



NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP

OPEN ACREAGE OF PRODUCTION SHARING TENDER PROTOCOL

GRANTING OF EXPLORATION AND PRODUCTION OF OIL AND NATURAL GAS IN PRE-SALT OR STRATEGIC AREAS

RIO DE JANEIRO, May 29, 2025

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Version 02

PREAMBLE

This tender protocol contains the provisions applicable to the Open Acreage to grant the exercise oil and natural gas exploration and production activities pre-salt or strategic areas under the production sharing 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 tender protocol.

Summary

SECTION I - INTRODUCTION	5
SECTION II - OBJECT OF THE BID	13
SECTION III - PRESENTATION OF DOCUMENTS.....	16
SECTION IV - REGISTRATION FOR PARTICIPATION IN THE OPEN ACREAGE OF PRODUCTION SHARING.....	23
SECTION V - PUBLIC TECHNICAL DATA AND ASSOCIATED SUPPLEMENTARY INFORMATION	32
SECTION VI - DECLARATION OF INTEREST AND BID GUARANTEE	37
SECTION VII - PRESENTATION AND JUDGMENT OF OFFERS.....	44
SECTION VIII - QUALIFICATION.....	51
SECTION IX - AWARD OF THE CONTRACT AND APPROVAL OF THE TENDER	66
SECTION X - SIGNING THE PRODUCTION SHARING CONTRACT.....	67
SECTION XI - PENALTIES.....	78
SECTION XII - CLARIFICATIONS, INFORMATION AND OBJECTIONS	81
SECTION XIII - ADMINISTRATIVE APPEALS.....	83
SECTION XIV - ANP'S RIGHTS AND PREROGATIVES, JURISDICTION AND OMITTED CASES.....	84
ANNEX I - DETAILS OF THE BLOCKS ON OFFER	86
ANNEX II - APPLICATION FOR USE OF PREVIOUS TECHNICAL QUALIFICATIONS OR USE OF DOCUMENTS	94
ANNEX III - AUTHORIZATION TO DISCLOSE INFORMATION ABOUT THE BIDDER.....	97
ANNEX IV - PAYMENT OF DATA PACKAGE ACCESS FEES.....	99
ANNEX V - DECLARATION THAT CORPORATE ACTS ARE UP TO DATE	101
ANNEX VI - POWER OF ATTORNEY FOR APPOINTMENT OF ACCREDITED REPRESENTATIVES.....	103
ANNEX VII - COVER LETTER.....	105
ANNEX VIII - DECLARATION OF ABSENCE OF IMPEDIMENTS TO SIGNING THE SHARING CONTRACT.....	109
ANNEX IX - DECLARATION OF RELEVANT PENDING LEGAL OR JUDICIAL PROCEEDINGS.....	110
ANNEX X - TERM OF COMMITMENT TO ADAPT CORPORATE PURPOSE.....	111
ANNEX XI - TERM OF COMMITMENT TO INCORPORATE A LEGAL ENTITY UNDER BRAZILIAN LAW OR TO APPOINT A CONTROLLED LEGAL ENTITY ALREADY INCORPORATED TO SIGN THE CONTRACT.....	112
ANNEX XII - TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION BY EXPERIENCE OF THE BIDDER OR ITS GROUP.....	113
ANNEX XIII - TECHNICAL SUMMARY 02: TECHNICAL QUALIFICATION AS A NON-OPERATOR.....	123
ANNEX XIV - TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION FOR BIDDERS ALREADY OPERATING IN BRAZIL	124
ANNEX XV - DECLARATION OF TECHNICAL, ECONOMIC AND FINANCIAL CAPACITY AND LEGAL, FISCAL AND REGULARITY.....	128
ANNEX XVI - SUMMARY OF FINANCIAL STATEMENTS.....	129
ANNEX XVII - MODEL LETTER OF CREDIT FOR BID GUARANTEE.....	132
ANNEX XVIII - BID GUARANTEE INSURANCE MODEL.....	145
ANNEX XIX - DECLARATION OF BLOCKS OF INTEREST	160

ANNEX XX - PERCENTAGE OF SURPLUS OIL FOR THE FEDERAL GOVERNMENT BASED ON SUPPLY, PRODUCTIVITY AND PRICE	161
ANNEX XXI - INFORMATION ON THE SIGNATORY	162
ANNEX XXII - MODEL LETTER OF CREDIT FOR COMPLIANCE WITH THE MINIMUM EXPLORATORY PROGRAM	164
ANNEX XXIII - GUARANTEE INSURANCE MODEL FOR COMPLIANCE WITH THE MINIMUM EXPLORATORY PROGRAM	178
ANNEX XXIV - MODEL PLEDGE AGREEMENT	196
ANNEX XXV - DECLARATION BY THE CONSORTIUM CONTRACTOR ON THE FINANCIAL GUARANTEES OF THE PROGRAMMINIMUM EXPLORATORY	215
ANNEX XXVI - PERFORMANCE GUARANTEE MODEL	216
ANNEX XXVII - TERM OF COMMITMENT TO ADHERE TO THE PRODUCTION INDIVIDUALIZATION AGREEMENT	220
ANNEX XXVIII - ADDENDUM N° [-] TO THE AGREEMENT FOR THE INDIVIDUALIZATION OF THE PRODUCTION OF THE DEPOSIT SHARED BETWEEN	221
ANNEX XXIX - EQUIVALENCE OF WORK UNITS.....	226
ANNEX XXX - DECLARATION OF UPDATED REGISTRATION DOCUMENTS.....	229
ANNEX XXXI - LIST OF DOCUMENTS FOR REGISTRATION, QUALIFICATION AND SIGNING CONTRACTS	232 OF ANNEX
XXXII - DRAFT PRODUCTION SHARING CONTRACTS	237

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 Federal Government'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 National Petroleum, Natural Gas and Biofuels Agency (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 and holding tenders for the concession of rights to carry out oil and natural gas exploration and production activities, signing the concession contracts resulting from them and overseeing their execution.

1.4. Law No. 12,351/2010 provides for the exploration and production of oil and natural gas in pre-salt areas and strategic areas, which will be contracted by the Federal Government under the production sharing regime.

1.5. Law No. 12,351/2010 delegated ANP, among other duties, to prepare and submit to the approval of the Ministry of Mines and Energy (MME) the draft tender protocols and contracts, and to promote bids for the contracting of oil and natural gas exploration and production activities under the production sharing regime.

1.6. Law No. 12,351/2010, under the terms of article 8, delegated the MME, representing the Federal Government, to enter into production sharing contracts, in accordance with the provisions of articles 19, 20 and 21 of that law.

1.7. Law No. 12,351/2010, under the terms of articles 8 and 45 and article 2 of Law No. 12,304/2010, defined that Pré-Sal Petróleo S.A. - PPSA, will represent the interests of the Federal Government, with the purpose of managing production sharing contracts signed by the MME and managing contracts for the sale oil and natural gas and other fluid hydrocarbons from the MME.

1.8. On November 29, 2016, Law No. 13,365/2016 introduced changes to Law No. 12,351/2010, allowing Petróleo Brasileiro S.A. - Petrobras to express its preemptive right to act as operator of the blocks to be contracted under the production-sharing regime, with CNPE being responsible for proposing to the Presidency of the Republic the blocks to be operated by Petrobras and indicating its

minimum stake in the consortium, which cannot be less than 30%.

1.9. On May 3, 2017, Decree No. 9,041 regulated Law No. 12,351/2010, establishing Petrobras' right of preemption.

1.10. 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, and ANP may conduct permanent bids under the concession regime for these fields and blocks. Under the Production Sharing regime, fields or blocks in the pre-salt area or in Strategic Areas will be tendered as long as they are authorized by a specific CNPE determination defining the parameters to be adopted for each field or block to be tendered.

1.11. CNPE authorized ANP, through Resolutions 26/2021, 04/2022 and 11/2023, to tender the blocks listed in Annex I under the Open Acreage system, under the production sharing regime.

1.12. 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.

1.13. The definitions contained in Article 2 of ANP Resolution 969/2024 are hereby incorporated into this call for tenders.

1.14. This tender protocol defines the rules that must be complied with by all those interested in participating in the Open Acreage of Production Sharing and was prepared in accordance with the relevant provisions of the applicable legislation, including Law No. 9,478/1997, Law No. 12,351/2010, Law No. 13,365/2016, Decree No. 9,041/2017, CNPE Resolution No. 17/2017, as amended by CNPE Resolution No. 27/2021, CNPE Resolution No. 26/2021, Resolution No. 04/2022 and CNPE Resolution No. 11/2023, CNPE Resolution No. 06/2024 and ANP Resolution No. 969/2024.

1.15. Participation in the bidding procedure implies knowledge and acceptance of the rules and conditions set out in this tender protocol and its annexes.

1.16. This tender protocol may be amended to include, exclude and adjust the blocks detailed in ANNEX I, as well as to improve the rules related to the Open Acreage of Production Sharing procedure as necessary, subject to the provisions of Article 10 of ANP Resolution No. 969/2024.

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

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

Subsection I.2 - Open Acreage of Production Sharing Procedure

1.18. The Open Acreage of Production Sharing comprises the continuous offer of blocks located in the pre-salt polygon or in areas defined as strategic, for the purpose of granting the exercise of oil and natural gas exploration and production activities under the production sharing regime. The blocks on offer are detailed in Table 8 of ANNEX I to this tender protocol.

1.19. ANP will conduct the Open Acreage of Production Sharing 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 Production Sharing in its external actions.

1.20. Those interested in participating in the Open Acreage of Production Sharing must apply for registration under the terms of Section IV.

1.21. 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.

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

1.23. Bidders may, at any time, submit a declaration of interest accompanied by a bid guarantee for any of the blocks available in Table 8 of ANNEX I, except in cases indicated in item 1.27. The declaration of interest must be accompanied by a bid guarantee, in accordance with Section VI.

1.24. 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.

1.25. An Open Acreage of Production Sharing cycle will be opened with the approval by the CEL of a declaration of interest, and a specific schedule will be established so that bidders can participate in that cycle.

1.26. A new cycle can only be opened after the public presentation of offers for the current cycle has taken place.

1.27. If a new cycle is opened before the end of previous cycles, the blocks awarded in the previous cycle cannot be the subject of a declaration of interest in subsequent cycles.

1.27.1. The awarded blocks whose contracts have not been signed will be available to receive declarations of interest after the end of the cycle.

1.28. ANP may, with good reason, suspend the opening of a new cycle of the Open Acreage of Production Sharing.

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

Subsection I.3 - Open Acreage of Production Sharing Cycles

1.29. Each cycle of the Open Acreage of Production Sharing will consist of all the activities necessary to hold the public session for the submission of bids for blocks that are the subject of a declaration of interest and will also include the qualification of the winning bidders in the public session, the awarding of the cycle's bid, the approval of the cycle's bid and the signing of contracts.

1.30. The declaration of interest that will open an Open Acreage of Production Sharing cycle will be judged by the Special Bidding 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.

1.31. Only bidders listed in the last list of bidders for the respective regime, under the terms of Section IV, may participate in an Open Acreage of Production Sharing cycle.

1.32. The schedule to be established by CEL for each cycle of the Open Acreage of Production Sharing shall observe a minimum period of 120 (one hundred and twenty) calendar days and a maximum period of 180 (one hundred and eighty) calendar days between the publication in the Federal Official Gazette of the approval of the first declaration of interest and the date of the public session for the submission of bids.

1.33. The schedule for the Open Acreage of Production Sharing cycle will consist of the following dates:

- a)** opening date of the Open Acreage of Production Sharing cycle.
- b)** Deadline for those interested in participating in the cycle who are not included in the last list of bidders for the Open Acreage of Production Sharing 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 blocks on offer in the call for bids.
- e)** Deadline for announcing the blocks that will be auctioned in the public bidding session of the Open Acreage of Production Sharing cycle.
- f)** Deadline for bidders to submit declarations of interest for the blocks that will be bid on in the public bidding session of the Open Acreage of Production Sharing cycle, disclosed in the deadline for paragraph (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 Production Sharing cycle.
- i)** Deadline for submission of the qualification documents of the winning bidders of the public session of the Open Acreage of Production Sharing cycle
- j)** Deadline for awarding the bid and ratifying the results of the Open Acreage of Production Sharing cycle.
- k)** Deadline for the submission of documents for the signing of contracts and for the qualification of appointed affiliates, if any.
- l)** Deadline for payment of the subscription bonus and proof thereof.
- m)** Deadline for signing production sharing contracts.

