this Policy, which have been agreed between the INSURED and the TAKER, without notice having been given to the INSURER, provided that they aggravate the insured risk and are concomitantly related to the claim or it is proven by the INSURER that the INSURED was silent in bad faith;

IV - Illegal intentional acts or serious fault comparable to intent practiced by the INSURED, the beneficiary or the representative of one or the other;

V - The INSURED fails to fully comply with any obligations set out in the Tender Protocol;

VI - If the INSURED or his/her legal representative, in bad faith, makes inaccurate statements or omits circumstances known to him/her that constitute an aggravation of the risk of default by the TAKER or that may influence the acceptance of the proposal;

VII - If the INSURED intentionally aggravates the risk.

#### 4. Definitions

In addition to the definitions set out in SUSEP Circular 662/2022, the following definitions apply to this insurance:

4.1. Policy: document, signed by the INSURER, which formally represents the Guarantee Insurance contract.

4.2 Endorsement: formal instrument, signed by the INSURER, which introduces changes to the Guarantee Insurance Policy, at the express request and agreement of the parties.

4.3 Indemnity: payment, in cash, by the INSURER to the INSURED, of the amounts due and/or fines resulting from the UNDERWRITER's default in relation to the hypotheses set out in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas.

4.4 Maximum Guarantee Limit (MCL): the maximum amount that the INSURER will be liable to the INSURED for as a result of the payment of Indemnity.

4.5 Premium: the amount owed by the TAKER to the INSURER as a result of the insurance cover and which must be included in the Policy or Endorsement.

4.6 Final Claim Adjustment Report: document issued by the INSURER in which the position on the existence of cover or, as the case may be, the technical-legal reasons for any denial of cover or extinction of cover/liability of the INSURER is conveyed, as well as the possible amounts to be indemnified.

4.7 Pro-Rata-Temporis: corresponds to the calculation of ancillary values, which is based on the addition of a value proportional to the time elapsed, regularly in days.

4.8 Insurer: an INSURANCE company authorized to operate Guarantee Insurance, subject to the limits and parameters of SUSEP Circular 662 of April 11, 2022.

#### 5. Term and Value - Changes, Updates and Renewals

5.1. The guarantee is effective for the period established in the Policy, in accordance with the provisions of the Tender. This period can only be altered with the approval of ANP.

5.2 The guarantee amount or Maximum Guarantee Limit (MCL) of this Policy is the maximum nominal amount guaranteed by it.

5.3 When changes are made to the document that served as the basis for the INSURERS' acceptance of the risk, the value of the guarantee must accompany such changes, and the INSURERS must issue the relevant Endorsement.

5.4 For subsequent changes made to the document that served as the basis for acceptance of the risk by the INSURER, as a result of which it is necessary to modify the contract value, the value of the guarantee may accompany such changes, provided that they are requested and accepted by the INSURER, through the issue of an Endorsement.

5.5 In any case, alterations, updates and renewals are not presumed and shall be preceded by a written request from the INSURED, UNDERWRITER or BROKER, accompanied by the documents, submitted in good time for the INSURANCE COMPANY to analyze and underwrite the risk.

5.6. The value of this Policy may be reduced, as provided for in the Tender Protocol, by issuing a Reduction of Insured Amount Endorsement, issued by the INSURER, upon presentation of a Proof of Reduction, in accordance with Document II (Proof of Reduction Model), signed by the INSURED.

## 6. Claim and Characterization of the Claim

6.1 Claim: the INSURED shall notify the INSURANCE COMPANY of the UNDERWRITER's default in relation to the hypotheses set out in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, at which time the Claim shall become official.

6.1.1 The following documents will be required for the Claim:

- a) Copy of the Tender Protocol;
- b) Copy of the agreement award;
- c) Spreadsheet, report and/or correspondence informing the amounts due and/or fines resulting from the TAKER's default in relation to the hypotheses set out in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration

or Rehabilitation and Production of Oil and Natural Gas, accompanied by the supporting documents.

d) a copy of the administrative process or internal procedure and the decision to enforce the guarantee.

6.1.2 In addition to the provisions of item 6.1.1, paragraph (b), it is established that, in order to claim and characterize the claim, the presentation of a copy of the award document may only be required in cases where the object of the tender has already been awarded.

6.2 Characterization: when the INSURER has received all the documents listed in item 6.1.1. and, after analysis, it is proven that the TAKER has defaulted on the obligations covered by the Policy, the claim will be characterized, and the INSURER must issue the Final Claim Adjustment Report within 30 (thirty) days.

6.2.1 Based on a well-founded and justifiable doubt, the INSURANCE COMPANY may request additional documentation and/or information, in which case the 30 (thirty) day period shall be suspended, and its counting shall restart on the business day following the day on which the requirements are fully met.

6.2.2 In the event of a court decision suspending the effects of a claim under the Policy, the period of 30 (thirty) days will be suspended, and will start counting again from the first working day following the revocation of the decision.

## 7. Compensation

7.1 Once the claim has been characterized, the INSURER shall comply with the obligation described in the Policy, up to the Maximum Guarantee Limit (MCL) thereof, indemnifying, by means of a cash payment, the amounts due and/or fines resulting from the UNDERWRITER's default in relation to the hypotheses provided for in Subsection VI.6 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, covered by the Policy.

7.2 The deadline for fulfilling the obligation.

7.2.1 Payment of the indemnity shall be made within a maximum period of 30 (thirty) days from the date of receipt of the last document requested during the claim settlement process.

7.2.2 In the event of a request for the documents referred to in item 6.2.1, the period of 30 (thirty) days will be suspended, and will start counting again from the working day following that on which the requirements are fully met.

7.2.3 In the event of a court decision or arbitration award suspending the effects of a claim under the Policy, the period of 30 (thirty) days shall be suspended and its counting shall recommence on the first working day following the revocation of the decision.

## 8. Updating indemnity amounts

8.1. Non-payment of the INSURER's pecuniary obligations, including the Indemnity under the terms of item 7.1 of these Contractual Conditions, within the period for payment of the respective obligation, shall result in:

- a) monetary restatement, from the date on which the obligation becomes due, in the case of Indemnity, the date on which the claim is characterized; and
- b) interest on arrears calculated pro rata temporis, from the first day following the end of the fixed period.

8.2 The index used for monetary restatement shall be the Broad National Consumer Price Index of the Brazilian Institute of Geography and Statistics Foundation (IPCA/IBGE) or the index that replaces it, and shall be calculated on the basis of the positive variation calculated between the last index published prior to the date of the payment obligation and the one published immediately prior to the date of its effective settlement.

8.3 Interest on arrears, calculated from the first day following the end of the period set for payment of the obligation, shall be equivalent to the rate in force for late payment of taxes due to the National Treasury.

8.4 Payment of amounts relating to monetary restatement and interest on arrears shall be made independently of any judicial or extrajudicial interpellation, in a single lump sum, together with the other amounts due.

## 9. Extinction of the Guarantee

9.1 The Guarantee Insurance will be extinguished in the event of the events described in art. 26 of SUSEP Circular 662/2022.

## 10. Disputes and jurisdiction

10.1 Any disputes between the INSURER and the INSURED shall be dealt with in the courts of the INSURED's domicile, i.e. the Federal Court of Rio de Janeiro, and arbitration shall not apply to this insurance contract.

#### 11. Subrogation

11.1 Once the Indemnity has been paid, the INSURER shall be subrogated to the INSURED's rights and privileges against the TAKER and/or third parties whose acts or facts have caused the Claim.

11.2 Any act by the INSURED that diminishes or extinguishes, to the prejudice of the INSURER, the rights referred to in this item shall be ineffective.

#### 12. Competition of Policies and Guarantees

12.1 The use of more than one Guarantee Insurance in the same form to cover the object of this agreement is prohibited, except in the case of complementary Policies.

12.2 In the event that there are two or more different forms of guarantee, each covering the object of this insurance, for the benefit of the same INSURED or beneficiary, the INSURER will be liable, in proportion to the risk assumed, with the other participants, in relation to the common amounts due.

#### 13. Final Provisions

13.1 Policies and Endorsements shall begin and end at midnight on the dates indicated therein.

13.2 The geographical scope of the contracted modalities is considered to be the entire national territory.

13.3 Any translation costs related to the reimbursement of expenses incurred abroad shall be borne entirely by the INSURER.

13.4 This insurance is taken out on an absolute first risk basis, in accordance with article 13 of SUSEP Circular 662/2022.

13.5 The INSURER declares that it is aware of and accepts the terms and conditions of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, especially the hypotheses for the execution of the Bid Bond set out in said Invitation to Tender.

13.6 The guarantee of this Policy is effective for the period established in the Policy, and is valid for at least 360 (three hundred and sixty) days, in accordance with Subsection VI.4 of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas.

13.7 It is hereby established that, specifically for indemnity purposes, this Policy will not cover any damages, losses and/or other penalties arising from the violation of anti-corruption rules perpetrated with the willful participation of the INSURED and/or its representatives.

13.8 It is the responsibility of the UNDERWRITER and the INSURED to check the terms and conditions of this Policy and/or Endorsement, and they fully agree that the INSURANCE COMPANY shall provide and comply with the same as set forth herein.

13.9 This Policy does not allow the reinstatement of its Maximum Guarantee Limit (MCL).

13.10. The INSURED may check the registration status of the BROKER and INSURER on the website [www.susep.gov.br](http://www.susep.gov.br).

13.11 The registration of this plan with SUSEP does not imply, on the part of the Autarchy, any incentive or recommendation to sell it.

13.12. Seven (7) working days after the issue of this document, it can be checked whether the Policy and/or Endorsement has been correctly registered on the SUSEP website [www.susep.gov.br](http://www.susep.gov.br).

14. Notifications

14.1 All notices, demands, instructions, waivers or other information to be provided in relation to this Guarantee Insurance must be written in Portuguese and delivered by personal messenger or courier, upon receipt or correspondence with acknowledgement of receipt, or electronic correspondence, and sent to the UNDERWRITER, INSURED and INSURANCE COMPANY at the addresses shown on the front page of this Policy.

[insert place (city) of signature], [insert date of issue].

[insert name of Insurer]

\_\_\_\_\_ (ASSINATURA) \_\_\_\_\_

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document II

### Model of Proof of Reduction

[Model to be filled in by ANP - DO NOT FILL IN]

#### PROOF OF REDUCTION

This refers to Guarantee Insurance Policy no. [insert policy number] effective from [insert start date in day/month/year format] a [insert end date, in day/month/year format] issued by [insert name of Issuer] CNPJ no. [insert CNPJ number] provided by [insert name of bidder] in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that:

- (i) The amount in reais (R\$), specified below (a), corresponds to the Nominal Value of the Guarantee Insurance Policy for Offer Guarantee contributed under the terms of the Notice of Bids for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas up to the date of this voucher; and
- (ii) The Nominal Value of the Guarantee Insurance Policy shall be reduced to an amount equal to the Remaining Nominal Value, specified below (b), effective as of the date of this voucher.

a) Nominal value:

R\$ [insert Nominal Value]

b) Remaining Nominal Value:

R\$ [insert Remaining Nominal Value]

This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in date/month/year format].

---

[signature]

Name: [insert name]

Position: [insert job title]

## Document III

### Model Notice of Default and Request for Compensation

[Model to be filled in by ANP - DO NOT FILL IN]

#### NOTICE OF DEFAULT AND REQUEST FOR COMPENSATION

Guarantee Insurance Policy No. [insert policy number]

Rio de Janeiro-RJ

Withdrawal Date: ([insert date of payment order, in day/month/year format])

At a glance

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that, as a result of the Open Acreage, the UNDERTAKER has incurred in one of the hypotheses of execution of the bid guarantee provided for in Subsection VI.6 (Execution of the Bid Guarantee) of the Notice of Bids for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Petroleum and Natural Gas.

I request to pay to the National Agency of Petroleum, Natural Gas and Biofuels (ANP) the Nominal Value of R\$ [insert Nominal Value] ([insert amount in words] reais).

Withdrawal in accordance with Guarantee Insurance Policy No. [insert policy number] issued by [insert name of Insurer].

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in date/month/year format].

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

À [insert name of insurer]

[insert insurance company address]

## Document IV

### Model Proof of Exoneration

[Model to be filled in by ANP - DO NOT FILL IN]

### PROOF OF RESIGNATION

This refers to Guarantee Insurance Policy no. [insert policy number] valid from [insert start date, in day/month/year format] a [insert end date, in day/month/year format] issued by [insert name of Issuer] CNPJ no. [insert CNPJ number] provided by [insert name of bidder] in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, certifies the occurrence of one of the hypotheses of exoneration provided for in Subsection VI.7 (Exoneration and return of the bid guarantee) of the Notice of Bids for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Petroleum and Natural Gas.

The bidder's obligations under the above-mentioned policy have ended. The date of discharge becomes the date of issue of this voucher.

This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in date/month/year format].

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## **Policy Annex**

The following provisions of exclusive interest to the TAKER and the INSURER are included in this Annex, in order to comply with the applicable legislation of the Superintendence of Private Insurance (SUSEP), without any prejudice to the INSURED's rights established in this Policy:

### **1. Acceptance**

[the wording and criteria for the topic of Acceptance are at the discretion of each Insurer]

### **2. Prize**

[the wording and criteria on the topic of Premium is left to the discretion of each Insurer]

## ANNEX XV - DEPOSIT RECEIPT MODEL



Recibo de Caução

Grau de sigilo  
#PÚBLICO

### Módulo I – RECIBO DE CAUÇÃO

Agência	Operação	Conta	Dígito (DV)	Data de abertura
---------	----------	-------	-------------	------------------

#### 1 - CAUCIONÁRIO (quem efetua o depósito – titular da conta)

Titular (preencher nome completo ou razão social por extenso)

CPF/CNPJ

#### 2 - Valor Caucionado

Valor R\$	Valor (por extenso)
--------------	---------------------

Forma de Pagamento  
1 – Cheque 2 – Dinheiro 3 – Misto (dinheiro e cheque)

Informar os dados seguintes quando o recebimento ocorrer em cheque

Nº Banco	Nº Cheque	Valor (preencher na forma de numeral e por extenso)
----------	-----------	-----------------------------------------------------

#### Histórico

Para garantia de (preencher dados do documento que comprova a exigência do depósito caução)

#### 3 – Favorecido (quem exige a caução)

Nome (preencher nome completo ou razão social por extenso)  
Agência Nacional do Petróleo, Gás Natural e Biocombustíveis

CPF/CNPJ  
02.313.673/0002-08

#### 4 - Observações

1



## 5 - Condições Gerais

5.1 O levantamento dos recursos pode ser solicitado pelo Caucionário ou pelo Favorecido, com a anuência expressa da parte contrária.

5.2 A documentação abaixo deve ser entregue para o levantamento dos recursos caucionados (saque):

- Módulo I – “Recibo de caução” entregue pela CAIXA ao Caucionário no momento do depósito;
- Autorização expressa para levantamento dos recursos:
  - Módulo II – “Autorização para levantamento da Caução” (fornecido pela CAIXA e entregue ao Caucionário no ato da abertura da conta): preenchido e assinado, com firma reconhecida em cartório, por quem autoriza o levantamento da caução; ou
  - Ofício: emitido em papel timbrado por quem autoriza o levantamento da caução, com autorização expressa para o saque e com assinatura reconhecida em cartório; ou
  - Ofício/Documento com Assinatura Digital; ou
  - Alvará Judicial.
- No caso de PJ, a cópia autenticada em cartório de documento vigente que comprova a representação (levantamento tanto pelo Caucionário quanto pelo Favorecido):
  - documento constitutivo da PJ; ou
  - instrumento de ato de designação/nomeação que comprova que a pessoa que assina consta como RLA; ou
  - ata de assembléia que delegou poderes a quem assina.
- Procuração Pública (levantamento feito por procurador), quando for o caso.

5.2.1 Nas situações de levantamento por meio de Alvará Judicial não é necessária a anuência da parte contrária (Caucionário ou Favorecido).

5.3 Quando o Favorecido for algum dos órgãos abaixo, o levantamento dos recursos pode ser efetuado sem a anuência expressa do Caucionário desde que fique comprovado que o Favorecido deu ciência ao Caucionário:

- órgão da Administração Pública Direta Estadual e Municipal - poderes executivo, legislativo e judiciário estadual ou municipal, Estados e Municípios; ou
- órgão da Administração Pública Indireta (Federal, Estadual e Municipal) - comissões polinacionais, fundações, fundos públicos, empresas públicas e sociedades de economia mista das esferas federal, estadual e municipal e autarquias estaduais e municipais; ou

5.3.1 A comprovação pode ser feita por meio de AR, publicação no Diário Oficial ou outro meio utilizado como imprensa oficial.

2

**SAC CAIXA:** 0800 726 0101  
(informações, reclamações, sugestões e elogios)  
**Para pessoas com deficiência auditiva ou de fala:** 0800 726 2492  
**Ouvidoria:** 0800 725 7474  
[caixa.gov.br](http://caixa.gov.br)



## Recibo de Caução

5.4 É dispensada a anuência do Caucionário bem como a comprovação de comunicação quando o Favorecido for algum dos órgãos abaixo:

- CAIXA; ou
- órgãos da Administração Pública Direta Federal ou Autárquica – órgãos públicos integrantes dos poderes executivo, legislativo e judiciário federal ou autarquias federais.

5.5 O valor depositado em caução também poderá ser retido a título de multa, conforme previsão em edital ou documento que deu origem à caução.

5.6 A CAIXA enquanto Favorecida realiza o levantamento do depósito sob caução, independente de autorização judicial ou comunicação formal, dos valores caucionados a título de indenização. Não sendo possível intimar os Caucionários da decisão administrativa que fixou a indenização, far-se-á sua convocação por Edital, podendo a CAIXA levantar o depósito sob caução, caso esses não venham saldar seus compromissos decorridos 5 dias úteis da convocação.

5.7 O saldo da conta recebe remuneração "pró-rata-die" pelo mesmo índice de remuneração básica, dada pela Taxa Referencial - TR, referente ao primeiro dia do mês. Quando nesse dia a remuneração básica for igual a "0,00" não haverá correção/atualização do saldo no mês.

5.7.1 O valor da remuneração é provisionado diariamente e o crédito é efetuado automaticamente na conta no último dia útil do mês e na data em que ocorra movimentação a débito ou a crédito.

5.8 Sobre os depósitos das contas caução há incidência de Imposto de Renda Retido na Fonte (IRRF), exceto os caucionários imunes, isentos ou beneficiado de alíquota zero.

\_\_\_\_\_  
Local/Data

\_\_\_\_\_  
Assinatura do Caucionário (titular da conta)

\_\_\_\_\_  
Assinatura sob carimbo do Gerente

3

**SAC CAIXA: 0800 726 0101**  
(informações, reclamações, sugestões e elogios)  
**Para pessoas com deficiência auditiva ou de fala: 0800 726 2492**  
**Ouvidoria: 0800 725 7474**  
[caixa.gov.br](http://caixa.gov.br)

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**ANNEX XV - DEPOSIT RECEIPT MODEL**  
**(Additional Information)**

Additional information on the branch of the Caixa Econômica Federal (CEF) issuing the Security Deposit Receipt:

1. Agency name and number: \_\_\_\_\_
2. Full address of agency: \_\_\_\_\_  
CEP \_\_\_\_\_ Cidade/Estado \_\_\_\_\_
3. Agency contact information: E-  
mail \_\_\_\_\_  
Telefone\_( ) \_\_\_\_\_
4. Information from the official who signed the Security Deposit Receipt:  
Nome completo \_\_\_\_\_  
Cargo \_\_\_\_\_  
E-mail \_\_\_\_\_  
Telefone\_( ) \_\_\_\_\_

## ANNEX XVI - EQUIVALENCE OF WORK UNITS

For the purposes of complying with the minimum exploratory program (PEM), the following provisions must be observed:

The categories of geological and geophysical exploratory activities to be converted into Work Units (WUs) will be considered for the purposes of complying with the EMP, as shown in the table below.

**Chart 21 - Description of exploratory activities to comply with the EMP**

Item	Exploratory Activity	Description	Minimum requirements
(a)	Drilling Exploratory Wells	In order to comply with the minimum exploratory program, the exploratory wells must achieve the main objective approved by ANP when the Well Drilling Notification (NPP) was sent.	The drilling of exploratory wells is regulated in clauses 5.18, 15.17, 15.18 and Annex II of the concession agreement, which contain provisions such as the obligation to notify ANP in advance of the start of drilling any well, the non-calculation of Work Units due to failure to meet the main objective approved in the NPP, and the possibility of extending the Exploration Phase due to the drilling of an exploratory well in progress.
(b)	2D and 3D seismic surveys	Seismic surveys will be considered for the purposes of complying with the Minimum Exploratory Program, as long as they are limited and within the area of the exploration block.	The particularities to be observed in the case of the acquisition of non-exclusive data can be found in Annex II of the concession agreement and at the end of Annex XV of the tender protocol.
(c)	2D and 3D seismic reprocessing	The reprocessing of 2D or 3D seismic data must include the migration of data in time and/or depth.	The entire length of the seismic program contained within the block must be reprocessed. Only the portion of the reprocessed seismic program contained within the block will be considered for Work Unit rebates.  The conversion of Seismic Reprocessings into Work Units is limited to a single abatement request for each original seismic program.
(d)	Conventional Gravimetric and Magnetometric Surveys	Conventional gravimetric and magnetometric surveys within the exploration block will be accepted.	The TUs will be counted by type of survey.  In terrestrial basins, the maximum spacing between acquisition lines should be 2,000 m for blocks with an area greater than 1,000 km <sup>2</sup> .  For mature onshore basins, a maximum of 16 TUs will be allocated per block, and for onshore basins in frontier exploration areas, a maximum of 315 TUs will be allocated per exploration block.  In offshore basins, the maximum spacing between acquisition lines should be 1,000 m for blocks with an area of up to 1,000 km <sup>2</sup> and a maximum spacing of 2,000 m for blocks with an area of more than 1,000 km <sup>2</sup> .  For the shallow-water sectors, a maximum of 14 TUs will be allocated per exploration block, while in the deep water sectors a maximum of 56 TUs will be allocated per exploration block.

Item	Exploratory Activity	Description	Minimum requirements
(e)	Gradiometric Gravimetric Surveys, Magnetometric Surveys, Gradiometric Surveys and High-Resolution Gravimetric Surveys	Gradiometric gravimetric surveys, magnetometric surveys, gradiometric surveys and high-resolution gravimetric surveys (abbreviated in the consolidation table as "GRAV AR") acquired within the exploration block will be accepted.	<p>The maximum spacing between acquisition lines should be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and a maximum spacing of 2,000 m for blocks with an area of more than 1,000 km<sup>2</sup>.</p> <p>For mature basins, a maximum of 50 TUs will be allocated per block, and for onshore basins in frontier exploration areas, a maximum of 630 TUs will be allocated per exploration block.</p> <p>For the shallow-water sectors, a maximum of 58 TUs will be allocated per exploration block, while for the deep water sectors, a maximum of 112 TUs will be allocated per exploration block.</p>
(f)	Gamma-spectrometric surveys	Gamma-spectrometric surveys acquired within the exploration block will be accepted.	<p>The maximum spacing between acquisition lines should be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and a maximum spacing of 2,000 m for blocks with an area of more than 1,000 km<sup>2</sup>.</p> <p>In mature basins, a maximum of 13 TUs will be allocated per exploration block.</p> <p>In frontier exploration basins, a maximum of 330 TUs will be allocated per exploration block.</p>

Item	Exploratory Activity	Description	Minimum requirements
(g)	Electromagnetic surveys	Electromagnetic surveys acquired within the exploration block will be accepted.	<p>The maximum spacing between aerial acquisition lines should be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and a maximum spacing of 2,000 m for blocks with an area of more than 1,000 km<sup>2</sup>.</p> <p>For mature basins, a maximum of 50 TUs will be allocated per block and for onshore basins in new frontier areas a maximum of 315 TUs will be allocated per exploration block.</p> <p>Terrestrial electromagnetic surveys using receivers will be accepted.</p> <p>The maximum spacing between receivers should be 1,000m for exploration blocks with an area of up to 1,000 km<sup>2</sup> and up to 5,000m for exploration blocks with an area of more than 1,000km<sup>2</sup>.</p> <p>For mature basins, a maximum of 50 TUs will be allocated per exploration block, while for onshore basins in new frontier areas, a maximum of 315 TUs will be allocated per exploration block.</p> <p>Marine electromagnetic surveys will be accepted, using receivers or receiver lines (km or km<sup>2</sup>).</p> <p>When using receivers, the maximum spacing between receivers should be 3,000m for exploratory blocks with an area of up to 1,000 km<sup>2</sup> and up to 5,000m for exploratory blocks with an area of more than 1,000km<sup>2</sup>.</p> <p>For the shallow-water sectors, a maximum of 18 TUs will be allocated per exploration block, while for the deep water sectors, a maximum of 70 TUs will be allocated per exploration block.</p> <p>When using receiver lines, the maximum spacing between lines will be 1,000m and the maximum spacing between receivers will be 3,000m for exploration blocks with an area of up to 1,000 km<sup>2</sup>.</p> <p>For exploration blocks with an area greater than 1,000km<sup>2</sup>, the maximum spacing between lines should be 2,000m and the maximum spacing between receivers 5,000m.</p> <p>For shallow-water sectors, a maximum of 18 TUs will be allocated per exploration block, while for deep water sectors, a maximum of 70 TUs will be allocated per exploration block.</p>
(h)	Electromagnetic reprocessing	The reprocessing of electromagnetic data must include the inversion of field data.	<p>The entire length of the electromagnetic program contained within the block must be reprocessed. Only the reprocessed portion of the electromagnetic program contained within the block will be taken into account for Work Unit rebates.</p> <p>The conversion of Electromagnetic Reprocessings into Work Units is limited to a single rebate request for each original electromagnetic program.</p>

Item	Exploratory Activity	Description	Minimum requirements
(i)	Surface Geochemical Surveys	<p>In order to comply with the EMP, surface geochemical surveys, both those collected from soil samples in terrestrial environments and those acquired from the surface pedological horizons of the ocean floor (such as the piston core collection method), must analyze at least free hydrocarbon content, detailing the type and concentration of gases and liquids when detected.</p> <p>These data should not be confused with well geochemistry data, which has a different objective and cost to surface geochemistry.</p>	<p>A maximum collection mesh and interval of 500m should be used for blocks with areas of up to 1,000km<sup>2</sup> and a maximum collection interval of 1,000m for blocks with an area greater than 1,000km<sup>2</sup>.</p> <p>For onshore geochemical surveys, by means of sample acquisition, a maximum of 67 TUs per exploration block will be allocated to mature basins, while a maximum of 420 TUs per block will be allocated to onshore basins in new frontier areas.</p> <p>For marine geochemical surveys, by means of sample acquisition, a maximum of 36 TUs per exploration block will be allocated to the shallow-water sectors, while a maximum of 140 TUs per block will be allocated to the deep water sectors.</p>
(j)	Multibeam Bathymetry Surveys	<p>Marine multibeam bathymetry surveys will be accepted for compliance with the Minimum Exploratory Program, provided that the surveys are limited to the interior of the block area and are carried out in accordance with the best acquisition practices for this type of technology.</p>	<p>For the shallow-water sectors, a maximum of 15 TUs will be allocated per exploration block, while for the deep water sectors, a maximum of 63 TUs will be allocated per block.</p> <p>The UT limits proposed were analogous to those required for electromagnetic surveys.</p>

For the purposes of reducing exploratory activities, the equivalence factors in TUs should be taken into account, as shown in the table below.

**Table 22- Equivalence of work units to comply with the EMP**

Description	Measure	Deep and Ultra Deep-Water Sectors	Águas Rasas Sectors	Sectors on Land
<b>Financial Value per TU</b>	<b>R\$/UT</b>	<b>R\$ 283.200,00</b>	<b>R\$ 122.600,00</b>	<b>R\$ 10.700,00</b>
Exploratory Activity	Measure	TU equivalence	TU equivalence	TU equivalence
Exploratory well	UT	1.000	1.000	1.000
2D seismic	UT/km	0,13	0,31	6,64
3D seismic	UT/km <sup>2</sup>	0,25	0,59	22,57
2D reprocessing	UT/km	0,01	0,03	0,20
3D reprocessing	UT/km <sup>2</sup>	0,02	0,04	0,58
Potential GRAV or MAG methods	UT/km	0,01	0,01	0,35
Potential GRAV-AR methods	UT/km	0,02	0,06	1,77
Potential GRAV-GRAD methods	UT/km	0,02	0,06	1,77
MAG-GRAD Potential Methods	UT/km	0,02	0,06	1,77
Terrestrial electromagnetic receiver	UT/Receiver	-	-	0,84
Maritime or aerial electromagnetic (km)	UT/km	0,04	0,09	1,07
Electromagnetic (km <sup>2</sup> )	UT/km <sup>2</sup>	0,08	0,18	-
Electromagnetic reprocessing (km)	UT/km	0,01	0,03	0,12
Electromagnetic reprocessing (km <sup>2</sup> )	UT/km <sup>2</sup>	0,01	0,03	
Geochemistry	UT/Sample	0,17	0,39	0,51
Multibeam Bathymetry	UT/km	0,01	0,01	-

### Reduction factor for non-exclusive surveys

For the purpose of calculating the value to be considered for compliance with the Minimum Exploration Program for the Exploration Phase, the value of the TUs corresponding to the exploratory work carried out will be multiplied by the reduction factor, depending on the time elapsed between the request for the rebate and the conclusion of the acquisition operation, under the terms expressed in the table below.

**Table 23 - Reduction factor for non-exclusive surveys to comply with the minimum exploration program for the exploration phase**

<u>Time elapsed between the request made to ANP for the reduction of the Minimum Exploratory Program and the date of conclusion of the operation to acquire or reprocess the non-exclusive data.</u>	<b>Reducing Factor*</b>
0 - 1 year	1,0
1 - 2 years	0,9
2 - 3 years	0,8
3 - 4 years	0,7
4 - 5 years	0,6
5 - 6 years	0,5
6 - 7 years	0,4
7 - 8 years	0,3
8 - 9 years	0,2
9 -30 years	0,1

## **ANNEX XVII - DECLARATION OF ABSENCE OF IMPEDIMENTS TO SIGNING THE CONCESSION AGREEMENT**

A [*insert name of bidder*] represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares that, for the purposes of complying with the requirements set out in Section IV of the Invitation to Tender for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, there are NO impediments to signing or executing the concession agreement.

It also states that:

- (a) does not employ minors under 18 (eighteen) years of age in any type of night-time, dangerous or unhealthy activity, nor minors under 16 (sixteen) years of age, except as apprentices, from the age of 14 (fourteen);
- (b) has not been declared unfit to agreement with the Public Administration;
- (c) has not been convicted of an environmental crime in the exercise of an activity identical to the subject of this bidding process or of an illegal act harmful to the national or foreign public administration, provided for in Law No. 12.846/2013, established in judicial or administrative proceedings, for which the extinction of punishability has not yet been declared;
- (d) its directors have not been convicted of a bankruptcy crime, a crime against the national financial system, the Public Administration, the tax system, the economic system, consumer relations, the organization of labor or the environment, as well as any crime provided for in Law 14.133/2021, for which the extinction of punishability has not yet been declared; and
- (e) is aware of the existence of court cases numbered 5005509-18.2014.404.7005 (PR), 080036679.2016.4.05.8500 (SE), 0030652-38.2014.4.01.3300 (BA), and 0005610-46.2013.4.01.4003 (PI), with injunctions in force preventing or limiting the execution of exploration activities for unconventional resources using the hydraulic fracturing technique, in the Parnaíba, Sergipe-Alagoas, Recôncavo and Paraná basins, and no compensation, allegation of economic and financial imbalance or return of signature bonuses for the impossibility of using this technique, whether due to administrative or judicial decisions.

---

[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## **ANNEX XVIII - DECLARATION OF RELEVANT PENDING LEGAL OR JUDICIAL PROCEEDINGS**

A [insert the company name of the bidder] represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares, for the purposes of complying with the requirements set out in Section IV of the Invitation to Bid for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Petroleum and Natural Gas, that [insert "there are none" or "there are", as the case may be] relevant legal or judicial pending matters, including those capable of leading to judicial reorganization, bankruptcy or any other event that may affect the financial suitability of this declarant.

[List relevant pending issues, if applicable]

---

[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## ANNEX XIX - TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION BY EXPERIENCE OF THE BIDDER OR ITS CORPORATE GROUP

This document must be completed in accordance with the provisions of the "Technical Qualification" section of the Open Acreage of Concession and the instructions contained in this annex. The information must be clear and objective, at the risk of it not being possible to assess the information presented if it is inaccurate.

### I - Information about the bidder.

A) Company name.

--

B) Main activity of the bidder (description of the main activity of the bidder and areas of activity).

--

C) Corporate control (relationship with its parent company, if applicable).

--

D) Qualification option.

- The bidder must check one option in the table below.

<b>Do you use the experience of the corporate group for technical qualification purposes?</b>	<b>YES</b>	<b>NO</b>

- If information on exploration and production activities carried out by other legal entities that are part of the bidder's corporate group is listed for scoring purposes, the requirements of Subsection X.2.5 of the tender protocol on the presentation of a Performance Guarantee as a requirement for signing a concession agreement as Operator must be observed.

### II - E&P activities under current agreements or projects.

**Instructions for filling in Item II.**

- List only projects in progress or in force on the date this document is filed.
- **Block/Agreement:** describe the name of the block or agreement, group of agreements or project.
- **Location:** inform the sedimentary basin, Blocks, Fields, Agreement, Country of execution of the activity.
- **Form of participation:** state whether you are an operator, non-operator or technical service provider.
- **Description:** include relevant information about the agreement or project, such as operational, geological and environmental characteristics, water depths in the maritime environment, list of exploration or production activities already carried out, among others. If the experience of the corporate group is used, it must also be clearly stated which company in the corporate group is responsible for the activities described.
- If you wish to describe more than one project for each of the following items ("A" to "H"), you must replicate the table for each project.

A) Report E&P activities in areas in an onshore operational environment that are currently in the exploration phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

B) Report E&P activities in areas in an onshore operational environment that is currently in the production phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

--

C) Report E&P activities in areas in the shallow-water operating environment (with water depths of up to 400m) that are currently in the exploration phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

D) Report E&P activities in areas in the shallow-water operating environment (with water depths of up to 400m) that are currently in the production phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

E) Report E&P activities in areas in a deepwater or ultra-deepwater operating environment (with water depths greater than 400m) that are currently in the exploration phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

F) Report E&P activities in areas in a deepwater or ultra-deepwater operating environment (with water depths greater than 400m) that are currently in the production phase.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

G) Report E&P activities in an adverse operating environment. (It is necessary to describe the characteristics that qualify as an adverse environment, under the terms of the "Technical Qualification" section of the tender protocol).

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

H) Provide information on E&P activities in environmentally sensitive areas. (It is necessary to describe the characteristics that qualify as an environmentally sensitive area, under the terms of the "Technical Qualification" section of the tender protocol).

Agreement	Location	Form of Participation	Start of Operation (month/year)
<b>Description</b>			

### III - Length of experience in E&P activities

#### Instructions for filling in Item III.

- **Block/Agreement:** describe the name of the block or agreement, agreement or project.
- **Location:** inform the Sedimentary Basin, Block, Field, Agreement, Country where the activity was carried out.