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

1.34.1. Any requests for extensions to the deadlines set out in item 1.33 must be made in writing, in Portuguese, and addressed to CEL no later than 5 (five) working days before the deadline in question.

1.35. 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 1.33 of the schedules for the respective cycle.

1.36. 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.

1.37. In the public bidding session of a cycle, bidders will submit bids for the blocks being bid on, which are judged and classified by the CEL, pursuant to Section VII.

1.38. For the blocks in which Petrobras has exercised its preemptive right to act as operator, the provisions of item 2.8 must be observed.

1.39. Winning the public bidding session of the cycle does not guarantee the right to sign the production sharing contract.

1.40. After the public session for the presentation of offers, the winning bidders from the public session of cycle will be subject to qualification, carried out by ANP, under terms of Section VIII.

1.41. The 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.

1.42. 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.

1.43. CEL shall draw up a detailed report on the bidding procedure, pursuant to Section IX.

1.44. ANP's Collegiate Board of Directors will award the object to the winning bidders of the bidding cycle, ratify the result of the Open Acreage of Production Sharing cycle and summon them to sign the production sharing contracts, under the terms of Section IX.

1.45. The winning bidders in the cycle tender must submit documents, guarantees and

The signing of the production sharing contracts closes the respective cycle of the Open Acreage of Production Sharing.

1.46. If the winning bidder in the cycle does not sign the contract, the procedure set out in Subsection X.4 will be adopted.

Subsection I.4 - Disqualification of bidders

1.47. The bidder will be disqualified in the following cases:

- a) after submitting the declaration interest accompanied by the bid security, fails to submit a valid bid for the block for which the 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) does not maintain the qualifying conditions until the production sharing agreement is signed.
- e) not signing the production sharing contract.
- f) not renewing guarantees when required.
- g) incurring, within the scope of this bidding process, 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.

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

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

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

1.47.4. In the case provided for in point (e), the effect of disqualification is restricted to the object of the production sharing agreement not signed by the bidder.

1.47.5. In the case provided for in paragraph (f), the effect of the disqualification is restricted to the block covered by the non-renewed guarantee.

1.47.6. In the cases provided for in points (a) to (f), the effect of disqualification is limited to

The bidder may submit a bid for the same block in subsequent cycles.

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

SECTION II - OBJECT OF THE BID

Subsection II.1 - Description of the object

2.1. The purpose of the Open Acreage of Production Sharing is to carry out oil and natural gas exploration and production activities under the production sharing regime in the areas of the blocks on offer set out in Table 8 of ANNEX I.

2.2. In order to carry out oil and natural gas exploration production activities, the winning bidders in the bidding cycle or the affiliates they appoint must enter into production sharing contracts, the drafts of which are set out in ANNEX XXXII.

2.3. The details of the information and technical and economic parameters relating to the blocks on offer, such as the duration of the exploration phase, if applicable, the minimum qualification required for the operator in each block, the values of the signature bonuses and the minimum exploratory program (PEM) and the minimum percentage of surplus oil for the Federal Government can be found in ANNEX I - Part 1.

2.4. Part 2 of ANNEX I provides details of the information and parameters relating to the blocks set out in Part 1 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 contracts.

2.5. Among the contractual obligations, the contractor will be subject to the payment of taxes levied on the activity, in accordance with the applicable legislation, and government revenue, as provided for in the production sharing contract.

Subsection II.2 - Exploratory model

2.6. This call for tenders may include the following exploratory models:

- a) blocks with high potential for oil and natural gas discoveries: with the aim of recomposing and expanding national reserves and Brazilian oil and natural gas production and meeting growing domestic demand; and
- b) exploratory frontier blocks: 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 exploratory *plays*.

Subsection II.3 - Consortium for signing the contract

2.7. The winning bidders in the bids for the blocks in which Petrobras has not expressed an interest in acting as operator, as indicated in Table 9 of ANNEX I, must form a consortium with PPSA to sign the respective contracts.

2.8. The winning bidders in the tenders for the blocks in which Petrobras has expressed an interest in acting as operator, listed in Table 9 of ANNEX I, must, to sign the contracts, form a consortium with:

- a) PPSA; and
- b) Petrobras, if Petrobras, in accordance with the terms of item 7.13 (m), must form such a consortium or decide to form it¹.

2.9. PPSA will represent the interests of the Federal Government in the management of the production sharing contracts signed because of the Open Acreage of Production Sharing.

Subsection II.4 - Government Revenue

2.10. The Government Revenues applicable to this tender were established by Art. 42 of Law No. 12,351/2010, comprising: i) subscription bonuses; and ii) royalties.

2.11. The signature bonus corresponds to the amount, in Reais (R\$), to be paid by the winning bidder in the cycle's bids, in a single installment, within the period established by CEL, as a condition for signing the production sharing agreement for the block that is the object of the bid.

2.12. The signature bonus will not be part of the cost of the oil and corresponds to the fixed amount owed to the Federal Government by the contractor.

2.13. The signature bonus must be equal to the value established for the block on offer, as listed in Table 8 of ANNEX I.

2.14. The portion of the signature bonus for PPSA will be equivalent to the amount indicated in CNPE Resolution 26/2021, CNPE Resolution 04/2022 and CNPE Resolution 11/2023.

2.15. Under the terms of §1 of art. 42 of Law 12,351/2010, royalties, at a rate of 15% (fifteen percent) of the production value, correspond to financial compensation for the

¹ Article 4 of Decree No. 9,041/2017 establishes the rules to be observed by Petrobras for the possible composition of a consortium with the winning bidder in the blocks for which it has expressed an interest in acting as operator. These rules vary according to the percentage of surplus oil offered to the Federal Government.

exploitation of oil, natural gas and other liquid hydrocarbons referred to in § 1 of art. 20 of the Federal Constitution, and its reimbursement to the contractor and its inclusion in the calculation of the cost in oil is prohibited under any circumstances.

Subsection II.5 - Minimum Exploratory Program (MEP)

2.16. The minimum exploration program corresponds to the set of exploration activities to be carried out by the contractor, which may be expressed in work units (UT) or by drilling a well in blocks with unitizable areas, when required

2.17. The number of UTs or well drilling to be performed in each block, with their respective financial guarantee amounts, can be found in Table 8 of ANNEX I and are defined in the production sharing contract.

2.18. The accepted exploratory activities and the UTs equivalence list can be found in Annex XXIX.

2.19. The minimum exploration program must be complied with during the exploration phase.

Subsection II.6 - Local content commitment

2.20. The production sharing agreement will contain the conditions for compliance with the local content of each block on offer.

2.21. The minimum percentages of overall local content and of the macro-groups to be met in the exploration phase and in the production development phase are summarized in Table 10 of ANNEX I and in the production sharing contract.

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 via 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 application for the documents required within the scope of the Open Acreage of Production Sharing must take place in the process in which the bidder applied for registration, except:

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

3.5. Without prejudice to sending the digital file through the SEI, the financial guarantees of the minimum exploratory 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 Central Office or delivered to its protocol service, to the attention of the Licensing Rounds Promotion Superintendence (SPL), respecting the deadlines established by the CEL in the cycle schedules.

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

3.7. The documents produced by interested parties 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,

3.8. 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

reproduce 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.

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

3.10. 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.

3.11. Only the accredited representatives of the interested parties and the bidder, appointed by means of 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.

3.12. 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.

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

3.14. ANP may request any additional information or documents to support the analysis of the documentation from interested parties and 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 that formal non-conformities that do not affect the content of the document and material errors be rectified.

3.15. 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.

3.16. No documentation submitted to ANP will be returned, except for bid guarantees that have been exempted under the conditions described in Subsection VI.7.

3.17. 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:
 - b.1) apostille, if the document was issued in a country that is a signatory to the Hague Apostille Convention; or
 - b.2) is 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.

3.18. 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 Licensing Rounds Promotion Superintendence (SPL), respecting the deadlines defined in the schedule for each cycle of the Open Acreage of Production Sharing.

3.19. 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.

3.20. These documents must be written in Portuguese, printed on A4 paper, free of any amendments, erasures, blots or additions and sections 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.

3.21. 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 of Petroleum, Natural Gas and Biofuels Central

Office

A/C: Licensing Rounds Promotion Superintendence (SPL)

Avenida Rio Branco, 65 - Térreo - Centro

Rio de Janeiro - RJ, Brazil CEP:

20090-004

3.22. Documents may not be submitted to other ANP offices.

Subsection III.2 - Documents sent abroad

3.23. Documents issued abroad, 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.

3.24. 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.

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

Subsection III.2.1 - Foreign legal entities

3.26. Foreign legal entities may participate in the Open Acreage of Production Sharing and must comply with the requirements set out in this tender protocol.

3.27. 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 that ANP accept, as meeting this requirement, a document forwarded instead of the one provided for in the bidding instrument; and
 - a.3) mention the documents provided for in (b) and (c) below;
- b) equivalent documents in order to meet the requirement laid down in 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.

3.28. If there is no document equivalent to the document 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

3.29. 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.

3.30. 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, in compliance with the provisions of Subsection IV.3.7, and to guarantee the interests of the Federal Government as the holder of the rights over exploration and production of oil and natural gas in Brazil.

Subsection III.3 - Use of documents

3.31. Documents that have been submitted to ANP for purposes of registration, qualification and signing of contracts in the Permanent Offering, bidding rounds and agreement assignment procedures may be used for the Permanent Offering of Sharing of

Production. To do so, the interested party must submit an application in accordance with the rules and model in ANNEX II.

3.32. 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 not stated will only be accepted if they have been submitted to ANP up to one (1) year prior to the request for. This deadline does not apply to corporate documents, which may be used while they are still in force, or to documents for economic and financial qualification.

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

3.34. The use of documents does not imply approval of the bidder's registration or qualification, and ANP may request clarifications and/or additional documents.

Subsection III.3.1 - Use of documents issued abroad

3.35. Documents issued abroad that have been submitted to ANP for the purposes of registration, qualification and signing of contracts in bidding rounds, in the Permanent Offer and procedures for the assignment of contracts may be used, provided they are within validity period.

3.36. 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.

3.37. To do so, the interested party must submit a request in accordance with the rules and model in ANNEX II, listing the documents for which they are requesting use and informing, for each one, the Bid Round or agreement 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

3.38. The 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, the disclosure of which could represent a competitive advantage to other economic agents, shall be prohibited.

3.39. 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.

3.40. Interested parties may request that their contact details 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 Production Sharing.

SECTION IV - REGISTRATION FOR PARTICIPATION THE PERMANENT PRODUCTION SHARING OFFER

Subsection IV.1 - General Provisions

- 4.1.** To apply for the Open Acreage of Production Sharing, the interested party must submit:
- a)** electronic form, in accordance with Subsection IV.2;
 - b)** registration documents, as per Subsection IV.3, e;
 - 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 Production Sharing, provided that they fully comply with all the provisions of the tender protocol and applicable legislation:
- a)** national or foreign legal entities engaged in business activities, either alone or in consortia; 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 Production Sharing 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 production sharing regime only once and keep the registration documents up to date under the terms of 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 Petrobras, the provisions of Subsection IV.7 must be observed.
- 4.8.** In the specific case of FIPs, the provisions of Subsection IV.3.8 must be observed.
- 4.9.** In the specific case of foreign interested parties, the provisions of Subsection IV.3.7 must be observed.

4.10. Only bidders listed in the latest list of bidders for the Open Acreage of Production Sharing published by ANP on its website <https://www.gov.br/anp/pt-br/rodadas-anp> may take part in an Open Acreage of Production Sharing cycle.

4.11. Interested parties who are not included in the last list bidders for the Open Acreage of Production Sharing 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.

4.12. Tables 20 and 21 of ANNEX XXXI 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

4.13. Those interested in taking part in the tender must individually fill in the electronic application form available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

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

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

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

4.17. If, during the course of the Open Acreage of Production Sharing, 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 filled in on the electronic application form and that contained in the documents provided for in Subsections IV.3, the information contained in these documents shall prevail.

4.18. By completing and submitting the form to ANP, the interested party declares:

- a)** know and accept the rules and conditions established in this tender protocol and in its

annexes and

- b) 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

4.19. 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 contracts, among others);
- d) declaration that the corporate acts are up to date, in accordance with the model in ANNEX V, of:
 - d.1) submission a copy of the most up-to-date version of its articles of or bylaws with the provisions in force;
 - d.2) proof of the powers and names of their legal representatives;
 - d.3) service a possible conditions to exercise of powers of the representatives, as provided for in the articles of association, if applicable.