- **Form of participation:** state whether you are an operator, non-operator or technical service provider.
- **Description:** include relevant information about the agreement or project, such as operational, geological and environmental characteristics, water depths in the maritime environment, list of exploration or production activities already carried out, among others. If the experience of the corporate group is used, it must also be clearly stated which company in the corporate group is responsible for the activities described.
- If you wish to describe more than one project in each of the following items ("A" to "C"), you must replicate the table for each project.

A) Report on E&P activities in an onshore operational environment.

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)
<b>Description</b>				

B) Report E&P activities in shallow-water operating environments (with water depths of up to 400m).

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)
<b>Description</b>				

C) Report E&P activities in deepwater or ultra-deepwater operating environments (with water depths greater than 400m).

Block/Agreement	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)

<b>Description</b>

**IV - Average production volume of oil equivalent as operator.**

**Instructions for filling in Item IV**

- The information presented in the table below must correspond to the production carried out as an Operator over the last 5 years.
- **Description:** include relevant information on blocks, agreements or projects considered to obtain the consolidated data in the table.
  - The data must be filled in in thousands of barrels of oil equivalent per day in accordance with the terms of the "Technical Qualification" section of the tender protocol.
- 

<b>Average oil equivalent production over the last 5 years (thousand boe/d)</b>					
<b>20XX</b>	<b>20XX</b>	<b>20XX</b>	<b>20XX</b>	<b>20XX</b>	<b>Average</b>
<b>Description</b>					

**V - Amount of investments in exploration activities as operator.**

**Instructions for filling in Item V**

- The investments shown in the table below must correspond to investments made as an Operator.
- **Description:** you can include relevant information about agreements or projects considered for the data consolidated in the table.
- The data must be filled in in millions of reais, in accordance with Subsection VIII.3.1.1.4 of the tender protocol.

Operating environment	Amount of investments over the last 5 years (millions of reais)					
	20XX	20XX	20XX	20XX	20XX	Total
Onshore						
Shallow water						
Deep or ultra-deepwater						
	<b>Description</b>					

## VI - HSE aspects

### Instructions for filling in Item VI

- The items will only be scored upon delivery of the documents, in accordance with Subsection VIII.3.1.1.5 of the invitation to tender.

Item	Effective date (month/year)
SMS policy	
Integrated HSE System Certification	

## VII - Additional information

--

I certify, under the penalties provided for in the applicable legislation, the truthfulness, accuracy and fidelity of the information presented in this form.

---

[signature]

Signed by:[insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

**ANNEX XX- TECHNICAL SUMMARY 02: TECHNICAL QUALIFICATION BY EXPERIENCE OF THE MEMBERS OF THE BIDDER'S TECHNICAL STAFF**

This document must be completed in accordance with the provisions of the "Technical Qualification" section of the Open Acreage of Concession tender protocol and the instructions contained in this annex. The information must be clear and objective, at the risk of it not being possible to assess the information presented if it is inaccurate.

**I - Information about the bidder**

A) Company name.

B) Main activity of the bidder (description of the main activity of the bidder and areas of activity).

C) Corporate control (relationship with its parent company, if applicable).

**II - Experience of the technical staff**

**Instructions for filling in item II**

The score for evaluating the experience of a professional who is a member of the technical staff will be awarded in accordance with the table presented in Subsection VIII.3.1.2 of the tender protocol and transcribed below:

**Table 8 - Scoring according to the experience of the technical staff (length of experience of the professional for each area of activity).**

Area of Activity	Score for length of experience (years)		
	2 ≤ T < 5	5 ≤ T < 10	T ≥ 10
Exploration - Earth	3	5	7
Production - Earth	3	5	7
Exploration - Shallow waters	3	5	7

Area of Activity	Score for length of experience (years)		
	2 ≤ T < 5	5 ≤ T < 10	T ≥ 10
Production - Águas Rasas	3	5	7
Exploration - Deep or Ultra Deep Water	3	5	7
Production - Deep or Ultra Deep Water	3	5	7
Operation in Adverse Environments	3	5	7
Operation in Environmentally Sensitive Areas	3	5	7

- Forms A, B, C, D, E, F, G and H must indicate the professionals who make up the technical staff and who have experience correlated to the areas of activity described in Table 8 above.
- Forms relating to areas of activity that do not have professionals for appointment may be deleted.
- For scoring purposes, only one professional per area of activity will be considered.
- The same professional may be nominated in more than one area of activity, provided that the information described on the form is correctly correlated with the area of activity being filled in.
- The Professional relationship subfield should inform whether the professional indicated is an employee, service provider or consultant.
- The Identification and Professional Registration subfield must show the CPF, ID, passport or equivalent and professional registration, as applicable.
- The length of the professional's experience in the related area of activity should be detailed.
- You must detail the companies in which you have worked, and a description of the activities carried out specifically in the area of related activity.
- With regard to fields (c1), (c2) and (c3), new fields (c4), (c5) or as many other fields as necessary can be added, or deleted if unnecessary.
- The Description of Activities field should describe professional experience in each company, exclusively related to the area of activity of the form being completed.
- The Description subfield should include information on professional experience in each company, information on the projects developed, country, sedimentary basin, block or field, water depth, operational and geological characteristics, activities

developed and other pertinent information, exclusively related to the area of activity of the form being completed.

**(A) Exploration - Earth:**

<b>(a) Area of Activity</b>	<b>Exploration - Earth</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(B) Production - Land:**

<b>(a) Area of Activity</b>	<b>Production - Earth</b>
-----------------------------	---------------------------

(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(C) Exploration - Shallow Waters:**

<b>(a) Area of Activity</b>	<b>Exploration - Shallow Waters</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	

	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(D) Production - Shallow Waters:**

<b>(a) Area of Activity</b>	<b>Production - Shallow Waters</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2)	Company	

Description of activities	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(E) Exploration - Deep or Ultra-deep water:**

<b>(a) Area of Activity</b>	<b>Exploration - Deep or Ultra Deep Water</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	

(d) Additional information	
(e) Signature of the professional	

**(F) Production - Deep or Ultra-deep water:**

<b>(a) Area of Activity</b>	<b>Production - Deep or Ultra Deep Water</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(G) Operation in Adverse Environments:**

<b>(a) Area of Activity</b>	<b>Operation in Adverse Environments</b>
-----------------------------	------------------------------------------

(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	
	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

**(H) Operation in Environmentally Sensitive Areas**

<b>(a) Area of Activity</b>	<b>Operation in Environmentally Sensitive Areas</b>	
(b) Technical staff professional	Name	
	Identification and Professional Registration	
	Professional or academic training	
	Professional ties	

	Length of experience in the area of activity (years)	
(c.1) Description of activities	Company	
	Period (start and end)	
	Description	
(c.2) Description of activities	Company	
	Period (start and end)	
	Description	
(c.3) Description of activities	Company	
	Period (start and end)	
	Description	
(d) Additional information		
(e) Signature of the professional		

I certify, under the penalties provided for in the applicable legislation, the truthfulness, accuracy and fidelity of the information presented in this form.

\_\_\_\_\_

[signature]

Signed by:[insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## **ANNEX XXI - TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION AS A NON-OPERATOR**

This document must be completed in accordance with the provisions of the "Technical Qualification" section of the Open Acreage of Concession tender protocol and the instructions contained in this annex. The information must be clear and objective, at the risk of it not being possible to assess the information presented if it is inaccurate.

### **I - Information about the bidder.**

A) Company name.

B) Main activity of the bidder (description of the main activity of the bidder and areas of activity).

C) Corporate control (relationship with its parent company, if applicable).

I certify, under the penalties provided for in the applicable legislation, the truthfulness, accuracy and fidelity of the information presented in this form.

---

[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## ANNEX XXII - TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDERS ALREADY OPERATING IN BRAZIL

This document must be completed in accordance with the "Technical Qualification" section of the Open Acreage of Concession tender protocol and the instructions contained in this annex. The information must be clear and objective, at the risk of it not being possible to assess the information presented if it is inaccurate.

### I - Information about the bidder

A) Company name.

B) Main activity of the bidder (description of the main activity of the bidder and areas of activity).

C) Corporate control (relationship with its parent company, if applicable).

D) Qualification option.

- The bidder must check one option in the table below.

<b>Do you use the experience of the corporate group for technical qualification purposes?</b>	<b>YES</b>	<b>NO</b>

- If information on exploration and production activities carried out by other legal entities that are part of the bidder's corporate group is listed for scoring purposes, the requirements of item 10.2.7 of the tender protocol on the presentation of a Performance Guarantee as a requirement for signing a concession agreement as Operator must be observed.

### II - Information for technical qualification:

Instructions for filling in Item II

- Forms A, B and C - only the names of the blocks or fields and the respective numbers of the concession or production-sharing agreements in which it operates in Brazil as a concessionaire in the capacity of Operator must be informed.
- Form D - only the names of the blocks or fields and the respective numbers of the concession or production-sharing agreements in which it operates in Brazil as a concessionaire in the capacity of non-operator must be informed.

More than one agreement can be indicated for each sub-item (A, B, C or D). In this case, a new line must be added to the form.

(A) List of concession or production-sharing agreements for which the block or field is located onshore and the bidder acts as operator:

Block or Field	Agreement	Date Signed

(B) List of concession or production-sharing agreements where the block or field is located in shallow water (water depths of up to 400 meters) and the bidder acts as operator:

Block or Field	Agreement	Date Signed

(C) List of concession or production sharing agreements whose block or field is located in deep or ultra-deep waters (water depths greater than 400 meters) and the bidder acts as operator:

Block or Field	Agreement	Date Signed

(D) List of concession or production sharing agreements in which the bidder acts as a non-operator

Block or Field	Agreement	Date Signed

(E) Additional information

--

I certify, under the penalties provided for in the applicable legislation, the truthfulness, accuracy and fidelity of the information presented in this form.

\_\_\_\_\_

[signature]

Signed by:[insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

## **INSTRUCTIONS FOR COMPLETING THE TECHNICAL SUMMARY 04**

### **1. General Instructions:**

1.1. Technical summary 04 must be submitted in the cases provided for in the tender protocol for the Open Acreage for the Award of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, in accordance with the model in ANNEX XXI, entitled TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDERS WHO ARE ALREADY OPERATING IN BRAZIL. Only technical summaries submitted in the form of the model mentioned above will be analyzed.

1.2. When filling in the technical summary 04, the text must be adapted to that requested for the technical qualification, in accordance with item 8.4.6 of the call for bids for the Open Acreage for the Granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, enabling ANP to identify the elements that will be analyzed.

1.3. The items that must be included in the technical summary are:

- I. List of concession or production sharing agreements for which the block or field is located onshore and the bidder acts as operator.
- II. List of concession or production sharing agreements for which the block or field is located in shallow water (water depths of up to 400 meters) and the bidder acts as operator.
- III. List of concession or production sharing agreements whose block or field is located in deep or ultra-deepwater (water depths greater than 400 meters) and the bidder acts as operator.
- IV. List of concession or production sharing agreements in which the bidder acts as a non-operator.

### **2. Filling in the items in the technical summary 04:**

2.1. Items I, II, III and IV: the bidder must provide the numbers of the concession or production sharing agreements in which it operates as a concessionaire or contractor in Brazil.

**ANNEX XXIII - SUMMARY OF FINANCIAL STATEMENTS (ONLY FOR FOREIGN LEGAL ENTITIES)**

This form, applicable only to foreign bidders based abroad, must be filled out in R\$ (real) with the summarized information from the bidder's financial statements for the last three (3) fiscal years.

The exchange rate (purchase) of the currency of origin, corresponding to the closing date of each fiscal year, published by the Central Bank of Brazil, should be used to convert the Balance Sheet into R\$ (reais).

The conversion criterion indicated in paragraph 40 of technical pronouncement CPC 02 should be used to convert the Income Statement for the year, i.e. the average exchange rate for each financial year.

<b>ACTIVE</b>	<b>Date:</b> _____	<b>Date:</b> _____	<b>Date:</b> _____	<b>LIABILITIES</b>	<b>Date:</b> _____	<b>Date:</b> _____	<b>Date:</b> _____
Current (a)				Current (a)			
Non-current (b= c+d+e+f)				Non-current (b)			
Long-term assets (c)				Shareholders' equity (c)			
Investments (d)							
Fixed assets (e)							
Intangible (f)							
<b>TOTAL</b> (g = a + b)				<b>TOTAL</b> (d=a+b+c)			

INCOME STATEMENT FOR THE YEAR	Year: _____	Year: _____	Year: _____
GROSS REVENUE			
LAIR			
NET INCOME			

Observations / Explanatory Notes <sup>8</sup>

**Accountant responsible**

Name: \_\_\_\_\_

Professional Registration: \_\_\_\_\_

Signature: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

**Bidder's administrator**

Name: \_\_\_\_\_

Id: \_\_\_\_\_

Signature: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

*[signature]*

Signed by: *[insert the name(s) of the accredited representative(s) of the bidder]*

Place and date: *[insert place and date]*

\_\_\_\_\_

<sup>8</sup> Issued by an independent auditor or accountant, if applicable.

## ANNEX XXIV - SIGNATORY INFORMATION

*[insert the company name of the winning bidder]* represented by its accredited representative(s), presents the following information for the signing of the concession agreement(s):

*[If the concession agreement is signed by an affiliate, the above paragraph shall be **SUBSTITUTED** by the following paragraph]:*

*[insert company name of winning bidder]* the winning bidder, represented by its accredited representative(s), declares, before the National Agency of Petroleum, Natural Gas and Biofuels - ANP, that it delegates the signing of the concession agreement to its affiliate *[insert name of affiliate]* and presents the following information for signing the concession agreement:

**Block(s) or Area(s):***[insert the code(s)/name(s) of the block(s) or area(s) which are the subject of the concession contract(s)]*

**Name of winning bidder:***[insert company name of successful bidder]*

### **Signatory's details:**

**Name of the signatory of the concession agreeent(s):***[insert company name of signatory]*

**CNPJ registration:***[insert signatory's CNPJ registration number]*

Full address: *[insert address]*

City: *[insert city name]*

State: *[insert name of state]*

ZIP CODE: *[insert zip code]*

**Accredited representative(s) of the Signatory, named in the power of attorney for the appointment of accredited representatives who will sign the concession agreement(s):**

Name: *[insert name]*

Position: *[insert position (this information will appear in the concession contract)]*

E-mail: *[insert email address]*

Name: *[insert name]*

Position: *[insert position (this information will appear in the concession contract)]*

E-mail: *[insert email address]*

---

*[signature]*

Signed by: *[insert name(s) of accredited representative(s) of successful bidder]*

Place and date: *[insert place and date]*

**ANNEX XXV - MODEL LETTER OF CREDIT FOR COMPLIANCE WITH THE  
MINIMUM EXPLORATORY PROGRAM (PEM) OR INITIAL WORK PROGRAM  
(PTI)**

**PART 1 - NATIONAL LETTER OF CREDIT TEMPLATE**

**IRREVOCABLE LETTER OF CREDIT GUARANTEE**

ISSUED BY [Insert name of bank]

Date: [insert date in day/month/year format]

No. : [insert Letter of Credit number]

Initial Nominal Value: R\$ [insert Nominal Value] [insert amount in full] reais).

À

**National Agency for Petroleum, Natural Gas and Biofuels - ANP**

Avenida Rio Branco, 65 - 19th floor - Centro

CEP20090-004 - Rio de Janeiro, RJ - Brazil

Dear Sirs,

1. [Insert name of Bank], incorporated under the laws of [insert the name of the country, for example: Federal Republic of Brazil], the ISSUER, hereby issues in favor of the National Agency of Petroleum, Natural Gas and Biofuels (ANP), an agency of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, Irrevocable Letter of Credit in Guarantee no.[insert Letter of Credit number]through which the ISSUER authorizes ANP to draw, in a single drawing, the Nominal Amount of R\$ [insert Nominal Amount] ([insert nominal value in full] reais), adjusted by the IGP-DI under the terms of the Concession Agreement, upon presentation of a *Payment Order* and a *Drawing Proof*

(defined below) at the establishment of the LENDER mentioned in Clause 5 of this Letter of Credit, during the Drawing Period (as defined in Clause 4 of this Letter of Credit).

**1.1.** [The monetary value of the PEM or PTI commitment, guaranteed by this letter of credit, will be automatically updated by the IGP-DI variation, from the date of signing the Concession Agreement until the date of actual payment, in any event of execution of this guarantee provided for in the Concession Agreement]. **(SUGGESTED CLAUSE IF THE CONCESSIONAIRE OPTS FOR THE FORM OF AUTOMATIC UPDATING PROVIDED FOR IN THE SIXTH CLAUSE OF THE CONCESSION AGREEMENT FOR EXPLORATION BLOCKS OR IN THE FOURTEENTH CLAUSE OF THE CONCESSION AGREEMENT FOR AREAS WITH MARGINAL ACCUMULATIONS).**

2. This Letter of Credit has been drawn up in accordance with Concession Agreement no. [insert Concession Contract number] concerning the block/area/field(s) [insert code(s)/name(s) of block/area/field(s) covered by the Concession Contract] entered into on [insert date, in day/month/year format] between ANP and the concessionaire(s) [insert the corporate name(s) of the signatory(ies)] constituted under the laws of the Federative Republic of Brazil.

3. The Nominal Value of the Letter of Credit will initially be R\$ [insert Nominal Value] ([insert nominal value in full] reais).

4. The monetary value of the PEM or PTI commitment secured by this Letter of Credit shall be adjusted by the IGP-DI, under the terms of the Concession Agreement, and may be drawn by ANP in accordance with the provisions of Clause 5 of this Letter of Credit, on any Banking Day during the Drawing Period beginning at 10 a.m. and ending at 4 p.m., Rio de Janeiro time, comprised of the day [insert the date referring to the first day of the month in which the Concession Contract was signed, according to the cycle schedule, in day/month/year format] to the day [insert date in day/month/year format, 180 days after the last day of the Exploration or Rehabilitation Phase].<sup>9</sup> (Drawdown Period). "Banking Day" means any day other than Saturday, Sunday or any other day on which commercial banks

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<sup>9</sup> Insert the date 180 days after the last day of the Exploration or Rehabilitation Phase in question, as directed by ANP.

in the city of Rio de Janeiro are authorized or obliged by law, regulatory rule or decree to close.

5. A withdrawal may only be made on the basis of this instrument upon presentation by ANP to the LENDER of a Payment Order, in accordance with Document I (Model of Payment Order) attached hereto, and a *Proof of Withdrawal*, executed by ANP, in accordance with Document II (Model of Proof of Withdrawal). The presentation of the Payment Order and the Proof of Withdrawal shall be made at the establishment of the ISSUER in the city of Rio de Janeiro, located at [insert Issuer's address] or at any other address in the city of Rio de Janeiro designated by the ISSUER to ANP by means of a notification made in accordance with the provisions of Clause 9 of this Letter of Credit.

6. Upon presentation by ANP, during the Drawing Period, of the Payment Order and the Drawing Proof at the establishment designated by the LENDER in Clause 5 of this Letter of Credit, the LENDER shall pay, in Real (R\$), the Nominal Value, adjusted by the IGP-DI under the terms of the Concession Agreement, in accordance with the procedure established in the Drawing Proof. The LENDER must make the payment within 3 (three) banking days immediately following submission of the request.

7. This Letter of Credit will expire on the occurrence of the first of the following events: (i) on [insert date in day/month/year format, after 180 days from the last day of the Exploration Phase].<sup>10</sup>(ii) the date on which ANP submits to the LENDER a proof executed by ANP pursuant to Document III (Proof of Completion Model); and (iii) the irrevocable payment by the LENDER to ANP as defined in Clause 6 of this Letter of Credit of the Nominal Amount, adjusted by the IGP-DI pursuant to the Concession Agreement, through an appropriate drawing. However, any drawdown correctly made before the expiry of this Letter of Credit shall be honored by the LENDER. In the event that the establishment designated by the LENDER in Clause 5 of this Letter of Credit is closed on the date defined in (i) of this Clause 7, the expiration date of this Letter of Credit and the Drawing Period shall extend until the next banking day on which said establishment is open.

8. Only ANP may draw on this Letter of Credit, as well as exercise any other rights defined herein.

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<sup>10</sup> Insert the date 180 days after the last day of the Exploration or Rehabilitation Phase in question, as directed by ANP.

9. Notifications

All notices, demands, instructions, waivers or other information to be provided in connection with this Letter of Credit must be written in Portuguese and delivered by personal messenger or *courier*, registered mail, email or fax, and forwarded to the address below:

(i) If for the ISSUER:

[insert Issuer's corporate name]

[insert Issuer's address]

[insert zip code]

[insert city name]

Email:

Fax:

(ii) If for ANP:

For exploration blocks

Exploration Superintendence (SEP)

Avenida Rio Branco, 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Email:

Fax (21) 2112-8129 and (21) 2112-8139

For areas with marginal accumulations

Development and Production Superintendence (SDP)

Avenida Rio Branco, 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Fax (+55 21) 3797-6399

10. The addresses and fax numbers for forwarding information regarding this Letter of Credit may be changed by the ISSUER or ANP by notifying the other party at least 15 (fifteen) banking days prior to the date of the change.

11. This Letter of Credit establishes, in full and unconditional terms, the obligation of the LENDER. Such obligation shall in no way be altered or amended on the basis of any document, instrument or agreement, except: (i) the Payment Order; (ii) the Proof of Drawing; (iii) the Proof of Completion; and (iv) the approval by ANP of the Assignment of Rights and Obligations under the terms of the Concession Agreement, as well as, at the EMITTER's discretion, when ANP approves the extension or suspension of the schedule of the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI) provided for in the Concession Agreement.

12. This Letter of Credit, under the terms and conditions presented herein and for the purpose for which it is intended, is a valid, legal and enforceable document in the place where it is collected, and the LENDER may not make any claim of any nature against ANP that would prevent its full and complete enforcement.

Sincerely,

[Insert Bank name]

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

**Document I**  
**Sample Payment Order**

*[Model to be filled in by ANP - DO NOT FILL IN].*

**Concession Agreement [ Insert Agreement]**

**PAYMENT ORDER**

Letter of Credit No. [insert Letter of Credit number]

Rio de Janeiro - RJ

Withdrawal date: [insert date, in day/month/year format]

In sight

Pay to the order of the National Agency of Petroleum, Natural Gas and Biofuels - ANP, the nominal value of R\$ [insert Nominal Value] ([insert amount in words] reais).

Drawing against Irrevocable Letter of Credit No. [insert Letter of Credit number] issued by [insert name of Issuer].

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

À [insert name of bank]

[insert bank address]

## Document II

### Proof of Withdrawal Template

[Model to be filled in by ANP - DO NOT FILL IN].

**Concession Agreement [ Insert Agreement]**

### PROOF OF WITHDRAWAL

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number] dated [insert date, in day/month/year format] issued by [insert name of Issuer] in favor of the National Petroleum, Natural Gas and Biofuels Agency (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that the Exploration Phase ended on XX/XX/XXXX<sup>11</sup>, without compliance with the Minimum Exploration Program or the Initial Work Program.

The payment of the updated Nominal Value in reais (R\$), contained in Letter of Credit No. [insert Letter of Credit number] must be paid by the ISSUER into the following account:

[ANP will provide the procedures for payment].

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This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]..

---

<sup>11</sup>Enter the last day of the Operation or Rehabilitation Phase for which the Letter of Credit was issued.

---

[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

**Document III**

**Proof of Completion Model**

Model to be filled in by ANP - DO NOT FILL IN].

**Concession Agreement [ Insert Agreement]**

**PROOF OF COMPLETION**

This refers to Irrevocable Letter of Credit No. [insert Letter of Credit number]dated [insert date, in day/month/year format]issued by [insert name of Issuer] in favor of the National Petroleum, Natural Gas and Biofuels Agency (ANP).

The undersigned, duly authorized to sign this Proof on behalf of ANP, hereby certifies that:

- (i) The amount allocable to the Letter of Credit, relating to full compliance with the Minimum Exploratory Program (EMP) or Initial Work Program (IWP), has been complied with by the Concessionaire(ies); and
- (ii) The Letter of Credit expires on the date of this voucher.

This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]..

\_\_\_\_\_  
[signature]

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

**ANNEX XXV - MODEL LETTER OF CREDIT FOR COMPLIANCE WITH THE  
MINIMUM EXPLORATORY PROGRAM (PEM) OR INITIAL WORK PROGRAM  
(PTI)**

**PART 2 – FORM OF STANDBY LETTER OF CREDIT FOR COMPLIANCE WITH  
THE MINIMUM EXPLORATION PROGRAM (PEM) OR THE INITIAL WORK  
PROGRAM (PTI)**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

ISSUED BY [insert Bank name]

**Effectiveness:**

Date of Issuance: [insert date in the format month/day/year]

Effective Date:

Maturity Date:

No.: [insert Standby Letter of Credit number]

Face Amount: [insert amount in writing] USD (US\$[insert par value])<sup>12</sup>

Face Amount in Reais: [insert amount in writing] (R\$[insert par value])

Value of the Obligation to Perform the PEM or PTI: *[insert amount in writing]* USD (US\$  
*[insert par value]*)

Value in Reais of the Obligation to Perform the PEM or PTI: *[insert amount in writing]* (R\$  
*[insert par value]*)

**Beneficiary:**

**National Agency of Petroleum, Natural Gas and Biofuels – ANP**

Av. Rio Branco, 65 – 19<sup>th</sup> floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

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<sup>12</sup> The Face Amount in USD (US\$) is equivalent to the Face Amount in Reais (R\$) converted at the rate indicated in the item 10.16 of the Tender Protocol for the Open Acreage Concession Modality.

Dear Sirs,

1. At the request of the concessionaire(s) [insert the corporate name(s) of the signatory(ies)], the [insert Bank name], incorporated under the laws of [insert country according to the example: Federative Republic of Brazil], as the ISSUER, hereby issues this Irrevocable Standby Letter of Credit No. [insert Standby Letter of Credit number], in favor of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP, an independent agency of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, through which the ISSUER authorizes ANP to withdraw, in a lump sum, the maximum aggregate amount of [insert Face Amount in writing] USD (US\$ [insert Face Amount]).

2. The Value in Reais (R\$) of the obligation to perform the Minimum Exploration Program (PEM) or the Initial Work Program (PTI), secured by this Standby Letter of Credit, shall be adjusted annually by the Brazilian Price Index named IGP-DI pursuant to the Concession Agreement, at the end of each year subsequent of the date of issuance of this standby letter of credit.

2.1. *[The Value in Reais (R\$) of the obligation to perform the Minimum Exploration Program (PEM) or the Initial Work Program (PTI), secured by this Standby Letter of Credit, shall be automatically adjusted by the IGP-DI variation from the date of issue to the date of the effective payment, in any of the execution events of this bond as provided for in the concession agreement.].* **(SUGGESTED SECTION IN CASE THE CONCESSIONAIRE CHOOSES THE AUTOMATIC ADJUSTMENT SET FORTH IN SECTION SIX OF THE CONCESSION AGREEMENT OF EXPLORATION BLOCKS OR IN SECTION FOURTEEN OF THE CONCESSION AGREEMENT OF AREAS WITH MARGINAL ACCUMULATIONS).**

3. Within 30 (thirty) days after the end of each year subsequent of the date of issuance, at the request of the concessionaire(s) [insert the corporate name(s) of the signatory(ies)], the ISSUER shall issue an amendment to this standby letter of credit in order to equate, if necessary, the Face Amount in USD (US\$) to the adjusted Face Amount in Reais (R\$),

based on the adjusted value in Reais (R\$) of the obligation to perform the PEM or the PTI referred in section 2 of this standby letter of credit.

4. ISSUER undertakes to Beneficiary to pay Beneficiary's demand for payment of an amount up to [insert Face Amount in writing] USD (US\$ [insert Face Amount]), necessary to equate to the Face Amount in Reais (R\$), adjusted by IGP-DI according with the section 2 under this Standby Letter of Credit, upon presentation of ANNEX A (Payment Demand) and ANNEX B (Proof of Withdrawal), as defined below, at the ISSUER's branch referred to in Section 8 of this Standby Letter of Credit, during the Period of Withdrawal (as defined in Section 7 below).

5. This Standby Letter of Credit was prepared according to Concession Agreement No. [insert Concession Agreement number], related to block(s)/area(s)/field(s) [insert the code(s)/name(s) of the block(s)/area(s)/field(s) object of the Concession Agreement], executed on [insert date in the format month/day/year] by and between ANP and the concessionaire(s) [insert the corporate name(s) of the signatory(ies)], organized under the laws of the Federative Republic of Brazil.

6. The Face Amount of the Standby Letter of Credit shall initially be [insert amount in writing] USD dollars (US\$ [insert face amount]).

7. The Value in Reais (R\$) of the obligation to perform the Minimum Exploration Program (PEM) or the Initial Work Program (PTI), secured by this Standby Letter of Credit, shall be annually adjusted by the IGP-DI pursuant to the Concession Agreement and may be withdrawn by ANP according to the provisions in Section 8 of this Standby Letter of Credit on any Banking Day during the Period for Withdrawal, from 10 a.m. to 4 p.m., Rio de Janeiro time, from [insert first day of the month of execution of the Concession Agreement pursuant to the cycle schedule, in the format month/day/year] to [insert date in the format month/day/year] (the "Period for Withdrawal"). "Banking day" means any day, except for Saturday, Sunday, or any other day on which commercial banks of the city of Rio de Janeiro are authorized or required by law, regulatory rule, or decree, to remain closed.

8. A withdrawal may only be made based on this instrument upon submission of a Payment Order by ANP to the ISSUER, pursuant to ANNEX A (Payment Demand) attached hereto,

and of a Proof of Withdrawal, executed by ANP, pursuant to ANNEX B (Form of Proof of Withdrawal) attached hereto. The Payment Demand and Proof of Withdrawal shall be presented at the ISSUER's branch, in Rio de Janeiro, located at [insert Issuer's address] or at any other address in Rio de Janeiro indicated by the ISSUER to ANP upon notice, as provided for in Section 12 of this Standby Letter of Credit.

9. Upon submission of the Payment Demand and the Proof of Withdrawal by ANP during the Period of Withdrawal at the branch indicated by the ISSUER in Section 8 of this Standby Letter of Credit, the ISSUER shall pay the Face Amount in USD (US\$) necessary to equate to the Face Amount in Reais (R\$) adjusted by IGP-DI, according to the procedure established in the Proof of Withdrawal. The Issuer shall make the payment within three (3) banking days of the date of submission of the request.

10. This Standby Letter of Credit shall expire on the earlier of the following events: (i) on [insert the maturity date in the format day/month/year], (ii) decrease in the Face Amount of this Standby Letter of Credit to zero, (iii) the date on which ANP presents to the ISSUER a Proof made by ANP, as provided for in ANNEX C (Proof of Completion), and (iv) irrevocable payment by the ISSUER to ANP, as defined in Section 9 of this Standby Letter of Credit, of the Face Amount adjusted by the IGP-DI pursuant to the Concession Agreement, through adequate withdrawal. However, any withdrawal correctly made before expiration of this Standby Letter of Credit shall be honored by the ISSUER. In case the ISSUER's branch referred to in Section 8 of this Standby Letter of Credit is closed on the date mentioned in item (i) of this Section 10, the maturity date of this Standby Letter of Credit and the Period of Withdrawal shall be extended to the subsequent banking day on which the above mentioned branch is open.

11. Only ANP may withdraw this Standby Letter of Credit, as well as exercise any other rights defined herein.

## 12. Notices

All notices, requirements, instructions, waivers, or other information to be provided related to this Standby Letter of Credit shall be written in Portuguese and delivered by a personal messenger, courier, mail services, email or fax and forwarded to the following address:

- i. If to the ISSUER:

[insert Issuer's name]

[insert Issuer's address]

[insert Zip Code]

[insert city]

Email:

Facsimile:

- ii. If to ANP:

Exploration Blocks

Superintendence of Exploration – SEP

Avenida Rio Branco, 65 – 19<sup>th</sup> floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

Email:

Facsimile: (+55 21) and 2112 8419

Areas with marginal accumulations

Superintendence of Development and Production – SDP

Avenida Rio Branco, 65 – 19<sup>th</sup> floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

Facsimile: (+55 21) 3797-6399

13. Addresses, emails and fax numbers for sending information related to this Standby Letter of Credit may be changed by the ISSUER or ANP upon notice to the other party at least fifteen (15) banking days before the date of the change.

14. This Standby Letter of Credit establishes, in full and unconditional terms, the ISSUER'S obligation, which shall not be, in any way, changed or amended based on any document,

instrument, or agreement, except for the: (i) Payment Demand; (ii) Proof of Withdrawal; (iii) Proof of Completion; (iv) approval by ANP of the Assignment of Rights and Obligations, pursuant to the Concession Agreement, as well as, at the ISSUER'S discretion, upon approval, by ANP, of the extension or suspension of the schedule of the Minimum Exploration Program (PEM) or the Initial Work Program (PTI), provided for in the Concession Agreement.

15. This Standby Letter of Credit, under the terms and conditions presented herein and for the intended purpose, is a valid and lawful document enforceable in the location of charge, and the ISSUER may not present any argument to ANP preventing its full and total execution.

16. ISSUER's charges and fees for issuing, amending or honoring this Standby Letter of Credit are for the account of [insert the corporate name(s) of the signatory(ies) of the Concession Agreement] and shall not be deducted from any payment ISSUER makes under this Standby Letter of Credit.

Kind regards,

[Insert name of Bank]

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[signature]

Name: [insert name of the person responsible for the issue]

Title: [insert title of the person responsible for the issue]

**ANNEX A**

**Form of Payment Demand**

[Form to be filled out by ANP – DO NOT FILL OUT.]

**PAYMENT DEMAND**

Standby Letter of Credit Nº. [insert Standby Letter of Credit number]

Rio de Janeiro – RJ

Date of Withdrawal:[insert date in the format month/day/year]

In Cash

The face amount of [insert Face Amount in writing] (US\$ [insert Face Amount]) shall be paid, converted to Reais (R\$) according the conversion principle indicated in the item 10.16 of the Tender Protocol for the Open Acreage Concession Modality, on order of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP.

Withdrawal of Irrevocable Standby Letter of Credit No. [insert Standby Letter of Credit number] issued by [insert Issuer's name].

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

---

[signature]

Name: [insert name of the person responsible for the issue]

Title: [insert title of the person responsible for the issue]

To [insert Bank name]

[insert Bank's address]

**ANNEX B**

**Form of Proof of Withdrawal**

[Form to be filled out by ANP – DO NOT FILL OUT.]

**PROOF OF WITHDRAWAL**

This refers to Irrevocable Standby Letter of Credit N°. [insert Standby Letter of Credit number], dated [insert date in the format month/day/year], issued by [insert Issuer's name] to the benefit of National Agency of Petroleum, Natural Gas, and Biofuels – ANP.

The undersigned, duly authorized to sign this Proof on behalf of ANP, hereby certifies that: (i) the Concession Agreement was terminated without compliance with the Minimum Exploration Program (PEM) or the Initial Work Program (PTI); (ii) the Minimum Exploration Program (PEM) or the Initial Work Program (PTI) was not complied with by the Concessionaire(s) as of [insert date in the format month/day/year].<sup>13</sup>

Payment of the Face Amount in USD (US\$), converted to Reais (R\$) as set forth in Section 2 of the Standby Letter of Credit N°. [insert Standby Letter of Credit number] must be made by the ISSUER to the following account:

[ANP shall provide for the payment procedures.]

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This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

[signature]

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<sup>13</sup>Enter the last day of the Exploration Phase for which the Standby Letter of Credit was issued.