4.20. The documents mentioned in item 4.19 (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).

4.21. Any alteration to the corporate documents mentioned in items (a), (b) and (c) of item 4.19, including corporate restructuring, alteration or transfer of corporate control, during the course of the Open Acreage of Production Sharing, 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

4.22. 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.

4.23. 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.

4.24. If the interested party wants any of its legal representatives to act in the bidding procedure and/or sign the respective contract, 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 interested party's corporate documents.

4.25. The accredited representative will represent the interested party at all stages of the bidding procedure, including the signing of the respective contract. If the interested party appoints more than one accredited representative, any of them, individually, will represent the interested party in any acts related to the Open Acreage of Production Sharing.

4.26. 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 Production Sharing will be sent.

4.27. Interested parties must indicate at least one accredited representative domiciled in Brazil.

4.28. Each accredited representative may only represent one interested party, with the exception of interested parties belonging to the same corporate group.

4.29. If more than one interested party nominates the same accredited representative, only the nomination of the first will be considered, respecting the order in the document was submitted to ANP.

4.30. 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.

4.31. No change of accredited representatives will be allowed within the 10 (ten) working days following

prior to the public session for the presentation of offers and the signing of production sharing contracts, according to the schedule of the Open Acreage of Production Sharing cycle, except in exceptional situations and upon reasoned request to ANP.

Subsection IV.3.3 - Corporate group organization chart

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

4.33. 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.

4.34. 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.

4.35. Interested parties 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.

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

4.37. In the case of a company that is not controlled by or controls any other legal entity, and if none of its partners controls any legal entity, the interested party 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.

4.38. The application of the law of the country of origin will not be accepted on any grounds whatsoever.

origin of the interested party in order to maintain secrecy about its shareholding.

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

4.39. Declaration that the interested party will meet, at the qualification stage, the qualification criteria required to sign the production sharing contracts for the blocks for which it intends to submit an offer, in accordance with the model in ANNEX XV.

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

4.40. If the interested party's corporate purpose is not suitable for the purpose of the Open Acreage of Production Sharing, 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 production sharing contract, if it wins, according to the model in ANNEX X.

4.40.1. Foreign interested parties that do not have a corporate purpose suitable for the object of the Open Acreage of Production Sharing are exempt from submitting the term of commitment mentioned in item 4.40, since they must submit the document provided for in item 4.42 (b).

Subsection IV.3.6 - Term of commitment to adhere to the production individualization agreement

4.41. Term of Commitment to Adhere to the Production Individualization Agreement, according to the model in ANNEX XXVII, by means of which it declares that if it wins the bid and signs a production sharing agreement that falls under the provisions of Part 2 of ANNEX I, it will be subject to the respective Individualization Agreement approved by ANP.

Subsection IV.3.7 - Additional documents for registration of a foreign interested party

4.42. 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 a body.

official company register of the country of origin, issued within one (1) year prior to the date of submission to 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 headquarters and administration in Brazil, to sign the sharing contract, if it wins the bidding cycle for the Open Acreage of Production Sharing, in accordance with the model in ANNEX XI.

Subsection IV.3.8. - Documents for FIP registration

4.43. FIPs must submit all the documents listed in Subsection IV.3, with the exception of the documents listed in Subsection IV.3.1.

4.44. In addition, they must submit the following documents:

- a) memorandum of association with the most recent amendment filed with the competent authority;
- 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, of 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 Production Sharing, through the minutes of the General Meeting or other equivalent document;
- g) a term of commitment to set up a corporate legal entity under Brazilian law, or to appoint a subsidiary already set up, with its registered office and administration in Brazil, to sign the production sharing contract, if it wins the bid, in accordance with the model in ANNEX XI.

Subsection IV.4 - Cover letter

4.45. Interested parties without oil exploration and production agreement and

natural gas 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 ANNEX VII.

Subsection IV.5 - Approval of registration

4.46. 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.

4.47. 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.

4.48. After approval of the registration by CEL, the bidder will be included in the list of bidders for the Open Acreage of Production Sharing, to be published by ANP.

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

Subsection IV.6 - Updating Registration Documents

4.50. Maintaining the status of bidder in the Open Acreage of Production Sharing is subject to 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.

4.51. To do so, the bidder must request the declaration in ANNEX XXX and, if necessary, updated 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.

4.52. The CEL will judge, by September 1st of each year, the updating of documents and the maintenance of bidder status in the Open Acreage of Production Sharing.

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

Subsection IV.7 - Petrobras participation

4.54. Under the terms of Law No. 13,365/2016, regulated by Decree No. 9.041/2017, Petrobras has expressed its interest in acting as operator of the blocks indicated in Table 9 of ANNEX I. Such expressions imply its adherence to the rules of this tender protocol, under the terms of art. 20, paragraph 1, of Law No. 12,351/2010.

4.55. In order to exercise the right indicated in item 4.54, Petrobras must register for the Open Acreage of Production Sharing, pursuant to item 4.1, and keep the registration documents up to date, pursuant to Subsection IV.6.

4.56. If Petrobras is interested in submitting a bid, individually or in a consortium, in addition to its registration, it must comply with the provisions of Sections VI and VII.

SECTION V - PUBLIC TECHNICAL DATA AND ASSOCIATED SUPPLEMENTARY INFORMATION

Subsection V.1- General Provisions

5.1. This section refers to the public technical data associated with the blocks planned for the Open Acreage of Production Sharing. The technical data package is a collection of public technical data selected by ANP for the Open Acreage of Production Sharing, 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 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.
- b)** 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 item 5.2(a) can be accessed in accordance with the established procedures and additional information available at: <https://www.gov.br/anp/pt-br/rodadas-anp/oferta-permanente/opp/pacote-dados-tecnicos>.

5.4. Complementary information and documents that do not form part of the scope of the PROMAR Program will be made available in accordance with the specifications assigned in paragraph (b) of item 5.2.

5.5. 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.

5.6. One or more technical data packages were prepared for the Open Acreage of Production Sharing blocks, as listed in Table 13 of ANNEX IV.

5.7. Some of the information in the technical data packages can also be provided in English.

5.8. To access the technical data package, the interested party must comply with Subsection V.4.

5.9. The content of each technical data package will follow, in part or in full, the structure shown in Table 1.

Table 1 - Contents of the Technical Data Packages

I. General information:	<p>a) Geological Summary: description of the geology, stratigraphic column, schematic geological sections and other relevant information.</p> <p>b) Joint opinion from the competent Environmental Agency and ANP on the environmental sensitivity of the areas to be offered.</p>
II. Public seismic data:	<p>2D seismic lines, Post-Stack, in standard SEG-Y format; and</p> <p>3D seismic surveys, Post-Stack, in standard SEG-Y format.</p>
III. Data from public wells:	<p>a) Composite profiles;</p> <p>Profile curves (LAS format for pre-ANP data and LIS or DLIS format for post-ANP well data);</p> <p>Rock-Eval pyrolysis geochemistry data and % TOC.</p> <p>Well folders containing geological data and information (description of casing samples, analysis of cores, sedimentology and geochemistry), drilling (fluids, casing and cementing) and production (completion, testing, profiling and analysis of fluid samples) and other relevant information.</p>
IV. Public gravimetry and magnetometry data:	<p>a) Gravimetry data (x, y and z), ASCII format;</p> <p>Magnetometry data (x, y and z), ASCII format.</p>
V. Geological and geophysical studies contracted by ANP.	N.A.
VI. Production Individualization Agreement(s) approved.	N.A.

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

5.10. 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.

5.11. 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 bank slip must be completed in the name of the applicant who will actually register and take part in the tender. The "CPF/CNPJ" field of the bank slip may 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 the access fee 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 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 Favored party: 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

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 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) proof of payment of the access fee to the technical data package corresponding to the sector or grouping of sectors of interest, under the terms of Subsection V.2; and
- 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 Adhesion Agreement for 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 Production Sharing; and
- b) the Adhesion Agreement is up to date and in force.

5.22. After approving the documentation mentioned in this section, ANP will send an e-mail 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/permanent-offer/opp/technical-data-package>.

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 blocks for which it intends to bid in the public bidding session and must comply with the model in ANNEX XIX.

6.2. The declaration of interest must be accompanied by a bid guarantee equal to or greater than the amount indicated in column (vii) of Table 8 of ANNEX I for each block of interest.

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

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

6.6. Only bidders who appear on the last list of bidders the Open Acreage of Production Sharing published by ANP, under the terms of item 1.33 (c), may submit a bid in the public session of a cycle, in the following forms:

- a)** Bidders who have submitted a declaration of interest accompanied by a bid guarantee must submit a valid bid for the block covered by the 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 blocks on offer in the public session, provided that they are in consortium with a bidder who has submitted declaration of interest; and
- c)** Bidders who have not submitted a declaration of interest or a bid guarantee may submit bids for any blocks on offer in 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 block of interest, respecting the amounts indicated in column (viii) of Table 8 of ANNEX I.

- 6.8.** In the case of consortium bids, the bid guarantees submitted for the block of interest 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 (viii) of Table 8 of ANNEX I.
- 6.9.** Bidders intending to submit bids for more than one block 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 Production Sharing cycle schedule.
- 6.11.** Each bid deemed valid by the 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 production sharing agreement 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 the bidders as borrowers and may not contain a clause excluding any liability contracted by the borrowers of the guarantees in relation to participation in this tender.
- 6.14.** In the case of a FIP, the bid guarantee must be in the name of its administrator (borrower) and expressly indicate the name of the FIP.
- 6.15.** The bidder who submits a declaration of interest and does not submit a valid bid in the public session for the block that is the subject of the declaration of interest will have the bid security 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 take part in public bid submission sessions for subsequent cycles of the Open Acreage of Production Sharing.

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 XIX, may be submitted in physical format or issued digitally and signed using a digital certificate, and sent to the e-mail 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 e-mail address: garantias.rodadas@anp.gov.br

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

National Agency of Petroleum, Natural Gas and Biofuels - ANP Central Office A/C: Licensing Rounds Promotion Superintendence (SPL) Open Acreage of Production Sharing Avenida Rio Branco, n.º 65, Térreo, Centro Rio de Janeiro - RJ, Brazil ZIP CODE: 20090-004 SECRET DOCUMENT

Subsection VI.3 - Value of the bid guarantee

6.20. The declaration of interest must be accompanied by a bid guarantee equal to or greater than the amount indicated in column (vii) of Table 8 of ANNEX I for each block of interest.

6.20.1. Bid guarantees that are not accompanied by a declaration of interest pursuant to item 6.6 (b) will not need to comply with the minimum amounts set out in column (vii) of Table 8 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 an Open Acreage of Production Sharing cycle has been defined, the day prior to the date set for the public bidding session should be considered as the start date for the bid guarantee.

6.24. If the date for signing production sharing contracts is extended, 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 1.47 of this tender protocol.

Subsection VI.5 - Types of bid guarantees

6.25. Bid guarantees may be provided in the following forms, in accordance with the models in the annexes:

- a) letter of credit issued in Brazil - model in ANNEX XVII (Part 1);
- b) letter of credit issued abroad - model in ANNEX XVII (Part 2); and
- c) guarantee insurance - model in ANNEX XVIII.

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 XVII (Part 1), and be underwritten 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 XVII (Part 2); the provisions of Section III and Subsection III.2; 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 XVIII.

6.30. These policies must contain the number of the reinsurance agreement carried out by a legal entity authorized by Susep, in the form of the model in ANNEX XVIII.

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>, a 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 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 4.19 (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).

6.32. 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

6.33. The bid guarantee will be executed in the amount corresponding to the block that is the object of the bid indicated in column (viii) of Table 8 of ANNEX I, by express determination of ANP, in the cases of the following hypotheses:

- 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 non-qualified 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 sole bidder that won the bid, or an affiliate indicated by it, fails to sign the production sharing agreement within the period defined by ANP;
- f)** in the event that a consortium has won the bid, none of the consortium members, or their affiliates, sign the production sharing agreement within the period defined by ANP;
- g)** in the event that the winning bidder in bidding cycle does not sign the production sharing contract, the remaining bidder or consortium that, when summoned by ANP, expresses an interest in honoring the offer presented by the winning bidder, fails to sign the production sharing agreement within the period defined by ANP;
- h)** the cases of disqualification provided for in points (b), (c), (d) and (e) of item 1.47, except in the case of consortium bids in which the other consortium members assume the responsibilities of the disqualified bidders.