Name: [insert name of the person responsible for the issue]

Title: [insert title of the person responsible for the issue]

## ANNEX C

### Form of Proof of Completion

[Form to be filled out by ANP – DO NOT FILL OUT.]

#### PROOF OF COMPLETION

In reference to Irrevocable Standby Letter of Credit N°. [insert Standby Letter of Credit number], dated [insert date in the format month/day/year], issued by [insert Issuer's name] to the benefit of National Agency of Petroleum, Natural Gas, and Biofuels - ANP.

The undersigned, duly authorized to sign this Proof on behalf of ANP, hereby certifies that:

- (i) The amount allocable to the Standby Letter of Credit for full compliance with the Minimum Exploration Program (PEM) or the Initial Work Program (PTI) was paid by the Concessionaire(s), or the Standby Letter of Credit was duly replaced with another instrument of guarantee accepted by ANP; and
- (ii) The Standby Letter of Credit expires on the date of this proof.

This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas, and Biofuels – ANP on [insert date in the format month/day/year].

---

[signature]

Name: [insert name of the person responsible for the issue]

Title: [insert title of the person responsible for the issue]

## ANNEX XXVI - GUARANTEE INSURANCE MODEL FOR COMPLIANCE WITH THE MINIMUM EXPLORATORY PROGRAM (PEM) OR INITIAL WORK PROGRAM (PTI)

### GUARANTEE INSURANCE POLICY

**Guarantee Insurance Policy No.** [insert Guarantee Insurance Policy number]

**Date of Issue:** [insert date of issue of the Guarantee Insurance Policy]

**SUSEP Registration Number:** [insert SUSEP registration number]

**Proposal:** [insert number]

**Internal Control (Control Code):** [insert number]

### QUALIFICATION OF THE PARTIES

#### Insurer details (INSURER)

Name: [insert name of Insurer]

CNPJ: [insert CNPJ registration number]

Address: [insert Insurer's address]

[insert zip code] [insert city and state]

Email: [insert email address]

#### Broker data (BROKER) - Optional

Name: [insert Broker name]

CNPJ: [insert CNPJ registration number]

Address: [insert Broker's address]

[insert zip code] [insert city and state]

Email: [insert email address]

#### Data of the Borrower

Name: [insert name of concessionaire or contractor]

CNPJ: [insert CNPJ registration number]

Address: [insert Borrower's address]

[insert zip code] [insert city and state]

Email: [insert email address]

**Data of the Insured (INSURED)**

For exploration blocks

National Agency for Petroleum, Natural Gas and Biofuels - ANP

CNPJ No. 02.313.673/0002-08

Exploration Superintendence - SEP

Avenida Rio Branco, 65, 19º andar - Centro.

CEP 20090-004 - Rio de Janeiro, RJ - Brazil.

Email: sep\_garantias@anp.gov.br

For areas with marginal accumulations

National Agency for Petroleum, Natural Gas and Biofuels - ANP

CNPJ No. 02.313.673/0002-08

Development and Production Superintendence - SDP

Avenida Rio Branco, 65, 19º andar - Centro.

CEP 20090-004 - Rio de Janeiro, RJ - Brazil.

Email: [insert email address]

**MAIN OBJECT**

**Main Object Data - Agreement for Exploration or Rehabilitation and Production of Oil and Natural Gas (AGREEMENT).**

Agreement number: [insert Agreement number] / [insert year]

Bid Round: [insert the Bid Round to which the Agreement relates]

Block: [insert the name of the Block / Area / Field covered by the Agreement]

Agreement Signature Date: [insert Agreement Signature Date]<sup>14</sup>

Consortium: [insert the names of all Consortium members, if any]

### **GUARANTEED AMOUNT AND POLICY TERM**

Guaranteed Value / Insured Amount: R\$ [insert Nominal Value of Policy] ([insert full amount] reais)

Start of validity: [insert date<sup>15</sup>, in day/month/year format]

End of Term: [insert date, in day/month/year format, in accordance with the provisions of the Invitation to Tender and the Contract]

### **GUARANTEED OBLIGATION**

Through this Guarantee Insurance Policy, the INSURER guarantees the INSURED's compliance with the obligations of the TAKER, assumed through the AGREEMENT, relating to compliance with the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI).

Indemnity Guarantee, in the amount established in the Policy, considering the reductions of the guaranteed amount, for the default of the UNDERWRITER in relation to its obligation to fully execute, during the Exploration Phase or the Rehabilitation Phase, the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI), as defined in the Annex called Minimum Exploratory Program or Initial Work Program of the AGREEMENT, and for this purpose it must spend the amounts that are necessary, observing the provisions of AGREEMENT no. [insert contract number].

The monetary value of the Minimum Exploratory Program (PEM) or Initial Work Program (PTI) will be adjusted by the General Price Index - Internal Availability (IGP-DI) under the terms of the AGREEMENT.

The Premium for this Policy is R\$ [insert Nominal Value] ([insert amount in words] reais).

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<sup>14</sup> In the case of guarantees submitted for CONTRACTS that have not yet been signed, insert "to be signed by [Contract Signing Deadline, according to cycle schedule]".

<sup>15</sup> In the case of guarantees presented for CONTRACTS that have not yet been signed, insert "[first working day of the month in which the CONTRACT is to be signed, according to the cycle schedule]".

The following documents, which we hereby ratify, form an integral and inseparable part of the Policy:

- I. Document I - Contractual Conditions;
- II. Document II - Model Notice of Default and Request for Compensation;
- III. Document III - Proof of Completion Model;
- IV. Tender Protocol for Exploration or Rehabilitation and Production of Oil and Natural Gas; and
- V. Agreement for Exploration or Rehabilitation and Production of Oil and Natural Gas No. [insert contract number] (AGREEMENT).

This Policy has reinsurance cover provided by [insert name of Reinsurer], through reinsurance contract no. [insert number], dated [insert date, in day/month/year format]..

This Policy is governed by SUSEP Circular No. 662/2022, and by the Contractual Conditions determined by the INSURED - NATIONAL AGENCY FOR OIL, NATURAL GAS AND BIOFUELS (ANP).

[insert place (city) of signature], [insert date of issue].

[insert insurance company name]

\_\_\_\_\_ (ASSINATURA) \_\_\_\_\_

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document I

### CONTRACTUAL CONDITIONS

#### 1. Guaranteed Obligation

1.1 It is understood that this Guarantee Insurance guarantees the faithful fulfillment of the obligations of the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI) assumed in the AGREEMENT, in accordance with Law No. 9.478/1997 and/or Law No. 12.351/2010, as applicable.

#### 2. Excluded Risks

2.1 This Policy does not insure risks arising from other types of Guarantee Insurance, nor does it insure obligations to pay taxes, labor obligations of any kind, social security obligations, indemnities to third parties, nor does it insure risks covered by other classes of insurance.

2.2 It is further stated that damages and/or losses caused directly or indirectly by a terrorist act, regardless of its purpose, which has been duly recognized as an attack on public order by the competent authorities, are not covered.

#### 3. Loss of rights

3.1. The INSURED will lose the right to the Indemnity in the event of one or more of the following:

I - Acts of God or force majeure, under the terms of the Brazilian Civil Code;

II - Non-compliance with the obligations of the UNDERWRITER resulting from acts or facts for which the INSURED is responsible that have contributed decisively to the occurrence of the claim;

III - Alteration of the contractual obligations guaranteed by this Policy, which have been agreed between the INSURED and the TAKER, without notice having been given to the INSURER, provided that they aggravate the insured risk and are concomitantly related to the claim or it is proven by the INSURER that the INSURED was silent in bad faith;

IV - Illegal intentional acts or serious fault comparable to intent practiced by the INSURED, the beneficiary or the representative of one or the other;

V - The INSURED fails to fully comply with any obligations provided for in the insurance contract;

VI - If the INSURED or his/her legal representative, in bad faith, makes inaccurate statements or omits circumstances known to him/her that constitute an aggravation of the risk of default by the TAKER or that may influence the acceptance of the proposal;

VII - If the INSURED intentionally aggravates the risk.

#### 4. Definitions

In addition to the definitions set out in Susep Circular No. 662/2022, the following definitions apply to this insurance:

4.1. Policy: document, signed by the INSURER, which formally represents the Guarantee Insurance contract.

4.2 Endorsement: formal instrument, signed by the INSURER, which introduces changes to the Guarantee Insurance Policy, at the express request and agreement of the parties.

4.3 Indemnity: payment, in cash, by the INSURER to the INSURED, of the values of the activities of the Minimum Exploratory Program (PEM) or Initial Work Program (PTI) not carried out and/or fines resulting from the default of the TAKER arising from the obligations covered by the insurance.

4.4 Maximum Guarantee Limit (MCL): the maximum amount that the INSURER will be liable to the INSURED for as a result of the payment of Indemnity.

4.5 Premium: the amount owed by the TAKER to the INSURER as a result of the insurance cover and which must be included in the Policy or Endorsement.

4.6 Pro-Rata-Temporis: corresponds to the calculation of ancillary values, which is based on the addition of a value proportional to the time elapsed, regularly in days.

4.7 Insurer: an INSURANCE company authorized to operate Guarantee Insurance, subject to the limits and parameters of SUSEP Circular 662 of April 11, 2022.

4.8 Final Adjustment Report: a document issued by the INSURER in which its position on the characterization or not of the claim is conveyed, as well as the possible amounts to be indemnified.

#### 5. Guarantee amount

5.1. The guarantee value of this Policy is the maximum nominal value guaranteed by it.

5.2 The monetary value of the PEM or PTI commitment insured by this Policy shall be adjusted by the IGP-DI in accordance with the AGREEMENT.

5.2.1 The monetary value of the PEM or PTI commitment, guaranteed by this Policy, will be automatically updated by the IGP-DI variation, from the date of signature of the AGREEMENT until the date of actual payment, in any event of execution of this guarantee provided for in the AGREEMENT.

**(SUGGESTED CLAUSE IF THE CONCESSIONAIRE/CONTRACTOR OPTS FOR THE AUTOMATIC UPDATING METHOD PROVIDED FOR IN THE AGREEMENT FOR EXPLORATION OR REHABILITATION AND PRODUCTION OF OIL AND NATURAL GAS).**

#### 6. Term and Value - Changes, Updates and Renewals

6.1. The guarantee is effective for the period of validity established in the Policy, in accordance with the provisions of the Tender Protocol and the AGREEMENT. This validity period can only be altered with the approval of ANP of the extension or suspension of the Exploration Phase or Rehabilitation Phase schedule provided for in the AGREEMENT.

6.2 When changes are made to the main object or to the document that served as the basis for the INSURERS' acceptance of the risk, the amount and/or duration of the guarantee must accompany such changes, and the INSURERS must issue the respective Endorsement or new Policy.

6.3 For subsequent changes made to the main object or to the document that served as the basis for acceptance of the risk by the INSURER, as a result of which it is necessary to modify the contractual value or term, the value and/or term of the guarantee may accompany such changes, provided that the INSURER requests and accepts them by issuing an Endorsement or new Policy.

6.4 Term renewals are not presumed to be valid and shall be preceded by written notification from the INSURER to the INSURED and the TAKER, up to 90 (ninety) days before the expiry date of the Policy in force, stating whether the INSURER is interested in maintaining the guarantee.

6.5. The value of this Policy may be reduced, as provided for in the AGREEMENT, by the approval by ANP of the Assignment of Rights and Obligations of the AGREEMENT.

6.6 It is understood and agreed that any updates to the value of the Insured Amount must be requested in writing by the INSURED to the UNDERWRITER, who will arrange with the INSURANCE COMPANY for the updates by means of an Endorsement to Reinforce the Surety Bond, with the respective Premium being charged.

6.7 The updates referred to in item 6.6 may be requested by the INSURED when there are situational changes, including, but not limited to, exchange rate and inflationary variations, which modify the

expected costs of fulfilling the Minimum Exploratory Program (EMP) or the Initial Work Program (IWP) guaranteed by this Policy.

6.8 If the Policy is valid for less than the duration of the AGREEMENT, the INSURER undertakes to renew the Policy for as long as there is a risk to be covered, provided that the INSURED or the TAKER so requests. In the event of the need for renewal, the UNDERWRITER acknowledges that it may not oppose it, although it may replace the guarantee with another accepted by the INSURED or accept the Policy Endorsement in accordance with the commercial conditions established by the INSURER.

## 7. Expectation, Claim and Characterization of the Claim

7.1 Expectation: as soon as the administrative process is opened to investigate the possible default of the TAKER, the TAKER must be immediately notified by the INSURED, clearly indicating the items not complied with and granting a deadline for regularizing the default, sending a copy of the notification to the INSURER, with the aim of communicating and registering the Expected Claim.

7.2 Claim: the Expected Claim will be converted into a Claim upon communication by the INSURED to the INSURANCE COMPANY of the completion of the administrative procedures proving the TAKER's default, at which time the Claim will become official.

7.3 Claims covered by this Policy may be made during the limitation period, under the terms of Clause 13 of these Contractual Conditions.

7.4 The following documents will be required for the Claim, without prejudice to the provisions of item 7.4.1:

- a) Copy of the main object or the document containing the obligations assumed by the TAKER, its annexes and amendments, if any, duly signed by the INSURED and the TAKER;
- b) A copy of the administrative process that documented the TAKER's default;
- c) Copies of minutes, notices, counter-notices, documents, correspondence, including emails, exchanged between the INSURED and the TAKER in connection with the TAKER's default;
- d) Spreadsheet, report and/or correspondence informing of the existence of withheld amounts;
- e) Spreadsheet, report and/or correspondence stating the amount of damage suffered.

7.4.1 Based on a well-founded and justifiable doubt, the INSURER may request additional documentation and/or information.

7.5 Failure to formalize the Claim will render the Claim Expectation null and void.

7.6 Characterization: when the INSURER has received all the documents listed in item 7.4, and it is proven that the TAKER has defaulted on the obligations covered by the Policy, the claim will be characterized.

7.6.1 It is clarified that under the system of the Agreement for Exploration or Rehabilitation and Production of Oil and Natural Gas, default is characterized by the end of the Exploration Phase or Rehabilitation Phase without compliance with the Minimum Exploratory Program or the Initial Work Program. It is not possible to grant a new deadline for carrying out the Minimum Exploratory Program or Initial Work Program after the Exploration Phase or Rehabilitation Phase has ended.

7.7 Administrative decisions taken in the course of due administrative process are presumed valid, unless suspended or annulled by the competent administrative or judicial body.

7.8 If the INSURED finds that the TAKER is in default, it must notify the INSURANCE COMPANY by sending a notice in accordance with Document II (Model Notice of Default and Request for Indemnity), as well as a copy of the administrative process with the decision determining the enforcement of the guarantee.

7.8.1 The values of the activities of the Minimum Exploratory Program (EMP) or Initial Work Program (IWP) not carried out are defined in the Annex to the AGREEMENT.

7.9 Due to the peculiar nature of the Agreement for Exploration or Rehabilitation and Production of Oil and Natural Gas, which is the object of Law No. 9.478/1997 and Law No. 12.351/2010, the Guaranteed Obligation is considered to be the value of the exploratory or rehabilitation commitments assumed by the UNDERWRITER and not fulfilled by the end of the Exploration Phase or Rehabilitation Phase. Also considered a Guaranteed Obligation is the increase determined by updates to the Insured Amount made in accordance with these Contractual Conditions, as well as any fines related to non-compliance with exploratory or rehabilitation commitments. The value of the Obligations Guaranteed by this Policy is established as the value of the Work Units (UTs) or the value of the commitments assumed in the Minimum Exploratory Program (PEM) or in the Initial Work Program (PTI) and not complied with, according to the system defined by ANP for calculating the Insured Amount, plus any fines related to non-compliance.

7.10. ANP's declaration of breach of agreement is immediately effective and constitutes sufficient cause for the performance of the guarantee offered, including guarantee insurance. The suspension of the execution of the financial guarantee by decision of ANP, under the terms of the AGREEMENT, or by arbitration or judicial decision in force, does not prevent ANP from communicating the claim to the INSURER, within the term of the respective guarantee. The effective execution of the financial

guarantee shall take place when the suspension without reversal of the administrative decision ends, even if the original term of the guarantee has expired.

## 8. Compensation

8.1. Once the claim has been characterized, the INSURER shall comply with the obligation described in the Policy, up to the Maximum Guarantee Limit (MCL) thereof, indemnifying, by means of a cash payment, the amounts owed and/or fines caused by the TAKER's default, covered by the Policy.

### 8.2 The deadline for fulfilling the obligation

8.2.1. Indemnity payments must be made within a maximum of 30 (thirty) days from the date of receipt of the last document requested during the claim settlement process.

8.2.2. In the event of a request for the documents referred to in item 7.4.1, the period of 30 (thirty) days will be suspended and will start counting again from the working day following that on which the requirements are fully met.

8.2.3. In the event of a court decision or arbitration award suspending the effects of a claim under the Policy, the 30 (thirty) day period will be suspended, and will start counting again from the first working day following the revocation of the decision.

## 9. Updating indemnity amounts

9.1 Non-payment of the INSURER's pecuniary obligations, including the Indemnity under the terms of this Clause, within the period for payment of the respective obligation, shall result in:

- a) monetary restatement, from the date on which the obligation becomes due, in the case of Indemnity, the date on which the claim is characterized; and
- b) interest on arrears calculated pro rata temporis, from the first day following the end of the fixed period.

9.2 The index used for monetary restatement shall be the Broad National Consumer Price Index of the Brazilian Institute of Geography and Statistics Foundation (IPCA/IBGE) or the index that replaces it, and shall be calculated on the basis of the positive variation calculated between the last index published prior to the date of the payment obligation and the one published immediately prior to the date of its effective settlement.

9.3 Interest on arrears, calculated from the first day following the end of the period set for payment of the obligation, shall be equivalent to the rate in force for late payment of taxes due to the National Treasury.

9.4 Payment of amounts relating to monetary restatement and interest on arrears shall be made regardless of any judicial or extrajudicial interpellation, in a single lump sum, together with the other amounts due under the agreement.

#### 10. Extinction of the Guarantee

10.1 The guarantee insurance shall be extinguished in the event of the events described in art. 26 of SUSEP Circular 662/2022.

10.2 Item 10.1 applies to this policy, with the following additions: Proof of full compliance with the PEM or PTI, as defined in the Annex to the AGREEMENT referring to the Minimum Exploratory Program or Initial Work Program, will be provided by sending a communication in accordance with the model in Document III (Proof of Completion Model).

#### 11. Disputes and jurisdiction

11.1 Any disputes between the INSURER and the INSURED shall be dealt with in the courts of the INSURED's domicile, i.e. the Federal Court of Rio de Janeiro, and arbitration shall not apply to this insurance contract.

#### 12. Subrogation

12.1 Once the Indemnity has been paid or the fulfillment of the obligations defaulted on by the TAKER has begun, the INSURER shall be subrogated to the INSURED's rights and privileges against the TAKER, or against third parties whose acts or facts have caused the claim.

12.2 Any act by the INSURED that diminishes or extinguishes, to the prejudice of the INSURER, the rights referred to in this item shall be ineffective.

#### 13. Prescription

13.1 Limitation periods are those determined by law.

#### 14. Competition of Policies and Guarantees

14.1 The use of more than one Guarantee Insurance in the same form to cover the object of this agreement is prohibited, except in the case of complementary Policies.

14.2 In the event that there are two or more different forms of guarantee, each covering the object of this insurance, for the benefit of the same INSURED or beneficiary, the INSURER will be liable, in proportion to the risk assumed, with the other participants, in relation to the common loss.

#### 15. Final Provisions

15.1. Policies and Endorsements shall begin and end at midnight on the dates indicated therein.

15.2 The geographical scope of the contracted modalities is considered to be the entire national territory.

15.3. Any translation costs relating to the reimbursement of expenses incurred abroad will be borne entirely by the INSURER.

15.4 This insurance is taken out on an absolute first risk basis, in accordance with article 13 of SUSEP Circular 662/2022.

15.5 It is understood that it is not the INSURED'S responsibility to keep the INSURANCE COMPANY informed of any changes in the TAKER'S technical and economic conditions. Such information must be obtained directly by the INSURER from the TAKER or by consulting ANP's administrative files, provided that there is no legal confidentiality or that the TAKER waives such confidentiality.

15.6 It is hereby established that, specifically for indemnity purposes, this Policy will not cover any damages, losses and/or other penalties arising from the violation of anti-corruption rules perpetrated with the willful participation of the INSURED and/or its representatives.

15.7 This Policy does not allow the reinstatement of its Maximum Guarantee Limit (MCL).

15.8 The INSURED may check the registration status of the BROKER and the INSURER on the website [www.susep.gov.br](http://www.susep.gov.br).

15.9 The registration of this plan with SUSEP does not imply, on the part of SUSEP, any incentive or recommendation to sell it.

15.10. Seven (7) working days after the issuance of this document, it can be checked whether the Policy and/or Endorsement has been correctly registered on the SUSEP website [www.susep.gov.br](http://www.susep.gov.br).

16. Notifications

16.1 All notices, demands, instructions, waivers or other information to be provided in relation to this Guarantee Insurance must be written in Portuguese and delivered by personal messenger or courier, upon receipt, or correspondence with acknowledgement of receipt, including electronic correspondence, and sent to the UNDERWRITER, INSURED and INSURANCE COMPANY at the addresses shown on the front page of this Policy.

[insert place (city) of signature], [insert date of issue].

[insert name of Insurer]

\_\_\_\_\_ (ASSINATURA) \_\_\_\_\_

Name: [insert name of issuing officer]

Position: [insert the position of the person responsible for the issue]

## Document II

### Model Notice of Default and Request for Compensation

Guarantee Insurance Policy No. [insert policy number]

Rio de Janeiro-RJ

Withdrawal Date: ([insert date of payment order, in day/month/year format])

At a glance

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that: (i) the AGREEMENT ended without compliance with the Minimum Exploratory Program or Initial Work Program; or (ii) the Minimum Exploratory Program (PEM) or Initial Work Program (PTI) was not complied with by the Concessionaire(s)/Contractor(s) as of [insert initial date of non-compliance with obligations, in day/month/year format]..

I request to pay to the National Agency of Petroleum, Natural Gas and Biofuels (ANP) the amount of R\$ [insert amount] ([insert amount in full] reais).

Withdrawal in accordance with Guarantee Insurance Policy No. [insert policy number] issued by [insert name of insurer].

This document was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]..

---

[signature]

Name: [insert name]

Position: [insert job title]

À: [insert name of insurer]

[insert insurance company address]

**Document III**

**Proof of Completion Model**

This refers to Guarantee Insurance Policy no. [insert policy number] dated [insert policy issue date, in day/month/year format] issued by [insert name of insurer] in favor of the National Petroleum, Natural Gas and Biofuels Agency (ANP).

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that:

- I. The Minimum Exploratory Program or Initial Work Program has been fully completed by the Concessionaire(s)/Contractor(s).
- II. The obligations of the Concessionaire(s)/Contractor(s) guaranteed by the aforementioned Policy have ended.

This receipt was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, in day/month/year format]..

NATIONAL AGENCY FOR PETROLEUM, NATURAL GAS AND BIOFUELS

\_\_\_\_\_

[signature]

Name: [insert name]

Position: [insert job title]

## **Policy Annex**

The following provisions of exclusive interest to the TAKER and the INSURER are included in this Annex, for the purposes of complying with the applicable legislation of the Superintendence of Private Insurance (SUSEP), without any prejudice to the INSURED's rights established in this policy:

### **1. Acceptance**

[the wording and criteria for the topic of Acceptance are at the discretion of each Insurer]

### **2. Prize**

[the wording and criteria on the topic of Premium are at the discretion of each Insurer]

## **ANNEX XXVII - MODEL PLEDGE AGREEMENT FOR COMPLIANCE WITH THE MINIMUM EXPLORATORY PROGRAM/INITIAL WORK PROGRAM**

### **MODEL OIL AND NATURAL GAS PLEDGE AGREEMENT (BOE) AND OTHER AGREEMENTS**

[insert name of bidder]legally represented by its partner(s) [insert name(s) of partner(s)]registered with the CNPJ/MF under no. [insert CNPJ registration number]with address at [insert full address] (called PIGNORATIVE DEBTOR or [insert name of bidder]).

E

AGÊNCIA NACIONAL DO PETRÓLEO, GÁS NATURAL E BIOCOMBUSTÍVEIS (ANP), a special agency linked to the Ministry of Mines and Energy, created by Law no. 9.478, of August 6, 1997, headquartered at SGAN Quadra 603, Módulo I, 3º andar, in the city of Brasília, Federal District (ANP) and Central Office located at Avenida Rio Branco, 65, 12º ao 22º andares, in the city of Rio de Janeiro, RJ, registered with the CNPJ/MF under No. 02.313.673/0002-08, duly represented by its Director-General, Mr. [insert name of Director(s)]. [insert name of ANP General Director]pursuant to article 84, II, of its Internal Regulations, approved by ANP Ordinance No. 265, of September 10, 2020, and within the scope of the competence provided for in article 84, III, of the same Internal Regulations (referred to as PIGNORATY CREDITOR or ANP).

#### **Whereas:**

- a) Pursuant to articles 36 to 42 of Law No. 9.478/97, the [insert bidder's corporate name] participated in the bidding process for the granting of Concession Agreements for the Exploration or Rehabilitation and Production of Oil and Natural Gas, having been ratified as the winner, according to the publication in the Federal Official Gazette of [insert date, in day/month/year format]section [insert number], page(s) [insert page number(s)]of the Blocks/Areas named [insert code(s)/name(s) of block(s)/area(s)];
- b) Pursuant to article 26, caput, of Law no. 9.478/97, the [insert bidder's corporate name] owns the Oil and Natural Gas (BOE) extracted from the Field(s) listed in Annex I to this Agreement;

c) A [insert name of bidder] has acquired Concessionaire rights in the Open Acreage of Concession and that the Minimum Exploratory Program(s) or Initial Work Program(s) relating to the respective Concession Area(s) must be guaranteed, in accordance with Item I or III, respectively, of item 10.2.4.1 of the Open Acreage of Concession tender protocol, the sum of which for the commitments relating to the Minimum Exploratory Program(s) / Initial Work Program(s) is the sum of R\$ [insert monetary value in figures] ([insert monetary value in words] reais), which will be guaranteed [insert "in part" or "in full", as the case may be] by this instrument, in the amount of R\$ [insert monetary value] ([insert monetary value in full] reais).

The **PARTIES** hereby agree to enter into this Oil and Natural Gas Pledge Agreement (BOE), which shall be governed by the terms and conditions set forth below:

#### **CLAUSE ONE - OBJECT AND DURATION**

- 1.1 The purpose of this Agreement is to pledge the Oil and Natural Gas (BOE) extracted from the Field(s) listed in Annex I, already in effective production, as a means of guaranteeing the Minimum Exploratory Program(s) or Initial Work Program(s) established in the Concession Agreement(s) listed in Annex II of this Oil and Natural Gas Pledge Agreement (BOE), acquired on the occasion of the Open Acreage of Concession, which took place on [insert date, in day/month/year format].
- 1.2 This instrument shall enter into force on the date of its signature and shall remain in force until full compliance with the Minimum Exploratory Program(s) or Initial Work Program(s) is assured.

#### **CLAUSE TWO - FORMALIZATION OF THE PLEDGE**

2. 1A [insert bidder's corporate name] hereby gives first and exclusive pledge to ANP, in accordance with articles 1.431 to 1.435 and 1.447 to 1.450 of Law no. 10.406, of January 10, 2002 (Brazilian Civil Code), for the purpose of guaranteeing [insert "partially" or "totally", as the case may be] the obligations assumed in the Concession Agreement(s) listed in Annex II of this agreement, in relation to the Minimum Exploratory Program(s) or Initial Work Program(s) contained therein, the Oil or Natural Gas extracted from the field(s), from the Measuring Point, as defined in said Concession Agreement(s), of the Field(s) in Production Phase listed in Annex I to this Oil and Natural Gas Pledge Agreement (BOE), in a quantity equivalent to/to [insert "part" or "total", as the case may be] of the amount committed in the Minimum Exploratory Program(s) or Initial Work Program(s) as listed in Annex II hereto.
  
2. 2A [insert name of bidder] shall confirm, by means of Monthly Measurement Bulletins and the Statement of Determination of Special Participation (DAPE), the Oil and Natural Gas Production (BOE) of the fields mentioned in Annex I to this Agreement, in order to maintain at all times the quantity necessary to fully satisfy the obligations assumed in this Agreement in relation to the Minimum Exploratory Program(s) or Initial Work Program(s), in the amount defined in Clause 9.1 of this Agreement.
  
- 2.3 A [insert name of bidder] undertakes to monitor the Total Amount Committed under the terms of Clause 3.4 and to submit a reinforcement of the guarantee whenever there is a negative difference between the actual guarantee and the required guarantee greater than that permitted by the applicable legislation, or whenever requested by ANP.

### **CLAUSE THREE - OIL AND NATURAL GAS PLEDGE CALCULATION FORMULA IN ANNEX I TO THIS AGREEMENT**

- 3.1 The total value of the pledge in Oil and Natural Gas (BOE) for each year will be calculated according to the following formula:

$$\text{Total Amount Committed} = \sum_c (\text{Production} \times \alpha_c \times \text{PBrent} \times \text{Exchange Rate} \times T)$$

Where:

$\sum_c$  = sum of the values for each field offered as a guarantee.

Production = total expected daily production of the committed field, considering the percentage of the concession or grant owned by [insert bidder's company name].

$\alpha_c$  = multiplier representing the quality differential between Brent-type oil and current oil from the field offered as a guarantee, calculated by ANP for the purposes of paying government participation according to the calculation memory for minimum oil prices.

PBrent = Reference Price, in US\$/bbl, corresponding to the monthly average of the daily prices of Brent oil, quoted on the PLATT'S CRUDE OIL MARKETWIRE, in US dollars per barrel, for the month immediately preceding the submission of the draft agreement to ANP.

Exchange rate = Official exchange rate provided by the Central Bank of Brazil (PTAX purchase), as at the close of business on the working day immediately preceding the day on which the draft agreement is sent to ANP.

T = maximum period, in days, of contractual performance, in accordance with Clause 4.2.

3.2 ANP shall periodically review the total value of the pledge of Oil and Natural Gas (BOE) offered as collateral, as provided for in this Agreement and in Applicable Law.

3.3 For the purposes of the periodic review referred to in Clause 3.2, the following parameters will be adopted:

- a) **TOTAL AMOUNT COMMITTED:** the total amount of the pledge of oil and Natural Gas (BOE) for each year, as determined in Clause 3.1. of this Agreement, must, at the time of signing the agreement, be greater than or equal to the Required Guarantee.
- b) **REQUIRED GUARANTEE:** is the minimum amount that the concessionaire must pledge to ANP to guarantee the settlement of the obligations arising from the total value [or equivalent to \_\_\_\_%] of the PEM/PTI of the Blocks/Areas listed in Annex II hereto, which shall be adjusted by the IGP-DI under the terms of the Concession Agreement.
- c) **EFFECTIVE GUARANTEE (EG):** is the market value of the total effective production of the fields pledged to guarantee the settlement of the obligations arising from the EMP/ITP, calculated using the following formula:

$$G_E = Q_E \times T \times \alpha_c \times P_{Brent} \times Taxa \ de \ Câmbio$$

Where:

$Q_E$  = average of the field's actual production in the month prior to the measurement.

$\alpha_c$  = multiplier representing the quality differential between Brent-type oil and current oil from the field offered as a guarantee, calculated by ANP for the purposes of paying government participations in accordance with the calculation memory for minimum oil prices.

$P_{Brent}$  = Reference Price, in US\$/bbl, corresponding to the monthly average of daily Brent oil prices, quoted on PLATT'S CRUDE OIL MARKETWIRE, in US dollars per barrel, for the month immediately preceding the periodic review.

Exchange rate = official exchange rate (BACEN/PTAX purchase) on the business day prior to the measurement.

$T$  = maximum period, in days, of contractual performance, in accordance with Clause 4.2 of this Agreement.

- d) **CALLED GUARANTEE MARGIN:** this is the negative difference between the effective guarantee and the required guarantee, i.e. the additional amount that the concessionaire must pledge to ANP in order to meet the margin requirement, if the variation in the parameters adopted when the agreement was signed means that

the effective guarantee of the pledge is, at the time of the periodic review, lower than the required guarantee.

3.4 Only fields whose average value of Net Operating Revenue Adjusted to the Calculation Basis, per barrel, for the four quarters preceding the date on which the Agreement is signed is positive will be accepted for the purposes of calculating the Total Committed Value.

3.4.1 For the purposes of this Clause, the Net Operating Revenue Adjusted to the Calculation Base calculated in accordance with the provisions and definitions laid down for filling in the Special Participation Calculation Statement (DAPE), pursuant to Decree No. 2.705/98, arts. 25 and 26, ANP Ordinance No. 58/2001 and ANP Resolution No. 870/2022 , shall be considered.

#### **CLAUSE FOUR - TRADITION AND DEPOSIT**

1.1 Pursuant to Article 1.431, Sole Paragraph, of the Brazilian Civil Code, the pledged Petroleum and Natural Gas (BOE) remains in the debtor's possession, to [insert bidder's company name] which must keep and conserve it, until the execution of the pledge has begun or any other hypothesis provided for in article 1.436, V of the Brazilian Civil Code. It is [insert bidder's company name] is responsible for ensuring the proper maintenance of the Field(s) whose Oil and Natural Gas Production (BOE) is hereby offered as collateral, with a view to maintaining the production levels that were presented for measurement of the object of this pledge.

4.2 As custodian of fungible goods, the [insert name of bidder] undertakes to deliver, when demanded by ANP, goods in the same quantity and quality as the pledged goods, in order to ensure the performance of the pledged guarantee, in the amount set out in Clause 9.1 of this Agreement, within a maximum period of 180 (one hundred and eighty) days, counting from the occurrence of default, under the terms of the Concession Agreement(s) described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE).

## **CLAUSE FIVE - REGISTRATION**

5.1 Immediately after signing this Agreement, the [insert name of bidder] shall have it registered with the Real Estate Registry Office of the district where the Fields listed in Annex I to this Oil and Natural Gas Pledge Agreement (BOE) are located, in accordance with article 1.448 of the Brazilian Civil Code, registering it, if necessary, with the Board of Trade of [insert name of State of Federation]. [insert the name of the State of the Federation][insert the name of the State of the Federation], being the responsibility of [insert bidder's company name] all procedures and costs.