6.34. In the event of disqualification as provided for in item 1.47 (a), by express determination of ANP, the bid guarantee will be executed individually in the amount corresponding to the value indicated in column (vii) of Table 8 of ANNEX I for each block of interest for which a declaration of interest has been submitted and the bidder has not submitted a valid bid.

6.35. 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 Federal Government, with payment by means of a Union Collection Form (GRU), in accordance with the relevant instructions to be sent to the respective accredited representatives.

6.36. In both cases, execution of the guarantee or direct payment to the Federal Government, the bidder will not be exempt from the possible application of the penalties provided for in Section XI and the applicable legislation.

Subsection VI.7 - Release and return of bid guarantees

6.37. 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 the valid offer, and the bidder has not incurred in the case of disqualification provided for in paragraph (a) of item 1.47, within 15 (fifteen) days of the public session;
- c)** to all bidders who submitted a valid bid, within 15 (fifteen) days of signing the production sharing contract.

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

6.39. Bid guarantees that have not been withdrawn will be kept on file by ANP until their expiration date, after which they may be discarded.

SECTION VII - PRESENTATION AND JUDGMENT OF OFFERS

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

7.1. The public sessions for submitting bids will be held on a date, time and place to be announced by ANP for each cycle of the Open Acreage of Production Sharing.

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. The bids will be made up exclusively with an indication of the percentage of surplus oil for the Federal Government, respecting the minimum percentage for each block established in column (xiii) of Table 8 of ANNEX I.

7.5. The percentage of the oil surplus for the Federal Government, to be offered by the bidders, must refer to the price of a barrel of Brent-type oil of US\$ 50.00 (fifty US dollars) and the average daily production of 10,000 (ten thousand) barrels of oil per active producing well.

7.6. The price of oil will be the monthly average of the daily prices of *Brent Dated*, according to the quotation published daily by *Platt's Crude Oil Marketwire*.

7.7. The volume of natural gas produced will be shared with the same percentage applied to the sharing of the volume of oil.

7.8. Wells with oil production restricted by technical and operational issues and which are calculating losses, at PPSA's discretion, will not be taken into account when calculating the average.

7.9. During the production phase, each month the contractor will appropriate the portion of production corresponding to the cost in oil, respecting the limit of 80% (eighty percent) of the gross value of production in each of the blocks offered. Costs that exceed these limits will be accumulated for appropriation in subsequent years.

7.10. The deadlines, criteria and conditions for the calculation and appropriation by the contractor of the cost in oil and the volume of production corresponding to the royalties due are set out in Clauses Five and Nine of the draft production sharing contracts in ANNEX XXXII.

7.11. ANNEX XX shows the percentage of surplus oil for the Federal Government based supply,

productivity and oil price for the Open Acreage of Production Sharing.

Subsection VII.3 - Procedure for preparing and presenting offers

7.12. Bids must be drawn up in accordance with the following rules:

- a)** bids must be drawn up by block of interest, taking into account the blocks that will be bid on in the public bidding session of the cycle;
- b)** bidders must comply with the qualification requirements set out in this tender protocol for the block they are bidding on;
- c)** bids must be prepared using 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 percentage of surplus oil offered to the Federal Government;
and
 - d.3)** form to recompose the percentage of participation of the bidders and the indication of a new operator.
- e)** the form referred to in point (d.3) will only be available for bids for the blocks in which Petrobras has expressed an interest in acting as Operator, as indicated in Table 9 of ANNEX I;

- f) 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;
- g) 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 an accredited representative of the bidder;
- h) the bidders must sign the commitment to form the consortium² with PPSA and with each other, if the bid is submitted by more than one bidder, on the form mentioned in point (d);
- i) for blocks in which Petrobras has expressed an interest in acting as Operator, the commitment to form the consortium³ mentioned in (h) will also include Petrobras;

² The term commitment form a consortium contained in the model offer envelope cover contains the following text:

The legal entity(ies) listed below, registered for the Open Acreage of Production Sharing promoted by the National Agency of Petroleum, Natural Gas and Biofuels (ANP), represented herein by its (their) accredited representative(s) before ANP, should it (they) be successful in the bid for the block indicated on this envelope, undertakes, under the terms of Law No. 12,351/2010, to form a consortium for the signing of the Production Sharing Agreement with the following composition, being allowed to delegate the signing of such agreement to its affiliates, under the same conditions established herein:

- a) winning bidder(s); and
- b) PPSA.

³ The term of commitment to form a consortium contained in the model offer envelope cover contains the following text:

The legal entity(ies) listed below, registered for the Open Acreage of Production Sharing promoted by the National Agency of Petroleum, Natural Gas and Biofuels (ANP), represented herein by its (their) accredited representative(s) before ANP, should (they) win the bid for the block indicated on this envelope, undertakes, under the terms of Law No. 12,351/2010, to form a consortium for the signing of the Production Sharing Agreement with the following composition, being allowed to delegate the signing of such agreement to its affiliates, under the same conditions established herein:

- a) winning bidder(s);
- b) PPSA; and
- c) Petrobras, if it does not win the bid and, in exercising its preemptive right to act as operator, joins the consortium.

7.13. Bids must comply with the following rules:

- a)** bids may be submitted by any bidder included in the latest list of bidders for the Open Acreage of Production Sharing published by ANP;
- b)** bidders who have not submitted a declaration of interest accompanied by 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 the CEL;
- c)** each bid must be associated with a valid bid security and for the amount set out in column (viii) of Table 8 of ANNEX I.
- d)** bids that exceed the total value of the guarantees submitted will be invalidated, observing the sequence defined by the CEL for each cycle of the Open Acreage of Production Sharing;
- e)** in the absence of a bid and in order enable the execution the bid security pursuant to Subsection VI.6, the amount indicated in column (vii) of Table 8 of ANNEX I shall be withheld per block of interest, taking into account the declarations of interest submitted individually;
- f)** a single deadline will be set for bidders to go to the bidding area with the envelopes of all the blocks for which they intend to bid;
- g)** the accredited representatives of the bidders, empowered to do so by a power of attorney, in accordance with the model in ANNEX VI, must enter the area carrying only the bid envelopes and official photo identification;
- h)** The bids will be processed and the results announced by block according to the sequence defined by the CEL for each cycle of the Open Acreage of Production Sharing;
- i)** all envelopes entering the bidding area must be sealed and presented to CEL during the public bidding session;
- j)** CEL will check that the envelopes are filled out and their contents, and may, at its sole discretion, request the relevant corrections;
- k)** the envelopes containing the offers will be opened and analyzed by the CEL;
- l)** the offer read by the system will be homologated with the printed version, this being the

only official version. In the event of a discrepancy between the information contained in the forms referred to in points (d.2) and, if applicable, (d.3) of item 7.12 and the reading of the offer made by the system, or technical problems, the printed documents will apply;

m) for the blocks in which Petrobras has expressed an interest in acting as Operator, after the announcement of the winning bid for each block, the following procedure must be adopted:

m.1) if the percentage of the surplus oil for the Federal Government offered for the bidding block is equal to the minimum percentage defined in column (xiii) of Table 8 of ANNEX I, Petrobras must form a consortium with the winning bidder;

m.2) in the event that the percentage of the surplus oil for the Federal Government offered for the bidding block is higher than the minimum percentage defined in column (xiii) of Table 8 of ANNEX I, the CEL will summon the accredited representative of Petrobras to express, within 30 (thirty) minutes, its decision to form a consortium with the winning bidder;

n) in the event that Petrobras decides not to form a consortium with the winning bidder, pursuant to subparagraph (m2), CEL will disclose the new participation percentages of the bidders and the new Operator contained in the Offer Recomposition form provided for in subparagraph (d.3) of item 7.12;

o) the provisions of paragraph (m) shall not apply if Petrobras is the successful bidder, either alone or in a consortium;

p) 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 the CEL.

Subsection VII.3.1 - Presentation consortium offers

7.14. Bids may be submitted by bidders in consortia that meet the following requirements:

- a)** the bidder indicated as the Operator of the offering consortium must meet the requirements for qualification as an A+ Operator;
- b)** the other consortium members must at least meet 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) for blocks in which Petrobras has previously expressed an interest in being the operator, at least one member of the bidding consortium must meet the requirements for qualification as an A+ Operator;
- e) the Operator may not have a stake of less than 30% (thirty percent) in the consortium;
- f) each of the other consortium members must have a minimum participation of 5% (five percent) in the offering consortium;
- g) the bidders must sign the commitment to form the consortium, signed by the consortium members, indicating the bidder Operator, responsible for the consortium and for conducting the operations, in accordance with the Envelope Cover form described in item 7.12 (d.1).

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

7.15. Pursuant to art. 38, IV, of Law No. 9,478/1977, no bidder may make more than one offer for the same block, either individually or in a consortium, as established in art. 16, IV, of Law No. 12,351/2010. All bids for the same block that contravene this rule will be invalidated by CEL.

7.16. This limitation is extended to bidders who are members of the same corporate group, and to bidders who have members of the board of directors (administrators, directors, members of the Board of Directors), partners or accredited representatives in common, unless they 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 the CEL to decide whether they can bid for the same blocks, taking into account the promotion of the competitiveness of the tender.

7.17. 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

7.18. The bids will be judged individually for each bidding block.

7.19. Up to two (2) decimal places will be taken into account when offering the surplus oil to the Federal Government.

7.20. Bids will be ranked in descending order of the percentage of surplus oil for the Federal Government for each block, respecting the minimum value defined in column (xiii) of Table 8 of ANNEX I.

7.21. The bidder offering the highest percentage of surplus oil to the Federal Government will be declared the winner of the public bidding session.

7.22. The CEL will judge the offers in accordance with the criteria established in this tender protocol and in Law No. 12,351/2010, disqualifying offers that do not meet the pre-established requirements.

Subsection VII.5 - Tie-breaking rules

7.23. When two or more bidders offer the same amount of surplus oil to the Federal Government for the same block, the tied bidders will be given a new deadline to submit new offers. The new bids may not be lower than the previous bids.

7.24. The deadline for submitting new bids will be set by the CEL chairman. If these bidders do not submit new offers or if there is a new tie, a drawing of lots will be used as the tie-breaking criterion, which will take place in public, during the same public session as the presentation of offers, at a time designated by CEL.

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

7.25. The permanent sharing offer does not provide for the reopening of the public session for blocks that have not been won.

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 and 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) A+ operator - qualified to operate in blocks located in areas within the pre-salt polygon and strategic areas, as defined by the CNPE, for contracts signed under the production sharing regime;

b) non-operator - qualified to act in a consortium, subject to the provisions of item 8.60.

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, 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 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. For the blocks in which Petrobras has not expressed an interest in acting as operator, indicated in Table 9 of ANNEX I, the bidder indicated as operator of the offering consortium must obtain qualification in the A+ operator category.

8.10. For the blocks in which Petrobras has previously expressed an interest in acting as operator, indicated in Table 9 of ANNEX I, at least one member of the offering consortium

must qualify as an A+ operator.

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

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

8.13. Bidders must maintain their qualification conditions until the production sharing agreement is signed, otherwise they will be disqualified from the bidding process.

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

8.14. In order to obtain legal qualification and proof of tax and labor regularity, in addition to the documents already submitted for registration as set 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.3.8 must be observed):

- a) corporate documents mentioned in Subsection IV.3.1 that have undergone any changes since their most recent submission to ANP;
- b) declaration of the absence impediments to the signing the production sharing contract, under the terms of ANNEX VIII, attesting that there is no fact that prevents the signing or execution of the production sharing contract;
- c) declaration on relevant legal or judicial pending matters, in the terms of ANNEX IX, 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);

8.15. 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 them⁴:

⁴ Bidders must remedy any pending issues attributable to them before the expiry of the deadline for submitting the qualification documents set by the CEL for each cycle.

- a) proof of registration with the CNPJ;
- b) Joint Negative Debt Certificate or Positive Debt Certificate Negative Effect relating to Federal Taxes and the Federal Government'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.

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

8.17. Bidders who are registered and in good standing with the Unified Supplier Registration System (SICAF) will be exempted from analyzing the documents listed in points a) to (d) of item 8.15, for the purposes of proving tax compliance.

8.18. 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.

8.19. Foreign bidders will be exempt from the analysis of documents relating to proof of tax and labor compliance.

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

8.20. Foreign bidders must submit, in addition to the documents listed in points (a) to (c) of item 8.14, 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 filing with ANP; and
- b) term of commitment for the incorporation of a corporate legal entity under Brazilian law or for the appointment of a Brazilian corporate legal entity already controlled by the company.

constituted, with headquarters and administration in Brazil, to sign the production sharing contract, if it wins the bid, according to the model in ANNEX XI.