## **CLAUSE SIX - DECLARATIONS AND GUARANTEES**

6.1 A [insert name of bidder] declares and guarantees to the PIGNORATY CREDITOR that:

- a) has full power, authority and capacity to enter into this Agreement and to perform the obligations assumed herein, and to this end has obtained the authorization of its [insert "partners" or "shareholders", as the case may be];
- b) this Agreement constitutes a legal, valid and binding obligation of [insert name of bidder] and may be enforced against it in accordance with its terms;
- c) the signing of this Agreement does not and shall not constitute a breach of its [insert "Bylaws" or "Articles of Incorporation", as the case may be] or any other corporate documents, nor of any other agreements or obligations assumed towards third parties;

- d) it is not necessary to obtain any other consents, approvals or notifications with respect to: (i) the creation and maintenance of the pledge over the assets subject to it; (ii) the validity or enforceability of this Agreement;
  
- e) there is no litigation, investigation or proceeding before any judicial or arbitral court, or administrative body, which assumes relevant proportions over the assets and rights related to this Agreement;
  
- f) is the legitimate, sole and exclusive owner of the assets pledged under the terms of the Concession or Production Sharing Agreement(s) listed in Annex I to this Oil and Natural Gas Pledge Agreement (BOE), which are free and clear of any and all liens or encumbrances;
  
- g) declares that it has signed, prior to the signing of this instrument, an Oil and Natural Gas Sales Agreement (BOE) with [insert the corporate name of the other legal entity]and that there is no penalty established in it if it fails to deliver to the buyer the portion of its Production necessary to honor the commitment set out in this Agreement (CLAUSE APPLICABLE ONLY IF THE BIDDER HAS A PREVIOUS AGREEMENT FOR THE SALE OF PRODUCTION WITH A THIRD PARTY);
  
- h) guarantees that, in the event of execution of this pledge, ANP will be guaranteed preference for the appropriation of the fruits arising from the sale of the Petroleum and Natural Gas (BOE) pledged herein;
  
- i) refrains from instituting any other encumbrance on the assets pledged herein, unless expressly and previously approved by ANP;
  
- j) undertakes to maintain, during the term of this instrument, an effective Guarantee sufficient to cover its execution, within a maximum period of 180 (one hundred and eighty) days, in the event of default under the terms of the Concession Agreements described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE);

- k) undertakes, whenever there is a negative difference between the Effective Guarantee and the required guarantee greater than that permitted by the applicable legislation, or whenever required by ANP, to reinforce the guarantee in the amount of the MARGIN CALL, as provided for in Clause 6.2; and
- l) undertakes, during the term of this Oil and Natural Gas Pledge Agreement (BOE), to send ANP the Statement of Calculation of Special Participation (DAPE) for the fields listed in Annex I to this Agreement, in accordance with Decree No. 2.705/1998 arts. 25 and 26 and ANP Resolution No. 870/2022

6.2The ANP declares to the PIGNORATIVE DEBTOR that:

- a) the liberalizations authorized by ANP, under no circumstances, imply its waiver of any right assured by the legislation, nor do they constitute extinction of the pledge herein entered into under the terms of article 1.436 of the Brazilian Civil Code;
- b) may check the total amount of the Effective Guarantee, in accordance with Applicable Law, as provided for in Clause Three of this Agreement;
- c) A Margin Call may occur whenever there is a negative difference between the Effective Guarantee and the Required Guarantee greater than the percentage, defined in the Applicable Legislation, of the value of the Required Guarantee set out in Clause 9.1 of this Agreement.
- d) The value of the Margin Call shall correspond to the negative difference between the Effective Guarantee and the Required Guarantee, calculated in accordance with Clause Three and under the terms of Clause 6.2.c, both of this Agreement.

6. 3 Mutual declarations:

- a) the PARTIES declare that this Agreement shall be signed prior to the signing of the Concession Agreement(s) described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE), the Minimum Exploratory Program(s) or Initial Work Program(s) of which are herein guaranteed, which shall take place until the date of [insert date of signature of the Concession Contract, in day/month/year format] as provided for in the Open Acreage of Concession Tender Protocol.
  
- b) ANP consents to [insert corporate name of bidder] remains in compliance with its Agreement for the Sale of Oil and Natural Gas (BOE) to [insert the corporate name of the other legal entity] for the sale of part of its Production in the fields mentioned in Annex I, provided that the other clauses and provisions of this Agreement are respected. (CLAUSE APPLICABLE ONLY IF THE BIDDER HAS A PREVIOUS AGREEMENT FOR THE SALE OF PRODUCTION WITH ANOTHER LEGAL PERSON).

## **CLAUSE SEVEN - EXECUTION OF THE GUARANTEE**

7.1 In the event of default, under the terms of the Concession Agreements described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE), ANP may use the pledged collateral to determine its sale, in whole or in part, to cover the guaranteed amounts corresponding to the obligations assumed by the [insert corporate name]. [insert bidder's corporate name] in the aforementioned Minimum Exploratory Program(s) or Initial Work Program(s), and its retention under any other title is prohibited, in view of the prohibition expressed in article 1.428 of the Brazilian Civil Code.

7.1.1 The guaranteed amounts will be adjusted by the IGP-DI in accordance with the terms of the Concession Agreement, and adjusted by the SELIC tax from the moment the debtor becomes in default.

7.2 For the purposes of Clause 6.1 of this Agreement, the [insert bidder's corporate name] at its own risk, is hereby duly authorized, on behalf of ANP, to perform all acts necessary to promote the sale and transfer to third parties of the Petroleum and

Natural Gas (BOE) pledged, in sufficient quantity to cover the amount corresponding to the default, and to immediately transfer the corresponding amount to the account to be designated by ANP, under penalty of the commencement of the judicial execution of this instrument.

7.2.1 The ANP may alternatively request the company to hand over the committed Oil and Natural Gas (BOE) to third parties, so that they may carry out, on behalf of ANP, all the necessary acts to promote the sale and transfer of the committed Oil and Natural Gas (BOE), in a quantity sufficient to cover the amount corresponding to the default.

7.3 In addition to the rights set forth in the relevant legislation, and the provisions set forth in Clauses Three and Six of this Agreement, ANP may require the guarantee to be reinforced if the goods deteriorate or perish through no fault of [insert corporate name]. [insert bidder's company name] obtain compensation for any damage that may be incurred; have preference in receiving the amount assigned, if there is an authorized assignment of rights.

7.4 In the event that ANP has to resort to judicial means for the execution of the guarantee hereby constituted and consequent receipt of its credit, the [insert bidder's corporate name] will be obliged to pay, in addition to the principal, interest and penalties provided for in the agreement, court costs, procedural expenses and attorney's fees already fixed at 20% (twenty percent) of the amount of the execution.

## **CLAUSE EIGHT - AMENDMENTS AND NOTIFICATIONS**

8.1 Any and all amendments to the provisions of this Oil and Natural Gas Pledge Agreement (BOE) shall be valid only if made in writing and signed by the PARTIES.

8.2 Any notice, instruction or other communication required under this Oil and Natural Gas Pledge Agreement (BOE) shall be in writing and transmitted, by any reliable means of receipt, to the addresses below:

If for [insert name of bidder]:

[insert bidder's address]

ZIP CODE [insert zip code] -[insert city name], [insert the acronym of the Federation Unit]

Fax: ([insert area code number] ) [insert telephone number]

If for ANP:

For exploration blocks

National Agency for Petroleum, Natural Gas and Biofuels

Exploration Superintendence

Avenida Rio Branco 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Fax (+55 21) 2112-8419

For areas with marginal accumulations

National Agency for Petroleum, Natural Gas and Biofuels

Development and Production Superintendence

Avenida Rio Branco 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Fax (+55 21) 3797-6399

## **CLAUSE NINE - TOTAL DEBT**

9.1 The total Guarantee Required, on the date of signature of this Agreement, is R\$ [insert monetary value in figures] ([insert monetary value in words] reais), and will be adjusted by the IGP-DI in accordance with the terms of the Concession Agreement. It may be reduced to the extent that the commitments relating to the Minimum Exploratory Program(s) or Initial Work Program(s) contained in the Concession Agreement(s) of [insert company name of bidder] are fulfilled. [insert bidder's company name] listed in Annex II to this Agreement, by means of an amendment to this Oil and Natural Gas Pledge Agreement (BOE).

9.2 If ANP finds that the [insert bidder's corporate name] in the Concession Agreement(s) described in Annex II of this Agreement, in relation to the Minimum Exploratory Program(s) or Initial Work Program(s), the debt will be considered overdue and this Guarantee will be executed in accordance with the provisions of Clause Seven of this instrument.

9.3 This pledge is extinguished in accordance with article 1.436 of the current Brazilian Civil Code.

#### **CLAUSE TEN - JURISDICTION AND APPLICABLE LAW**

10.1 The PARTIES elect the jurisdiction of the Federal Court - Judicial Section of Rio de Janeiro as competent to settle any and all disputes arising from this Oil and Natural Gas Pledge Agreement (BOE), waiving any other jurisdiction, however privileged it may be.

10.2 This Oil and Natural Gas Pledge Agreement (BOE) and its Annexes shall be governed by and construed in accordance with Brazilian law.

10.3 All obligations contained herein shall be performed and complied with by the PARTIES and their successors in title.

The PARTIES hereby sign this instrument in three (3) counterparts of equal form and content, together with the witnesses who also sign it.

Rio de Janeiro, [insert day] of [insert month] of [insert year].

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[insert the name of the Legal Representative of the bidder  
[insert name of bidder]

\_\_\_\_\_  
[insert name of ANP Director General]  
*DIRECTOR GENERAL OF ANP*  
*NATIONAL AGENCY FOR PETROLEUM, NATURAL GAS AND BIOFUELS - ANP*

Witnesses:

\_\_\_\_\_  
name:  
identity:  
CPF:

\_\_\_\_\_  
Name:  
Id:  
CPF:

**ANNEX I of the Oil and Natural Gas Pledge Agreement (BOE) - FIELDS IN THE PRODUCTION STAGE WITH COMMITTED PRODUCTION OF OIL AND NATURAL GAS**

**Table 1\* - Fields in Oil and Natural Gas Production Committed**

Field	Item	20x1	20x2	20x3	20x4
Field X	Production (bbl/day)*				
	Field Value R\$				
Field Y	Production (bbl/day)				
	Field Value R\$ *				
Total Field Production (bbl/day)					
Total Amount Committed (R\$) **					

\* Table 1 must reflect the expected daily production corresponding to the period of the Minimum Exploratory Program or Initial Work Program to be committed.

\*\* Total Amount Committed =  $\sum_c$  (Production x  $\alpha_c$  x PBrent x Exchange Rate x T), as defined in Clause Three of this Agreement.

**Table 2 - Total Amount Committed Breakdown of Calculation**

Field	Parameters	Year			
		20xX	20xX	20xX	20xX
Field X	Production (bbl/day)				
	$\alpha_c$				
	PBrent (US\$ /bbl)				
	Exchange Rate				
	T = Maximum Term	180	180	180	180
	Amount Committed (R\$)				
Field Y	Production bbl/day				

ac				
PBrent (US\$ /bbl)				
Exchange Rate				
T = Maximum Term	180	180	180	180
Amount Committed (R\$)				
<b>**Total Amount Committed (R\$)</b>				

**Table 3 - Multiplier  $\alpha_c$  - calculation of the average of the last 12 months**

Field	Month (Last 12 months)	Minimum Price R\$/bbl (A)	Brent (US\$/bbl)	Exchange Rate US\$	Brent price R\$/bbl (B)	Multiplier (C)=(A)/(B)
Field 1	Month 1					
Field 1	Month 2					
Field 1	Month 3					
Field 1	Month 4					
Field 1	Month 5					
Field 1	Month 6					
Field 1	Month7					
Field 1	Month 8					
Field 1	Month 9					
Field 1	Month 10					
Field 1	Month 11					
Field 1	Month 12					
<b>Multiplier <math>\alpha_c</math> = Average of the last 12 months</b>						
Field 2	Month 1					
Field 2	Month 2					
Field 2	Month 3					
Field 2	Month 4					
Field 2	Month 5					
Field 2	Month 6					
Field 2	Month7					
Field 2	Month 8					
Field 2	Month 9					

Field	Month (Last 12 months)	Minimum Price R\$/bbl (A)	Brent (US\$/bbl)	Exchange Rate US\$	Brent price R\$/bbl (B)	Multiplier (C)=(A)/(B)
Field 2	Month 10					
Field 2	Month 11					
Field 2	Month 12					
<b>Multiplier <math>\alpha_c</math> = Average of the last 12 months</b>						

Where:

Brent price (US\$/bbl): average Brent price in US\$ for the month immediately preceding the submission of the draft agreement to ANP, according to the price published on Platts' Crude Oil Marketwire.

Exchange rate: current exchange rate (PTAX purchase) for the month immediately preceding the submission of the draft agreement to ANP, published on the BACEN website.

## ANNEX II to the Oil and Natural Gas Pledge Agreement (BOE) - CONCESSION AGREEMENTS OF THE OPEN ACREAGE OF CONCESSION GUARANTEED BY THIS INSTRUMENT

**Table 1 - Concession Agreement(s) Guaranteed by this Instrument**

No. Contract(s)	Case No(s)	Block(s) / Area	Guarantee (R\$/UT)	PEM / PTI (UTs)	Financial Guarantee (R\$)	Operation / Rehabilitation Phase (years)

**ANNEX XXVIII - DECLARATION BY CONSORTIUM CONCESSIONAIRES ON THE  
FINANCIAL GUARANTEES OF THE PROGRAM MINIMUM EXPLORATORY OR INITIAL  
WORK PROGRAM**

The bidders [insert company name of bidders] represented by their accredited representative(s), under the penalties provided for in the applicable legislation, declare that they are fully aware of: (i) of the tender protocol of the Open Acreage of Concession and its annexes; (ii) of the Concession Agreement for Exploration and Production of Oil and Natural Gas/ of the Concession Agreement for Areas with Marginal Accumulations for Rehabilitation and Production of Oil and Natural Gas; and (iii) that the obligations of the Minimum Exploratory Program/Initial Work Program are indivisible, with each consortium member being jointly and severally liable for compensation in the event of non-compliance.

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[signature]

Signed by:[insert name(s) of Accredited Representative(s) and Bidder]

---

[signature]

Signed by: [insert name(s) of Accredited Representative(s) and Bidder]

Place and date: [insert place and date]

## **ANNEX XXIX - PERFORMANCE GUARANTEE MODEL**

This Performance Guarantee refers to Concession Agreement no. [insert Concession Contract number] relating to Block or Area [insert name/sign of block or area] entered into between the National Agency of Petroleum, Natural Gas and Biofuels (ANP) and [insert the company name of the concessionaire] GUARANTEED, [insert the corporate type, regulated in articles 1.039 to 1.092 of the Civil Code] incorporated in accordance with Brazilian law.

With reference to the obligations arising from the Agreement, or related thereto, assumed by the GUARANTOR, or which may be imposed on it, [insert the corporate name of the guarantor], GUARANTOR, a [insert type of company governed by Articles 1.039 to 1.092 of the Civil Code] incorporated under the laws of [insert country of origin of the Guarantor] a direct or indirect parent company or parent of the GUARANTOR, fully agrees to the provisions listed below:

1. Terms written in capital letters and not defined herein shall have their meanings established in the Agreement.
2. The GUARANTOR declares to ANP that: (i) it is incorporated in accordance with the laws of its jurisdiction; (ii) it has the necessary corporate authorizations and all corporate powers and legal representation to enter into, present and comply with this Guarantee; (iii) this Guarantee represents the legal obligations validly assumed by the GUARANTOR and is enforceable against it, in accordance with its terms; (iv) no governmental approvals are required for the execution, presentation and performance of this Guarantee, except those that have already been obtained and are now in force; and (v) the execution, presentation and performance of this Guarantee by the GUARANTOR shall not violate any existing provision of law or regulation to which it is subject, as well as any provision of the GUARANTOR's corporate documents or any agreements or agreements to which it is a party.
3. The GUARANTOR hereby unconditionally guarantees to ANP, as principal debtor, the due and punctual fulfillment of all the GUARANTOR's obligations under or in connection with the Agreement.
4. If the GUARANTOR fails to comply in any respect with its obligations under the Agreement or violates in any way the provisions thereof, the GUARANTOR undertakes, upon official written notice, to take any action necessary for the faithful fulfillment of the obligations assumed in the aforementioned contractual instrument, assuming responsibility for any losses, damages, claims, costs and expenses resulting from failure in the operations carried out by the

GUARANTOR or the breach of the Agreement by the latter. Any initiatives by ANP to hold the GUARANTOR directly liable, at any time, shall not invalidate the GUARANTOR's obligations under this Guarantee.

5. This Guarantee is unconditional and shall be in full force and effect until all obligations of the GUARANTOR under or in connection with the Agreement are fully and irrevocably satisfied and extinguished, notwithstanding (a) any amendment or termination of the Agreement, (b) any extension of time, other forbearance, or concession made by ANP, or (c) any delay or failure by ANP to obtain available remedies against the GUARANTOR.

6. The substitution of this Performance Guarantee shall be permitted in the event of the assignment of the entire undivided interest in the rights and obligations relating to the concession, provided that the assignee expressly assumes responsibility for all duties prior and subsequent to its entry into the Agreement.

7. ANP shall not be obliged to resort to any other guarantee or initiate any action against or with respect to the Guarantee before enforcing its rights arising from this Guarantee directly against the GUARANTOR. Furthermore, the GUARANTOR shall not be allowed to claim that ANP could have avoided or tolerated, in any way, or through any action, the damages resulting from the GUARANTOR's breach of the Agreement, or that this Agency could have resorted to any other guarantee existing at any time in its favor, before acting against the GUARANTOR in connection with the latter's obligations under this Guarantee. The GUARANTOR's obligations under this Guarantee shall be independent and undivided and the GUARANTOR shall have no right of set-off or opposition with respect to any claims it may have against ANP.

8. All obligations of the GUARANTOR set forth herein shall bind the GUARANTOR and its successors. The GUARANTOR may not assign or delegate its duties and obligations without the prior official written consent of ANP, and any purported Assignment or delegation without such consent shall be null and void. The GUARANTOR confirms that this Guarantee shall be valid with respect to any assignee that is an Affiliate of the GUARANTOR under the terms of this Agreement. In the event of such Assignment, the assignee shall be deemed to be the GUARANTOR for all purposes hereof, to the extent of the obligations assigned.

9. This Guarantee shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

10. Any failure, delay or forbearance by ANP to exercise any right, in whole or in part, hereunder shall not be construed as a waiver of such right or any other right.

11. Any amendment or alteration to this Guarantee shall only be valid if officially made and signed by the GUARANTOR and ANP.

12. Any dispute concerning the interpretation of this Guarantee shall be settled exclusively and definitively by arbitration under the Rules of the International Chamber of Commerce.

13. The costs and expenses actually incurred by ANP as a result of the execution of this Guarantee, including and without limitation, costs and legal fees, shall be paid in cash by the GUARANTOR, against presentation of the invoices.

14. Any and all notices, requests, instructions, waivers or other communications relating to this Guarantee, as well as any consents provided for herein, shall be written in the Portuguese language and shall only be considered valid upon receipt, and must be delivered personally or sent by courier, Sedex or fax, to the addresses below:

(i) If for the GUARANTOR:

[insert the corporate name of the Guarantor]

[insert address of Guarantor]

[insert zip code]

[insert city name]

(ii) If for ANP:

For exploration blocks

Superintendence of Exploration - SEP

Avenida Rio Branco, 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Fax (+55 21) 2112 8419

For areas with marginal accumulations

Development and Production Superintendence - SDP

Avenida Rio Branco, 65 - 19th floor - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Fax (+55 21) 3797-6399

The above addresses and fax numbers of either Party may be changed by means of official written notice from one Party to the other at least 15 (fifteen) working days prior to the effective date of the change.

This Guarantee will be presented in [insert the number corresponding to the number of copies] ([insert number of copies in words]) copies, any such copy being deemed to be an original.

This Guarantee was duly signed by the GUARANTOR on [insert day] of [insert month] of [insert year] and shall be effective and enter into force from the date of signature of Concession Agreement No. [insert Concession Contract number].

[insert the corporate name of the Guarantor]

---

[signature]

Signed by: [insert name of representative]

Position: [insert position]

## ANNEX XXX - LIST OF DOCUMENTS FOR REGISTRATION, QUALIFICATION AND SIGNING OF AGREEMENTS

Table 24 - List of documents for registration in the Open Acreage of Concession - National and Foreign Bidders

Table 24 - List of documents for registration in the Open Acreage of Concession - Domestic and Foreign Bidders

Nature	Item	Document	Mandatory	Model	SEI	Documents issued abroad or in foreign language			
					(document form)	Notarization <sup>1</sup>	Legalization (documents issued abroad)	Sworn Translation (documents in foreign language)	Registered with the Titles and Documents Registry Office (documents issued abroad)
<b>Section IV - Registration for Participation</b>	Subsection IV.2	Eletronic Application Form	√	site	bom-digital <sup>3</sup>	No applicable.	No applicable.	No applicable.	No applicable.
	4.15 a)	Corporate documents/ Articles of incorporation (bylaws or articles of association)	√	No	digitized	√	√	√	√
	4.15 b)	Corporate documents/ Documents proving the powers and names of representatives	If applicable	No	digitized	√	√	√	√
	4.15 c)	Corporate documents/ Documents proving the fulfillment of any conditions for the exercise of the powers of the representatives	If applicable	No	digitized	√	√	√	√
	4.15 d)	Declaration that the corporate acts are up to date	√	ANNEX V	digitized	√	√	No applicable. Follow the Annex model.	√
	Subsection IV.3.2	Power of attorney for accredited representatives to carry out acts and assume responsibilities to the bidding procedure.	√	ANNEX VI	digitized	√	√	√	√
	Subsection IV.3.3	Organogram of the corporate group	√	No	digitized	√	√	√	√
	Subsection IV.3.4	Declaration of technical, economic and financial capacity, legal, tax and labor compliance	√	ANNEX VII	digitized	√	√	√	√
	Subsection IV.3.5	Term of commitment to adjust corporate purpose	Except foreign interested parties, they must submit the document provided for item 4.40 (b)	ANNEX VIII	digitized	√	√	√	√
	4.31 a)	Proof that is organized and operating regularly Comprovante de funcionamento regular conforme as regras de seu país de origem expedido por órgão oficial de registro de sociedades	Foreign applicant	No	digitized	√	√	√	√
	4.31 b)	Term of commitment to set up a corporate legal entity, in accordance with Brazilian law, or to appoint a controlled Brazilian corporate legal entity already set up	Foreign applicant	No	digitized	√	√	√	√
	Subsection IV.4	Cover letter	if applicable	ANNEX X	digitized	√	√	No applicable. Follow the Annex model.	√

1. Documents issued abroad must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD).

2. All documents produced by interested parties and bidders must be dated and signed by the accredited representative. Powers of attorney must be dated and signed by the legal representatives of the the interestd part

3. Born-digital is the document created in eletronic environment.

Tax and labor compliance will be proven by analyzing the documents obtained by ANP through access to databases of public bodies responsible for issuing them.

### Chart 25 - List of documents for registration in the Open Acreage of Concession - FIPs

**Table 25 - List of documents for registration in the Open Acreage of Concession - FIPs**

Nature	Item of the Tender Protocol	Document	Mandatory	Model	SEI	Documents issued abroad or in foreign language			
					(document form)	Notarization <sup>1</sup>	Legalization (documents issued abroad)	Sworn Translation (documents in foreign language)	Registered with the Titles and Documents Registry Office (documents)
Section IV - Registration for Participation	Subsection IV.2	Eletronic application form	√	site	Born-digital3	Non applicable	Non applicable.	No applicable.	No applicable
	Subsection IV.3.2	Power of attorney for accredited representatives to carry out acts and assume r	√	ANNEX VI	Digitized2	√	√	√	√
	Subsection IV.3.3	Organogram of the corporate group	√	No	Digitized	√	√	√	√
	Subsection IV.3.4	Declaration of technical, economic and financial capacity, legal, tax and labor compliance	√	ANNEX VII	Digitized	√	√	√	√
	Subsection IV.3.5	Term of commitment to adjust corporate purpose	√	ANNEX VIII	Digitized	√	√	√	√
	4.33 a)	Articles of incorporation with the latest amendment filed with the competent body	√	No	Digitized	√	√	√	√
	4.33 b)	Proof of registration with the Brazilian Securities and Exchange Commission (CVM). For foreigners, document similar to the registration with the regulatory body in the origin country.	√	No	Digitized	√	√	√	√
	4.33 c)	Consolidated regulation with subsequent amendments, if any.	√	No	Digitized	√	√	√	√
	4.33 d)	Proof of registration of the administrator and, if any, the manager with the Securities and Exchange Commission (CVM)	√	No	Digitized	√	√	√	√
	4.33 e)	Minutes of the General Meeting that appointed the administrator and manager	√	No	Digitized	√	√	√	√
	4.33 f)	Proof that the FIP is authorized to participate in the Open Acreage of Concession, through the minutes of the General Meeting or equivalent document	√	No	Digitized	√	√	√	√
4.33 g)	Term of commitment to set up a corporate legal entity under Brazilian law or to appoint subsidiary that has already been set up, with its registered office and administration in Brazil	√	ANNEX IX	Digitized	√	√	√	√	
	Subsection IV.4	Cover letter	Interested parties that do not have an oil and gas agreement in force in Brazil	ANNEX X	Digitized	√	√	√	√

Nota:

1. Documents issued abroad must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD).
2. All documents produced by interested parties and bidders must be dated and signed by the accredited representative. Powers of attorney must be dated and signed by the legal representatives of the the interestd party with p
3. Born-digital is the document created in eletronic enviroment.
4. Tax and labor compliance will be proven by analyzing the documents obtained by ANP through access to databases of public bodies responsible for issuing them.

Chart 26 - List of documents for qualification in the Open Acreage of Concession - National and Foreign Bidders

26 - List of documents for qualification in the Open Acreage of Concession - Domestic and Foreign Bidders

Nature	Item of the Tender Protocol	When changes occur	Mandatory	Model	SEI	Documents issued abroad or in foreign language			
					(document form)	Notarization <sup>1</sup>	Legalization (documents issued abroad)	Sworn Translation (documents in foreign language)	Registered with the Titles and Documents Registry Office (documents issued abroad)
Subsection VIII.2 Legal qualification and proof of fiscal and labor regularity	4.15 a)	Corporate Documents/ Articles of incorporation	When changes occur	No	Digitized	√	√	√	√
	4.15 b)	Corporate Documents/ Proof the powers and names of the legal representatives	When changes occur	No	Digitized	√	√	√	√
	4.15 c)	Corporate Documents/ Proof of the fulfillment of any conditions for the exercise of the powers of the representatives	√	No	Digitized	√	√	√	√
	4.15 d)	Declaration that the corporate acts are up to date	√	ANNEX V	Digitized	√	√	√	√
	Subsection VIII.2 b)	Declaration of absence of impediments to the signing of the concession agreement	√	ANNEX XVII	Digitized2	√	√	Non applicable. Follow the model of annex	√
	Subsection VIII.2 c)	Declaration on relevant legal or judicial pending matters	√	ANNEX XVIII	Digitized2	√	√	Non applicable. Follow the model of annex	√
	Subsection IV.3.3	Organogram of the corporate group	When changes occur	No	Digitized2	√	√	√	√
	8.12 a)	Proof of registration with the CNPJ <sup>4</sup>	Only domestic bidders	No	Born-Digital3	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 b)	Joint Negative Debt Certificate or Positive Debt Certificate with Negative Effect relating to Federal Taxes and the Union's Active Debt, issued by the Attorney General's Office of the National Treasury (PGFN) <sup>4</sup>	Only domestic bidders	No	Born-Digital3	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 c)	FGTS Regularity Certificate(CRF) <sup>4</sup>	Only domestic bidders	No	Born-Digital3	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 c)	Negative Labour Debt Certificate <sup>4</sup>	Only domestic bidders	No	Born-Digital3	Non applicable	Non applicable	Non applicable	Non applicable
	8.17 a)	Proof that it is organized and operating regularly in accordance with the laws of its country	Only foreigner bidders	No	Digitized2	√	√	√	√
8.17 b)	Term of commitment to set up a corporate legal entity under Brazilian law or to appoint a controlled Brazilian corporate legal entity already set up if it wins the bid	Only foreigner bidders	No	ANNEX XI	Digitized2	√	√	Non applicable. Follow the model of annex 1	√
Subsection VIII.3- Technical qualification	8.21 a) b) c) d)	Technical Summary	√	ANNEXES XIX, XX, XXI, XXII	Born-Digital ou Digitized2	√	√	Non applicable. Follow the model of annex 1	√
	8,22	Safety, Environment and Health (SMS) or Quality, Safety, Environment, Health and Social Responsibility (QSMS-RS) policy	√	No	Born-Digital ou Digitized2	√	√	√	√
	8,37	Integrated SMS (HSE) Management System Manual or similar corporate procedures	If applicable	No	Born-Digital ou Digitized2	√	√	√	√
	8,38	Certification of an Integrated SMS (HSE) Management System	If applicable	No	Born-Digital ou Digitized2	√	√	√	√
Subsection VIII.4 - Economic and financial qualification	8.53 a)	Financial Statements	√	No	Born-Digital ou Digitized2	√	√	√	√
	8.53 b)	Independent auditor's opinion	√	No	Born-Digital ou Digitized2	√	√	√	√
	8.53 c)	Summary of Financial Statements	Only foreigner bidders	ANNEX XXIII	Born-Digital ou Digitized2	√	√	√	√

Nota:

1. Documents issued abroad must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD).
  2. All documents produced by interested parties and bidders must be dated and signed by the accredited representative. Powers of attorney must be dated and signed by the legal representatives of the the interestd party with powers of attorney.
  3. Born-digital is the document created in electronic environment.
- Tax and labor compliance will be proven by analyzing the documents obtained by ANP through access to databases of public bodies responsible for issuing them.

## Chart 27 - List of documents to qualify for the Open Acreage of Concession - FIPs

27 - List of documents for Qualification in the Open Acreage of Concession - Domestic and Foreign Bidders- FIPs

	Item of the Tender Protocol	Document	Mandatory	Model	SEI	Documents issued abroad or in foreign language			
					(document form)	Notarization <sup>1</sup>	Legalization (documents issued abroad)	Sworn Translation (documents in foreign language)	Registered with the Titles and Documents Registry Office (documents issued abroad)
<b>Subsection VIII.2.2 - Legal qualification and proof of fiscal and labor regularity</b>	8.20 a- 8.13 b)	Declaration of absence of impediments to the signing of the agreement	√	ANNEX XVII	Digitized2	√	√	√	√
	8.13 c)	Declaration on relevant legal or judicial pending matters	√	ANNEX XVIII	Digitized	√	√	√	√
	4.33 c)	Consolidated Regulation and amendments	When changes occur	No	Digitized	√	√	√	√
	4.33 e)	Minutes of the General Meeting that appointed the administrator and manager	When changes occur	No	Digitized	√	√	√	√
	8.12 a)	Proof of registration with the CNPJ	√	No	Born-digital	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 b)	Joint Negative Debt Certificate or Positive Debt Certificate with Negative Effect issued by the Attorney General's Office of the National Treasury (PGFN)	√	No	Born-digital	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 c)	FGTS Regularity Certificate(CRF)	√	No	Born-digital	Non applicable	Non applicable	Non applicable	Non applicable
	8.12 d)	Negative Labor Debt Certificate, or positive with negative effect from the Labor Court.	√	No	Born-digital	Non applicable	Non applicable	Non applicable	Non applicable
<b>Subsection VIII.3.3 - Technical qualification as a non-operator</b>	8,51	Technical Summary model 03	√	ANNEX XXI	Digitized2	√	√	Non applicable. Follow the model of ANNEX.1	√
	8.24	HSE (SMS) policy	√	No	Born-digital ou Digitized2	√	√	√	√
<b>Subsection VIII.4 - Economic and financial qualification</b>	8,59	Complete interim financial statements, accompanied by an independent auditor's opinion.	√	No	Born-digital ou Digitized2	√	√	√	√

Nota:

1. Documents issued abroad must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD).
2. All documents produced by interested parties and bidders must be dated and signed by the accredited representative. Powers of attorney must be dated and signed by the legal representatives of the the interestd party with powers of attorney.
3. Born-digital is the document created in eletronic environment.
4. Tax and labor compliance will be proven by analyzing the documents obtained by ANP through access to databases of public bodies responsible for issuing them.

Table 28 - List of documents for signing the Open Acreage of Concession

28 -Documents for signing concession agreement

Nature	Item	Document	Mandatory	Model	SEI	Documents issued abroad or in foreign language			
					(document form)	Notarization <sup>1</sup>	Legalization (documents issued abroad)	Sworn Translation (documents in foreign language)	Registered with the Titles and Documents Registry Office (documents issued abroad)
X.2 Documents for signing concession agreement	Subsection X.2.1	Signatory information	√	ANNEX XXIV	Digitized2	√	√	Non applicable. Follow the model of ANNEX.1	√
	Subsection X.2.2	Financial Guarantees of the Minimum Exploratory Program or Initial Work Program	√	ANNEXES XXV, XXVI, XXVII	Digital-born ou Digitized2	√	√	Non applicable. Follow the model of ANNEX.1	√
	10,11	Letter signed by all the consortium members expressing full awareness of the concession and the obligations of the PEM or PTL.	If applicable	ANNEX XXVIII	Digitized2	√	√	Non applicable. Follow the model of ANNEX.1	√
	10,13	Receipt for payment of the signature bonus	√	No	Digital-born ou Digitized2	√	Non applicable	Non applicable	Non applicable
	Subsection X.2.4	Consortium agreement	If applicable	No	Digitized2	√	Non applicable	Non applicable	Non applicable
	Subsection X.2.5	Performance guarantee	If applicable	ANNEX XXIX	Digitized2	√	√	Non applicable. Follow the model of ANNEX.1	√
	4.15 a)	Corporate documents/ Artcles of Incorporation	When changes occur	No	Digitized	√	√	√	√
	4.15 b)	Corporate documents/ Documents proving the powers and names of the legal representatives	When changes occur	No	Digitized	√	√	√	√
	4.15 c)	Corporate documents/ Documents proving the fulfillment of any conditions for the exercise of the powers of the representatives	When changes occur	No	Digitized	√	√	√	√
Subsection X.2.7	Proof of tax and labor compliance 4	In the event of expiration	No	No	Digital-born 3	√	No	No	No
X.3 Signing of the concession agreement by affiliate	Subsections X.3.1	Affiliate documents for economic and financial and legal qualification and proof of tax and labor compliance	If applicable	Table 26	Table 26	Table 26	Table 26	Table 26	Table 26

Note:

1. Documents issued abroad must be notarized and subsequently legalized, and duly registered with the Titles and Documents Registry Office (RTD).
2. All documents produced by interested parties and bidders must be dated and signed by the accredited representative. Powers of attorney must be dated and signed by the legal representatives of the the interestd party with powers of attorney.
3. Born-digital is the document created in electronic enviroment.
4. Tax and labor compliance will be proven by analyzing the documents obtained by ANP through access to databases of public bodies responsible for issuing them.

**ANNEX XXXI - REQUEST TO REOPEN THE PUBLIC SESSION**

A [insert name of bidder], represented by its accredited representative(s), under the penalties provided for in the current tender protocol of the Open Acreage of Concession and in the applicable legislation, hereby requests the National Agency of Petroleum, Natural Gas and Biofuels (ANP) to reopen the public session for the presentation of the offer of the [insert number of PCO cycle] Open Acreage of Concession Cycle for the sectors listed below:

**Table 29 - Reopening of the public session - exploratory blocks**

Basin	Sector

*[Add lines to include more sectors].*

**Table 30 - Reopening of the public session - areas with marginal accumulations**

Basin	Sector

*[Add lines to include more sectors].*

The reopening of the public bidding session of the Open Acreage of Concession cycle mentioned above will include the sectors that have had their Request for Reopening of the public session approved by the Bidding Round Special Commission (CEL) and meet the requirements stipulated in Subsection VII.6.

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[signature]

Signed by: [insert the name(s) of the accredited representative(s) of the bidder]

Place and date: [insert place and date]

**ANNEX XXXII - DRAFT CONCESSION AGREEMENT - EXPLORATION BLOCKS**

**ANNEX XXXIII - DRAFT CONCESSION AGREEMENT - AREAS WITH MARGINAL  
ACCUMULATIONS**