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

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

- a)** documents required item 8.14, paragraphs (b) and (c), which shall be submitted in the name of the FIP's administrator; and
- b)** documents listed in item 4.44 (c) and (e) must be resubmitted in the event of a change.

8.22. Tax and labor compliance will be proven by analyzing the documents listed in item 8.15, which will be obtained by ANP through access to the databases of the public bodies responsible for issuing them⁵.

⁵ FIPs must remedy any pending issues attributable to them before the expiry of the deadline for submitting the qualifying documents set by the CEL for each cycle.

Subsection VIII.3 - Technical qualification

8.23. The bidder will be technically qualified as an **A+ operator** or **non-operator**.

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

- a) technical qualification by experience of the bidder or its corporate group: technical summary 01 (ANNEX XII);
- b) technical qualification as a non-operator: technical summary 02 (ANNEX XIII);
- c) technical qualification for bidders already operating in Brazil: technical summary 03 (ANNEX XIV).

8.25. 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+ operator

8.26. Technical qualification as an operator can be obtained from the experience of the bidder or its corporate group (Subsection VIII.3.1.1) in Brazil and/or abroad.

8.27. The qualification of the experience of the bidder or its corporate group will be based:

- 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); and
- e) aspects related to Health, Safety and Environment (HSE) (Subsection VIII.3.1.1.5).

8.27.1. In the case of qualification by the bidder's experience, all the documents listed in item 8.27 must refer to the bidder itself.

8.28. For technical qualification as an A+ operator, the bidder must obtain a score of 81 points or more.

8.29. 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.

8.30. The A+ operator must have experience in exploration and/or production activities in shallow, deep or ultra-deep waters as an operator, regardless of the score achieved.

Subsection VIII.3.1.1 - Qualification based on the experience of the bidder or its corporate group

8.31. 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 XII.

Subsection VIII.3.1.1 - Scoring for experience in E&P activities

8.32. 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 2:

Table 2 - Scores for E&P activities under development

Criteria	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 waters during the exploration phase	10	5	5
d) E&P activities in shallow waters in the production phase	10	5	5
e) E&P activities in deep or ultra-deep waters in the exploration phase	10	5	5
f) E&P activities in deep or ultra-deep waters in the production phase	10	5	5
g) E&P activities in adverse environments ¹	10	5	5
h) E&P activities in environmentally sensitive areas ²	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 conditions of high pressure and high temperature (well with a pressure gradient of pores 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°) and high presence of contaminants such as CO2 (carbon dioxide) and H2S (hydrogen sulphide), 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

8.33. Bidders who report experience as operators in E&P activities will receive the score set out in Table 3, depending on the length of experience and the operating environment (onshore, shallow water or deep/ultra-deep water).

Table 3 - Score for length of experience in E&P activities as operator

Operating environment	Length of experience - T (in years)			
	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Onshore	5	10	15	20
Shallow waters	10	15	20	25
Deep/ultra-deep water	15	20	25	30

8.34. 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 4.

Table 4 - 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)			
	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Onshore	2.5	5	7.5	10
Shallow waters	5	7.5	10	12.5
Deep/ultra-deep water	7.5	10	12.5	15

Subsection VIII.3.1.1.3 - Scoring by oil equivalent production volume

8.35. 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

8.36. 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 5.

8.37. The amount of investment over the last 5 (five) 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 Production Sharing cycle.

Table 5 - 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 waters	3	4	5
Deep/ultra-deep water	4	5	6

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

8.38. 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.

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

Subsection VIII.3.2 - Technical qualification as a non-operator

8.40. 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 or controlling company, where applicable, in accordance with the technical summary model 02 in ANNEX XIII.

Subsection VIII.3.3 - Technical qualification for bidders already operating in Brazil

8.41. Bidders who have concession or production sharing contracts 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 contracts and their respective areas of operation, in accordance with the technical summary model 03 in ANNEX XIV.

8.42. The bidder may also use current contracts signed by members of its corporate group.

8.42.1. Bidders using existing contracts 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 production sharing contract.

8.43. 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.3.4 - Simplified technical qualification procedure

8.44. 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 Production Sharing may opt for the simplified technical qualification procedure, to which end they must submit a request in accordance with the rules and model in ANNEX II - Part 2.

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

8.44.2. Bidders who have obtained the technical qualification provided for in Subsection VIII.3.1.1 on the basis of 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 it becomes a signatory to the oil and natural gas exploration and production contract.

8.45. Bidders opting for the simplified technical qualification procedure must comply with the provisions of Subsection VIII.3.1 of the tender protocol.

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

Subsection VIII.4 - Economic and financial qualification

8.47. 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) 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 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 XVI - Summary of Financial Statements, for foreign bidders only.

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

8.49. The Financial Statements must be presented in accordance with Law No. 6,404/1976, and may not be replaced by interim balance sheets, without prejudice to the obligation to present an independent auditor's opinion.

8.50. 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).

8.51. 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.

8.52. Bidders that have been established for less than 3 (three) years must submit complete financial statements and an independent auditor's opinion for the financial years that have already ended.

8.53. Bidders incorporated in the same financial year as the 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, in order 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.

8.54. Bidders wishing to prove an increase in net worth during the same financial year as the 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.

8.55. 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 8.54 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 submission of qualification documents established by the CEL for the respective cycle, in the form of item 1.33 (i) of this tender protocol.

8.56. In addition to the documents required in item 8.47 (a) and (b) foreign bidders must also submit the document required in item 8.47 (c) (ANNEX XVI), 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

8.57. The bidder must demonstrate, by means of the documents mentioned in item 8.47, 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 6.

8.58. Bidders wishing to act as operators must obtain an A+ operator qualification.

8.59. The bidder that obtains the qualification level as a non-operator can only participate through a consortium that contains a bidder qualified in the A+ operator category.

8.60. 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 the operator of the block, according to Table 6.

✓ **Table 6 - Minimum net worth values for economic and financial qualification**

Qualification level	Operational environments	Minimum net worth - PLM (R\$)
Operator A+	Areas located in the pre-salt polygon and strategic areas, as defined by the CNPE, for contracts signed under the production sharing regime	433.300.000,00
Non-operator	Any area located in the pre-salt polygon and strategic areas, as defined by the CNPE for contracts signed under the production sharing regime ¹	108.325.000,00

Note:

¹ Acting exclusively as an investor.

Subsection VIII.5 - Summary of qualifying documents and criteria

8.61. Table 7 consolidates the criteria for the qualification levels set out in this tender protocol.

Table 7 - Consolidation of the criteria for the qualification levels

Qualification	Legal qualification	Technical qualification ¹	Economic and financial qualification (PLM in R\$)	Environment
Operator A+	proof of legal, tax and labor registration	81 points or more ²	433.300.000,00	qualified to operate in a block located in the pre-salt polygon and strategic areas, as defined by the CNPE, for contracts signed under the production sharing regime.
Non-operator	proof of legal, tax and labor registration	summary of your main activity	108.325.000,00	can only bid in consortium with other bidders in any area located in the pre-salt polygon and strategic areas, as defined by the CNPE, for contracts signed under the production sharing regime

Notes:

¹ In the case provided for in Subsection VIII.3.3, the scoring criterion technical qualification does not apply.

² To qualify as an A+ operator, the bidder must have experience in exploration and/or production activities in shallow, deep or ultra-deep waters, as an operator, regardless of the score achieved.

8.62. Table 22 of ANNEX XXXI consolidates the qualification documentation and presentation formalities provided for in this tender protocol for domestic and foreign bidders.

8.63. Table 23 of ANNEX XXXI consolidates the qualification documentation and submission formalities provided for in this tender protocol for FIPs.

Subsection VIII.6 - Result of qualification by ANP

8.64. 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. The qualification will be approved for the winning bidders of the public session of

submission of offers that meet all the requirements set out in this section.

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

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

Subsection VIII.7 - Validation of qualification by CEL

8.67. The Bidding Round Special Commission (CEL) 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.

8.68. 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, CEL will call for new bidders in accordance with the procedure established in 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

8.69. 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.

- a) The remaining bidders who have submitted a valid bid for the same block will be called by the 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 point (a) must submit qualification documents within the time limit set in the call.
- c) Qualification will be carried out ANP in the order in which the bids are ranked, as provided for in item 7.20, until one of the remaining bidders meets the qualification requirements.
- d) If none of the remaining bidders expresses an interest in honoring the offer

or those expressing such interest are not qualified, the bidder who submitted the next highest ranked bid will be considered the new winning bidder for the public session, and this will be considered the new winning bid.

- e) The new winning bidder from the public session under (d) will be called by CEL to submit qualification documents.
- f) 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.
- g) For blocks in which there are no qualified bidders, the CEL will declare the tender closed.

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

8.70. 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.

8.71. If none of the bidders in the consortium assumes the responsibilities of the non-qualified bidder, the procedure set out in item 8.69 will be adopted.

Subsection VIII.8.3 - Enforcement of the bid guarantee

8.72. 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 CONTRACT AND APPROVAL OF THE TENDER

9.1. For each cycle of the Open Acreage of Production Sharing, the 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;
- 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 Collegiate 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 Collegiate Board of Directors will call the winning bidders of the bidding cycle to sign the production sharing contracts, 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 THE PRODUCTION SHARING CONTRACT

Subsection X.1 - General provisions

- 10.1.** The winning bidders of the bidding cycle called for under Section IX, or the affiliates indicated by them, will enter into production sharing contracts with the Federal Government, through the Ministry of Mines and Energy, for the exploration and production of oil and natural gas.
- 10.2.** In order to sign the production sharing contracts, the winning bidders or the affiliates indicated by them must present documents and guarantees, as well as proof of payment of the signature bonus, as provided for in this Section X, respecting the schedule published by CEL for the Open Acreage of Production Sharing cycle.
- 10.3.** The numbers of the production-sharing contracts for requesting, within the scope of SEI, the documents provided for in this Section will be sent by ANP by electronic message to the accredited representatives of the bidders.
- 10.4.** A production sharing agreement will be signed for each block awarded. ANP will publish the extracts of the signed contracts in the DOU.
- 10.5.** At ANPs discretion, production sharing contracts 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, in compliance 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 production sharing contracts regarding the form and manner in which the production sharing contracts will be signed, in advance of the deadline for signing the contracts defined in the schedule by the CEL for each cycle of the permanent production sharing offer.

Subsection X.2 - Documents for signing production sharing contracts

- 10.7.** The documents for signing production sharing contracts must be submitted for each agreement to be signed.
- 10.8.** Table 24 in ANNEX XXXI lists the documents required to sign production sharing contracts.

Subsection X.2.1 - Signatory information

10.9. The winning bidder must submit the information of the signatory of the production sharing contract, according to the model in ANNEX XXI.

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

10.10. The representatives appointed to sign the production sharing agreement must have been appointed as accredited representatives by means of the power of attorney (ANNEX VI), under the terms of Subsection IV.3.2.

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

Subsection X.2.2 - Financial guarantee for the minimum exploratory program

Subsection X.2.2.1 - Value of financial guarantees for the minimum exploratory program (MAP)

10.12. The total value of the guarantees presented to back up compliance with the Minimum Exploratory Program (PEM) will correspond to **30% (thirty percent)** of the estimated value of the PEM established for each block that is the object of the production sharing contract, according to column (x) of Table 8 of ANNEX I.

10.13. The monetary value of the PEM will be automatically monetarily adjusted on January 1st of each calendar year, by the variation of the General Price Index - Internal Availability (IGP-DI),), published by the Getúlio Vargas Foundation, from the date the production sharing agreement is signed.

10.14. 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.

Subsection X.2.2.2 - Duration of the financial guarantees of the Minimum Exploratory Program (EMP)

10.15. The term of the financial guarantees for the minimum exploration program presented in the form of letters of credit and insurance guarantees must comply with the schedule published by CEL for the Open Acreage of Production Sharing cycle, and must begin on the first working day of the month scheduled for the signing of the production sharing contracts and end 180 (one hundred and eighty) days after the last day of the Exploration Phase.

10.16. For each cycle of the Open Acreage of Production Sharing, 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 production sharing contract, by means of an electronic message to the accredited representatives appointed in the power of attorney by each bidder.

10.17. If the date for signing the sharing contracts is extended, the new start and end dates for the financial guarantees will be posted on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

Subsection X.2.2.3 - Types of financial guarantees for the Minimum Exploration Program (EMP)

10.18. The winning bidder must submit a financial guarantee to back up compliance with the Minimum Exploratory Program (PEM) in one of the following ways, observing the models in the annexes:

10.18.1. letter of credit issued in Brazil - model in ANNEX XXII (Part 1);

10.18.2. letter of credit issued abroad - model in ANNEX XXII (Part 2);

10.18.3. guarantee insurance - model in ANNEX XXIII; and

10.18.4. oil and natural gas pledge agreement - model in ANNEX XXIV.

10.19. The financial guarantees provided for in (a), (b) and (c) shall comply with the provisions of Subsection VI.5, apart from the models.

10.20. The financial guarantee provided for in (d) will be subject to prior approval by ANP and must comply with the following provisions:

10.20.1. Pledge contracts 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.

10.20.2. 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.

10.20.3. Net operating revenue, adjusted to the calculation base, will be calculated as follows

provisions and definitions for filling in the Statement of Determination of Special Participation (DAPE), in accordance with articles 25 and 26 of Decree No. 2.705/1998, ANP Ordinance No. 58/2001 and ANP Resolution No. 12/2014.

- 10.20.4.** The maximum commitment limit accepted by ANP for pledge contracts, including contracts in force, will be 50% (fifty percent) of the concessionaire's or contractor's total annual production of oil and natural gas in Brazil, measured by the average of the last 12 (twelve) months of the figures contained in the Oil and Natural Gas Production Bulletin published by ANP. 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 Office of the district where the fields whose oil and natural gas will be the object of the pledge are located.
- 10.20.5.** 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 financial guarantees for the Minimum Exploratory Program (EMP)

- 10.21.** When the winning bid is submitted by a consortium, the PEM amount to be guaranteed may be subdivided among the consortium members or be paid in full by any member on behalf of the consortium.
- 10.21.1.** 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 XXV, expressing full awareness of the production sharing agreement and that the obligations of the minimum exploratory program are indivisible, with each consortium member jointly and severally liable for compensation in the event of non-compliance.
- 10.22.** Financial guarantees may be presented 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.
- 10.22.1.** As set out in Section III of this tender protocol, without prejudice to the filing of the digital or scanned file through SEI, the originals of PEM financial guarantees must be sent to ANP's Central Office, or delivered to its protocol service, to the attention of the Licensing Rounds Promotion Superintendence (SPL), respecting the deadlines set by the CEL for the delivery of documents for the signing of production sharing contracts for each cycle of the Open Acreage of Production Sharing.

Subsection X.2.3 - Signature bonus

- 10.23.** The winning bidder must present the scanned receipt of the payment the signature bonus, accompanied by a document detailing the identification of the block to which the payment refers.

10.24. 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, with a single payment being made per company.

10.25. In the cases provided for Subsection X.3, the payment of the signature bonus must be made by the Brazilian affiliate designated to sign the production sharing contract.

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

10.27. The bidder must request the calculation of the amount due by emailing 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 the payment of the signature bonus, plus late payment interest, within 3 (three) working days before the date set for signing the production sharing contracts.

Subsection X.2.3.1 - Payment instructions

10.28. Payment of the signing bonus must be made by means of a Federal Tax Collection Form (GRU), in accordance with the following procedures and instructions:

10.28.1. GRU Simples, the instructions for this modality will be made available on the website <https://www.gov.br/anp/pt-br/rodadas-anp>.

10.28.2. Via the Brazilian Payment System (SPB), 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: 10176 (5 positions);
- Management Unit Code: 32303132205 (11 positions);
- GRU Reference Number: do not fill in;
- Year Month Due: MM/YYYY: Enter the month (2 positions) and year (4 positions) in which the payment takes place;
- Due Date: DD/MM/YYYY: inform the date defined in the schedule published by CEL for each cycle of the Permanent Production Sharing Offer;
- Principal amount: enter the amount, in reais, with cents;
- Posting amount: enter the amount to be paid, in Reais, with cents. The entry amount (payment) will only be higher than the principal amount if payment is made after the deadline, incurring a 10% (ten percent) surcharge and 1% (one percent) interest per month. In this case, the amount of the assessment must be the sum of the principal amount+ plus+ interest on

Subsection X.2.4 - Consortium contract

10.29. The winning bidders in the bidding cycle who submitted a bid in a consortium must present the consortium's constitutive instrument to PPSA and, if the bid was submitted by more than one bidder, to each other.

10.30. For blocks in which Petrobras has expressed an interest in acting as operator, as indicated in Table 9 of ANNEX I, and in exercising its preemptive right is part of the winning consortium, the consortium's constitutive instrument must also include it.

10.31. The consortium agreement must be signed by the consortium members and filed with the competent Board of Trade, indicating the leading 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.

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

Subsection X.2.5 - Performance guarantee

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

XXVI.

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

10.35. 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 Licensing Rounds Promotion Superintendence (SPL), respecting the deadlines established by the CEL for each cycle of the Open Acreage of Production Sharing.

10.36. The performance guarantee must be accompanied:

10.36.1. corporate documents of the legal entity that will provide the guarantee, listed in Subsection IV.3.1, noting that the document in item 4.19 (d) must be signed by its legal representative, with powers to do so; and

10.36.2. organizational chart explaining the relationship between the legal entity that will provide the performance guarantee and the signatory of the contract, under the terms of Subsection IV.3.3.

Subsection X.2.6 - Corporate documents

10.37. The winning bidder must submit the corporate documents mentioned in points (a), (b) and (c) of item 4.19 that have changed since their most recent submission to ANP.

10.38. 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

10.39. The winning bidder must maintain its tax and labor compliance in order to sign the sharing contract.

10.40. To this end, the certificates provided for in item 8.15, which have expired, will be obtained by ANP for a new analysis, through access to the databases of the following entities public bodies responsible for issuing⁶

⁶ Bidders must remedy any pending issues attributable to them before the deadline for submitting the documents for signing the production sharing contract, established by the CEL for each cycle, expires.

10.41. The existence of a bidder's registration as a debtor constitutes an impediment to signing a production sharing contract, unless the registered bidder proves that:

10.41.1. 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

10.41.2. the enforceability of the credit that is the subject of the registration is suspended.

Subsection X.3 - Signature of production sharing agreement by affiliate

10.42. The winning may delegate the signing the production sharing agreement to an affiliate with headquarters and administration in Brazil and must, for this purpose, submit a document in accordance with the model in Annex XXI of this tender protocol.

10.43. For the purposes of signing the production sharing contract, 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.

10.44. 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 a contractor.

10.45. 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.

10.46. The affiliate receiving the delegation must submit documents for signing the production sharing contract, as set out in Subsections X.2.2, .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 contract, in addition to proving their fiscal and labor regularity.

Subsection X.3.1 - Qualification of the affiliate appointed to sign the production sharing contract

10.47. The affiliate appointed to sign the production sharing agreement must submit the following documents for economic and financial and legal qualification and proof of

fiscal and labor regularity, within the period established by CEL for each cycle of the Open Acreage of Production Sharing, as provided for in Section III:

- 10.47.1.** corporate documents of the signatory, pursuant to Subsection IV.3.1;
- 10.47.2.** power of attorney to appoint accredited representatives, to Subsection IV.3.2;
- 10.47.3.** term of Commitment to Adhere to the Production Individualization Agreement, under the terms of item 4.41;
- 10.47.4.** organizational chart explaining the relationship between the winning bidder and the signatory, pursuant to Subsection IV.3.3;
- 10.47.5.** declaration of absence impediments to signing the production sharing contract, under the terms of item 8.14 (b);
- 10.47.6.** declaration of relevant pending legal or judicial proceedings, pursuant to item 8.14 (c);
- 10.47.7.** complete financial statements and independent auditor's opinion, pursuant to item 8.47;
- 10.48.** The affiliate's tax and labor compliance will be verified by analyzing the documents listed in item 8.15, which will be obtained by ANP through access to the databases of the public bodies responsible for issuing them⁷.
- 10.49.** The affiliate nominated to sign the production sharing agreement may choose qualify technically, 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.
- 10.50.** The qualification of the affiliate will be carried out by ANP and validated by the CEL under the terms of Subsections VIII.6 and VIII.7.
- 10.51.** If the appointed affiliate does not obtain the minimum qualification required to sign the production sharing 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 sharing contract

⁷ Prior to the expiry of the deadline for submitting the qualifying documents set by the CEL for each cycle, the affiliates remedy any pending issues attributable to them order to issue the documents.

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

10.52. If the bidder has won the bid alone and does not sign the production sharing agreement within the period established by the CEL for each cycle of the Open Acreage of Production Sharing, the procedure established in this item will be adopted:

- 10.52.1.** 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.
- 10.52.2.** 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.
- 10.52.3.** The preference criterion for signing the agreement will be the ranking order provided for in item 7.20.
- 10.52.4.** 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

10.53. In the case of bids submitted by 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 upon by CEL to express their interest in assuming the responsibilities of the disqualified or withdrawn bidder, without prejudice to the possible application of penalties provided for in the tender protocol and applicable legislation.

10.54. To this end, the bidding consortium must have at least one consortium member qualified as an A+ operator, which will act as the agreement operator. 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.

10.55. For the blocks in which Petrobras has expressed an interest in acting as operator, listed in Table 9 of ANNEX I, and in exercising its preemptive right is part of the winning consortium, the bidding consortium must have at least one consortium member qualified as an A+ operator. If necessary, the other members of the consortium will be called upon to submit new qualification documentation.

10.56. If none of the bidders in the consortium assumes the responsibilities of the disqualified or bidder, the procedure set out in item 10.52 will be adopted.

10.57. Under no circumstances will a new member be allowed to join the winning consortium before the production sharing agreement is signed.

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

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

10.59. In the event 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.

Subsection X.4.4 - Supplementary report on the tendering procedure

10.60. In the cases provided for in Subsection X.4, CEL shall draw up a supplementary detailed report on the bidding procedure under the terms of item 9.2.

10.61. ANP's Collegiate Board of Directors will analyze the complementary detailed report of the bidding procedure and decide on the award of the bidding object to the new winning bidder and the homologation of the bidding result.

10.62. When the result of the bid is ratified, ANP's Collegiate Board of Directors will call the new winning bidder to sign the contracts.

SECTION XI - PENALTIES

Subsection XI.1 - General Provisions

11.1. Without prejudice to the disqualification of the in the situations listed in item 1.47 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 will be ensured, will be subject to the following penalties:

- a)** fine;
- b)** temporary suspension of the right to participate in future bids and to agreement 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 agreement 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 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 the bidder disqualified solely on the basis of the hypothesis provided for in paragraph (a) of item 1.47, 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) of the sum of the subscription bonus and the monetary value corresponding to the minimum exploratory program defined in Table 8 of ANNEX I, monetarily updated to:

- a)** the winning bidder of the public session of the Open Acreage of Production Sharing cycle that is not qualified or does not maintain the qualification conditions until the signing of the production sharing contract;
- b)** remaining bidder who expresses an interest in honoring the winning bid of the

public session of the Open Acreage of Production Sharing cycle and is not qualified or does not maintain the qualification conditions until the signing of the production sharing contract;

11.5. Except for the situations listed in item 11.4, a fine of 20% (twenty percent) of the sum of the subscription bonus and the monetary value corresponding to the minimum exploratory program defined in Table 8 of ANNEX I, monetarily updated, will be applied:

- a) the winning bidder in the Open Acreage of Production Sharing cycle that does not sign the production sharing agreement by the date set by the CEL;
- b) remaining bidder that expresses interest in honoring the offer of the winning bidder of the Open Acreage of Production Sharing cycle and does not sign the production sharing agreement by the date set by the 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.4.2, 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 future tenders and to agreement with ANP will be applied, without prejudice to other penalties, if the offender:

- a) is summoned and does not sign the agreement by the date set by ANP;
- b) performs acts that delay the execution of the object of this bid;
- c) commits willful misconduct to the detriment of the objectives of this tender;
- d) presents formal or materially false documentation;
- e) commits, during this bidding process, an act harmful to the national or foreign Public Administration as provided for in Law No. 12,846/2013;
- f) 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 agreement with ANP, without prejudice to the imposition of a fine, in the event that the offender commits the conduct provided for in paragraphs (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, up to 15 (fifteen) days before the public session for the presentation offers. After this deadline, requests for clarification will be considered untimely and ANP will not be obliged to respond to them.

Mail	Open Acreage of Production Sharing National Agency of Petroleum, Natural Gas and Biofuels Bid Licensing Rounds Promotion Superintendence (SPL) Avenida Rio Branco, 65 - 19º andar - Centro Rio de Janeiro, RJ - Brazil - CEP 20090-004
Electronic mail	edital_OPP@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 packages are sufficient to allow the preparation of the offers, as well as the documents for qualification and for signing the production sharing contract, 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. The CEL's clarification notes, information on the tender and 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 bids, to qualify or to sign the production sharing agreement will result in the republishing of this tender protocol, altering the cycle schedule 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 Collegiate Board of Directors, which may grant suspensive effect by means of a reasoned decision.

12.8. ANP's Collegiate Board of Directors 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 CEL 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 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.** The other interested parties may file counter-appeals within 5 (five) working days of the date of 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 Collegiate Board of Directors for information and judgment.
- 13.8.** The appellant may withdraw his appeal any time.

SECTION XIV - ANP'S RIGHTS AND PREROGATIVES, JURISDICTION AND OMITTED CASES

Subsection XIV.1 - Revocation, suspension and annulment of the call for tenders

14.1. ANP's Collegiate 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, the 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 Production Sharing, giving due publicity.

Subsection XIV.3 - Forum

14.5. The Federal Court, Judiciary 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 Production Sharing will be analyzed and decided by the CEL, without prejudice to any administrative appeal that will be processed in accordance with Section XIII.

ANNEX I - DETAILS OF THE BLOCKS ON OFFER

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

This annex contains the main information on the exploration blocks covered by the Open Acreage of Production Sharing:

Table 8: Information on the exploration blocks in the Permanent Offer, with the following columns:

- (i) Basin
- (ii) Sector
- (iii) Exploratory Model
- (iv) Block
- (v) Area (in Km²)
- (vi) Minimum qualification required
- (vii) Guarantee Offer for Declaration of Interest (R\$)
- (viii) Bid Security (R\$)
- (ix) Subscription Bonus (R\$)
- (x) Minimum Exploratory Program - MEP
- (xi) EMP Financial Guarantee (R\$)
- (xii) Operating phase (in years)
- (xiii) Minimum percentage of surplus oil (%)
- (xiv) Unitizable block
- (xv) Validity of the MMA/MME Joint Manifestation

Chart 9: Petrobras' statement on the preemptive right to act as Operator

- (i) Petrobras expresses interest in acting as operator
- (ii) Petrobras' share as operator (%)
- (iii) Share to be offered in the cycle (%)

Table 10: Minimum percentages of local content

Coordinates of each exploration block

Table 8 - Breakdown of Exploratory Blocks in Permanent Offer – Technical and Economic Parameters

(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	(xiii)	(xiv)	(xv)
Basin	Sector	Exploratory model	Block	Area (km²)	Minimum qualification required	Guarantee Offer for Declaration of Blocks of Interest (R\$)	Bid Security (R\$)	Subscription Bonus (R\$)	Minimum Exploratory Program - PEM (UT)	EMP Financial Guarantee (R\$)	Operating phase (years) ²	Minimum percentage of surplus oil (%)	Unitizable block	Validity of the MMA/MME Joint Manifestation (1)
Santos	SS-AUP1	HighPotential	Ágata	2283,17	A+	218.600,00	303.551,85	30.355.184,66	272	35.357.280,00	7	6,48	NÃO	28/11/2029
Santos	SS-AUP2	High Potential	Amazonita	604,79	A+	623.500,00	865.917,21	86.591.721,01	103	13.388.970,00	7	12,91	NÃO	28/11/2029
Santos	SS-AUP3	High Potential	Ametista	1555,31	A+	7.700,00	10.600,87	1.060.087,39	264	34.317.360,00	7	6,41	NÃO	28/11/2029
Campos	SC-AP3	New Frontier	Citrino	1251,27	A+	41.000,00	56.894,35	5.689.435,33	213	27.687.870,00	7	8,87	NÃO	28/11/2029
Santos	SS-AUP3	High Potential	Esmeralda	3655,56	A+	242.900,00	337.360,00	33.736.000,00	272	35.357.280,00	7	10,54	NÃO	10/01/2030
Campos	SC-AP4	High Potential	Itaimbezinho	710,54	A+	79.300,00	110.086,16	11.008.615,95	121	15.728.790,00	7	6,67	NÃO	28/11/2029
Santos	SS-AUP1	High Potential	Jade	2408,34	A+	754.100,00	1.047.300,00	104.730.000,00	272	35.357.280,00	7	10,98	NÃO	25/03/2027
Campos	SC-AP4	High Potential	Jaspe	1008,97	A+	376.100,00	522.340,42	52.234.042,42	172	22.358.280,00	7	16,72	NÃO	28/11/2029
Campos	SC-AP3	New Frontier	Larimar	2093,02	A+	262.600,00	364.697,43	36.469.743,39	272	35.357.280,00	7	10,65	NÃO	28/11/2029
Campos	SC-AP3	New Frontier	Ônix	1327,56	A+	153.400,00	212.997,75	21.299.775,37	226	29.377.740,00	7	10,59	NÃO	28/11/2029
Santos	SS-AP2	High Potential	Safira Leste	4172,06	A+	1.100,00	1.401,14	140.113,58	272	35.357.280,00	7	9,03	NÃO	28/11/2029
Santos	SS-AP1	New Frontier	Safira Oeste	5588,71	A+	885.800,00	1.230.196,52	123.019.652,15	272	35.357.280,00	7	23,01	NÃO	28/11/2029
Campos	SC-AP1	High Potential	Turmalina	1437,8	A+	70.800,00	98.220,00	9.822.000,00	244	31.717.560,00	7	6,87	NÃO	25/03/2027

Note:

(1) 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.

Table 9 - Petrobras' statement on the preemptive right to act as Operator

Block	Petrobras has expressed interest in acting as operator	Petrobras' share as operator (%)	Share to be offered (%)
Ágata	Não	-	100
Amazonita	Não	-	100
Ametista	Não	-	100
Citrino	Não	-	100
Esmeralda	Não	-	100
Itaimbezinho	Não	-	100
Jade	Não	-	100
Jaspe	Sim	40	60
Larimar	Não	-	100
Ônix	Não	-	100
Safira Leste	Não	-	100
Safira Oeste	Não	-	100
Turmalina	Não	-	100

Table 10 - Minimum percentages of local content

Block	% CL Minimum Operating phase	% CL Minimum Development Stage		
		Well construction	Collection and drainage system	Stationary Production Unit
Ágata	30	30	40	25
Amazonita	30	30	40	25
Ametista	30	30	40	25
Citrino	30	30	40	25
Esmeralda	30	30	40	25
Itaimbezinho	30	30	40	25
Jade	30	30	40	25
Jaspe	30	30	40	25
Larimar	30	30	40	25
Ônix	30	30	40	25
Safira Leste	30	30	40	25
Safira Oeste	30	30	40	25
Turmalina	30	30	40	25

Coordinates of Exploratory Blocks in an Open Acreage of Production Sharing

The coordinates are in the SIRGAS 2000 coordinate system and are listed below in text form. The coordinates are to three decimal places, in accordance with the ANP4C Standard.

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

The maps and Shapefile files of the exploration blocks will be made available on the websites www.gov.br/anp/pt-br/rodadas-anp/ and <https://www.gov.br/anp/pt-br/assuntos/exploracao-e-producao-de-oleo-e-gas/dados->.

BLOCK COORDINATES

Ágata

-25:08:45,000;-41:52:20,625
-25:08:45,000;-41:41:43,125
-25:01:43,125;-41:41:43,125
-25:01:43,125;-41:29:31,875
-25:15:56,250;-41:29:31,875
-25:15:56,250;-41:31:33,750
-25:18:16,875;-41:31:33,750
-25:18:16,875;-41:34:13,125
-25:21:33,750;-41:34:13,125
-25:21:33,750;-41:44:03,750
-25:31:52,500;-41:44:03,750
-25:31:52,500;-41:50:56,250
-25:39:50,625;-41:50:56,250
-25:39:50,625;-42:03:45,000
-25:35:00,000;-42:03:45,000
-25:35:00,000;-42:11:05,625
-25:26:33,750;-42:11:05,625
-25:26:33,750;-41:59:22,500
-25:16:43,125;-41:59:22,500
-25:16:43,125;-41:52:20,625
-25:08:45,000;-41:52:20,625

Amazonita

-24:54:22,500;-43:42:48,750
-24:54:22,500;-43:33:26,250
-25:15:09,375;-43:33:26,250
-25:15:09,375;-43:42:48,750
-24:54:22,500;-43:42:48,750

Ametista

-26:41:43,125;-45:07:30,000
-26:41:43,125;-44:42:39,375
-27:02:11,250;-44:42:39,375
-27:02:11,250;-45:07:30,000
-26:41:43,125;-45:07:30,000

Citrino

-22:40:46,875;-39:37:20,625
-22:40:46,875;-39:48:35,625
-22:35:09,375;-39:48:35,625
-22:35:09,375;-39:52:20,625
-22:30:18,750;-39:52:20,625
-22:30:18,750;-39:48:35,625
-22:25:09,375;-39:48:35,625
-22:25:09,375;-39:49:41,250
-22:21:24,375;-39:49:41,250
-22:21:24,375;-39:52:20,625
-22:17:20,625;-39:52:20,625
-22:17:20,625;-39:56:05,625
-22:12:48,750;-39:56:05,625
-22:12:48,750;-39:52:20,625
-22:10:18,750;-39:52:20,625
-22:10:18,750;-39:48:45,000
-22:12:48,750;-39:48:45,000
-22:12:48,750;-39:37:20,625
-22:40:46,875;-39:37:20,625

-26:10:00,000;-44:52:20,625
-26:02:48,750;-44:52:20,625
-26:02:48,750;-44:35:00,000

Esmeralda

-26:13:26,250;-44:35:00,000
-26:13:26,250;-44:23:45,000
-26:37:11,250;-44:23:45,000
-26:37:11,250;-44:47:20,625
-26:29:13,125;-44:47:20,625
-26:29:13,125;-45:11:24,375
-26:10:00,000;-45:11:24,375
-26:10:00,000;-44:52:20,625

Itaimbezinho

-23:30:00,000;-40:30:00,000
-23:24:13,125;-40:30:00,000
-23:24:13,125;-40:30:09,375
-23:16:05,625;-40:30:09,375
-23:16:05,625;-40:30:00,000
-23:15:00,000;-40:30:00,000
-23:15:00,000;-40:15:00,000
-23:15:01,819;-40:15:00,000
-23:15:01,819;-40:15:01,427
-23:15:11,194;-40:15:01,427
-23:15:20,569;-40:15:01,427
-23:15:29,944;-40:15:01,427
-23:15:39,319;-40:15:01,427
-23:15:48,695;-40:15:01,427
-23:15:58,070;-40:15:01,427
-23:16:07,445;-40:15:01,427
-23:16:16,820;-40:15:01,427
-23:16:26,195;-40:15:01,427
-23:16:35,570;-40:15:01,427
-23:16:44,945;-40:15:01,427
-23:16:54,320;-40:15:01,427
-23:17:03,695;-40:15:01,427

-23:17:13,070;-40:15:01,427	-23:22:22,447;-40:15:01,428	-23:27:31,823;-40:15:01,429
-23:17:22,445;-40:15:01,427	-23:22:31,822;-40:15:01,428	-23:27:41,198;-40:15:01,429
-23:17:31,820;-40:15:01,427	-23:22:41,197;-40:15:01,428	-23:27:50,573;-40:15:01,429
-23:17:41,195;-40:15:01,427	-23:22:50,572;-40:15:01,428	-23:27:59,948;-40:15:01,429
-23:17:50,570;-40:15:01,427	-23:22:59,947;-40:15:01,428	-23:28:09,323;-40:15:01,429
-23:17:59,945;-40:15:01,427	-23:23:09,322;-40:15:01,428	-23:28:18,698;-40:15:01,429
-23:18:09,320;-40:15:01,427	-23:23:18,697;-40:15:01,428	-23:28:28,073;-40:15:01,429
-23:18:18,695;-40:15:01,427	-23:23:28,072;-40:15:01,428	-23:28:37,449;-40:15:01,429
-23:18:28,070;-40:15:01,427	-23:23:37,447;-40:15:01,428	-23:28:46,824;-40:15:01,429
-23:18:37,445;-40:15:01,427	-23:23:46,822;-40:15:01,428	-23:28:56,199;-40:15:01,429
-23:18:46,820;-40:15:01,427	-23:23:56,197;-40:15:01,428	-23:29:05,574;-40:15:01,429
-23:18:56,195;-40:15:01,427	-23:24:05,572;-40:15:01,428	-23:29:14,949;-40:15:01,429
-23:19:05,571;-40:15:01,427	-23:24:14,947;-40:15:01,428	-23:29:24,324;-40:15:01,429
-23:19:14,946;-40:15:01,427	-23:24:24,322;-40:15:01,428	-23:29:33,699;-40:15:01,429
-23:19:24,321;-40:15:01,427	-23:24:33,697;-40:15:01,428	-23:29:43,074;-40:15:01,429
-23:19:33,696;-40:15:01,428	-23:24:43,072;-40:15:01,428	-23:29:52,449;-40:15:01,429
-23:19:43,071;-40:15:01,428	-23:24:52,447;-40:15:01,428	-23:30:00,000;-40:15:01,429
-23:19:52,446;-40:15:01,428	-23:25:01,822;-40:15:01,428	-23:30:00,000;-40:30:00,000
-23:20:01,821;-40:15:01,428	-23:25:11,197;-40:15:01,429	
-23:20:11,196;-40:15:01,428	-23:25:20,572;-40:15:01,429	Jade
-23:20:20,571;-40:15:01,428	-23:25:29,948;-40:15:01,429	-24:21:33,750;-41:50:37,500
-23:20:29,946;-40:15:01,428	-23:25:39,323;-40:15:01,429	-24:25:37,500;-41:50:37,500
-23:20:39,321;-40:15:01,428	-23:25:48,698;-40:15:01,429	-24:25:37,500;-41:37:30,000
-23:20:48,696;-40:15:01,428	-23:25:58,073;-40:15:01,429	-24:24:13,125;-41:37:30,000
-23:20:58,071;-40:15:01,428	-23:26:07,448;-40:15:01,429	-24:24:13,125;-41:30:09,375
-23:21:07,446;-40:15:01,428	-23:26:16,823;-40:15:01,429	-24:20:46,875;-41:30:09,375
-23:21:16,821;-40:15:01,428	-23:26:26,198;-40:15:01,429	-24:20:46,875;-41:27:39,375
-23:21:26,196;-40:15:01,428	-23:26:35,573;-40:15:01,429	-24:13:07,500;-41:27:39,375
-23:21:35,571;-40:15:01,428	-23:26:44,948;-40:15:01,429	-24:13:07,500;-41:24:03,750
-23:21:44,946;-40:15:01,428	-23:26:54,323;-40:15:01,429	-24:14:41,250;-41:24:03,750
-23:21:54,321;-40:15:01,428	-23:27:03,698;-40:15:01,429	-24:14:41,250;-41:20:00,000
-23:22:03,696;-40:15:01,428	-23:27:13,073;-40:15:01,429	-24:26:05,625;-41:20:00,000
-23:22:13,072;-40:15:01,428	-23:27:22,448;-40:15:01,429	-24:26:05,625;-41:22:58,125

-24:34:13,125;-41:22:58,125	-23:34:41,250;-40:08:54,375	-23:30:01,824;-40:14:14,554
-24:34:13,125;-41:25:18,750	-23:34:41,250;-40:09:13,125	-23:30:01,824;-40:14:05,179
-24:47:01,875;-41:25:18,750	-23:35:00,000;-40:09:13,125	-23:30:01,824;-40:13:55,804
-24:47:01,875;-41:48:45,000	-23:35:00,000;-40:09:31,875	-23:30:01,824;-40:13:46,429
-24:36:33,750;-41:48:45,000	-23:35:28,125;-40:09:31,875	-23:30:01,824;-40:13:37,054
-24:36:33,750;-41:57:39,375	-23:35:28,125;-40:09:50,625	-23:30:01,824;-40:13:27,679
-24:30:46,875;-41:57:39,375	-23:35:46,875;-40:09:50,625	-23:30:01,824;-40:13:18,303
-24:30:46,875;-41:58:54,375	-23:35:46,875;-40:10:09,375	-23:30:01,824;-40:13:08,928
-24:21:33,750;-41:58:54,375	-23:36:15,000;-40:10:09,375	-23:30:01,824;-40:12:59,553
-24:21:33,750;-41:50:37,500	-23:36:15,000;-40:10:28,125	-23:30:01,824;-40:12:50,178
	-23:36:43,125;-40:10:28,125	-23:30:01,824;-40:12:40,803
Jaspe	-23:36:43,125;-40:10:37,500	-23:30:01,824;-40:12:31,428
-23:30:00,000;-40:05:46,875	-23:39:50,625;-40:10:37,500	-23:30:01,824;-40:12:22,053
-23:30:28,125;-40:05:46,875	-23:39:50,625;-40:08:35,625	-23:30:01,824;-40:12:12,678
-23:30:28,125;-40:06:05,625	-23:42:58,125;-40:08:35,625	-23:30:01,824;-40:12:01,875
-23:30:56,250;-40:06:05,625	-23:42:58,125;-40:11:15,000	-23:30:00,000;-40:12:01,875
-23:30:56,250;-40:06:24,375	-23:45:00,000;-40:11:15,000	-23:30:00,000;-40:05:46,875
-23:31:24,375;-40:06:24,375	-23:45:00,000;-40:12:01,875	
-23:31:24,375;-40:06:43,125	-23:47:01,875;-40:12:01,875	Larimar
-23:31:52,500;-40:06:43,125	-23:47:01,875;-40:12:39,375	-22:05:37,500;-39:05:18,750
-23:31:52,500;-40:07:01,875	-23:47:58,125;-40:12:39,375	-22:05:37,500;-39:05:37,500
-23:32:11,250;-40:07:01,875	-23:47:58,125;-40:13:35,625	-22:06:15,000;-39:05:37,500
-23:32:11,250;-40:07:20,625	-23:48:16,875;-40:13:35,625	-22:06:15,000;-39:05:56,250
-23:32:39,375;-40:07:20,625	-23:48:16,875;-40:15:00,000	-22:06:52,500;-39:05:56,250
-23:32:39,375;-40:07:39,375	-23:45:00,000;-40:15:00,000	-22:06:52,500;-39:06:15,000
-23:33:07,500;-40:07:39,375	-23:45:00,000;-40:30:00,000	-22:07:20,625;-39:06:15,000
-23:33:07,500;-40:07:58,125	-23:30:00,000;-40:30:00,000	-22:07:20,625;-39:06:33,750
-23:33:26,250;-40:07:58,125	-23:30:00,000;-40:15:01,429	-22:07:48,750;-39:06:33,750
-23:33:26,250;-40:08:16,875	-23:30:01,824;-40:15:01,429	-22:07:48,750;-39:06:52,500
-23:33:54,375;-40:08:16,875	-23:30:01,824;-40:14:52,054	-22:08:26,250;-39:06:52,500
-23:33:54,375;-40:08:35,625	-23:30:01,824;-40:14:42,679	-22:08:26,250;-39:07:11,250
-23:34:13,125;-40:08:35,625	-23:30:01,824;-40:14:33,304	-22:09:03,750;-39:07:11,250
-23:34:13,125;-40:08:54,375	-23:30:01,824;-40:14:23,929	-22:09:03,750;-39:07:30,000

-22:09:31,875;-39:07:30,000	-22:19:22,500;-39:13:26,250	-22:29:50,625;-39:18:54,375
-22:09:31,875;-39:07:48,750	-22:20:00,000;-39:13:26,250	-22:29:50,625;-39:19:22,500
-22:10:09,375;-39:07:48,750	-22:20:00,000;-39:13:45,000	-22:30:28,125;-39:19:22,500
-22:10:09,375;-39:08:07,500	-22:20:28,125;-39:13:45,000	-22:30:28,125;-39:19:41,250
-22:10:37,500;-39:08:07,500	-22:20:28,125;-39:14:03,750	-22:30:56,250;-39:19:41,250
-22:10:37,500;-39:08:26,250	-22:21:15,000;-39:14:03,750	-22:30:56,250;-39:20:00,000
-22:11:15,000;-39:08:26,250	-22:21:15,000;-39:14:22,500	-22:31:24,375;-39:20:00,000
-22:11:15,000;-39:08:45,000	-22:21:52,500;-39:14:22,500	-22:31:24,375;-39:20:18,750
-22:11:43,125;-39:08:45,000	-22:21:52,500;-39:14:41,250	-22:31:52,500;-39:20:18,750
-22:11:43,125;-39:09:03,750	-22:22:30,000;-39:14:41,250	-22:31:52,500;-39:20:28,125
-22:12:11,250;-39:09:03,750	-22:22:30,000;-39:15:00,000	-22:32:20,625;-39:20:28,125
-22:12:11,250;-39:09:22,500	-22:22:58,125;-39:15:00,000	-22:32:20,625;-39:37:20,625
-22:12:58,125;-39:09:22,500	-22:22:58,125;-39:15:28,125	-22:05:18,750;-39:37:20,625
-22:12:58,125;-39:09:50,625	-22:23:35,625;-39:15:28,125	-22:05:18,750;-39:05:18,750
-22:13:45,000;-39:09:50,625	-22:23:35,625;-39:15:46,875	-22:05:37,500;-39:05:18,750
-22:13:45,000;-39:10:18,750	-22:24:03,750;-39:15:46,875	
-22:14:31,875;-39:10:18,750	-22:24:03,750;-39:16:05,625	
-22:14:31,875;-39:10:37,500	-22:24:41,250;-39:16:05,625	Onix
-22:15:00,000;-39:10:37,500	-22:24:41,250;-39:16:24,375	-22:32:30,000;-39:20:28,125
-22:15:00,000;-39:10:46,875	-22:25:18,750;-39:16:24,375	-22:32:30,000;-39:20:46,875
-22:15:18,750;-39:10:46,875	-22:25:18,750;-39:16:43,125	-22:33:07,500;-39:20:46,875
-22:15:18,750;-39:11:05,625	-22:25:56,250;-39:16:43,125	-22:33:07,500;-39:21:15,000
-22:15:46,875;-39:11:05,625	-22:25:56,250;-39:17:11,250	-22:33:45,000;-39:21:15,000
-22:15:46,875;-39:11:24,375	-22:26:33,750;-39:17:11,250	-22:33:45,000;-39:21:33,750
-22:16:33,750;-39:11:24,375	-22:26:33,750;-39:17:30,000	-22:34:22,500;-39:21:33,750
-22:16:33,750;-39:11:43,125	-22:27:11,250;-39:17:30,000	-22:34:22,500;-39:21:52,500
-22:17:11,250;-39:11:43,125	-22:27:11,250;-39:17:48,750	-22:35:00,000;-39:21:52,500
-22:17:11,250;-39:12:11,250	-22:27:48,750;-39:17:48,750	-22:35:00,000;-39:22:20,625
-22:17:48,750;-39:12:11,250	-22:27:48,750;-39:18:16,875	-22:35:37,500;-39:22:20,625
-22:17:48,750;-39:12:30,000	-22:28:26,250;-39:18:16,875	-22:35:37,500;-39:22:48,750
-22:18:35,625;-39:12:30,000	-22:28:26,250;-39:18:35,625	-22:36:15,000;-39:22:48,750
-22:18:35,625;-39:12:58,125	-22:29:13,125;-39:18:35,625	-22:36:15,000;-39:23:16,875
-22:19:22,500;-39:12:58,125	-22:29:13,125;-39:18:54,375	-22:36:43,125;-39:23:16,875

-22:36:43,125;-39:23:35,625	-22:44:22,500;-39:29:22,500	-22:51:24,375;-39:35:18,750
-22:37:11,250;-39:23:35,625	-22:44:22,500;-39:29:41,250	-22:51:52,500;-39:35:18,750
-22:37:11,250;-39:24:03,750	-22:44:41,250;-39:29:41,250	-22:51:52,500;-39:35:37,500
-22:37:39,375;-39:24:03,750	-22:44:41,250;-39:30:00,000	-22:52:20,625;-39:35:37,500
-22:37:39,375;-39:24:31,875	-22:45:09,375;-39:30:00,000	-22:52:20,625;-39:35:56,250
-22:37:58,125;-39:24:31,875	-22:45:09,375;-39:30:28,125	-22:52:48,750;-39:35:56,250
-22:37:58,125;-39:24:50,625	-22:45:37,500;-39:30:28,125	-22:52:48,750;-39:36:24,375
-22:38:26,250;-39:24:50,625	-22:45:37,500;-39:30:46,875	-22:53:16,875;-39:36:24,375
-22:38:26,250;-39:25:09,375	-22:46:05,625;-39:30:46,875	-22:53:16,875;-39:36:43,125
-22:38:54,375;-39:25:09,375	-22:46:05,625;-39:31:05,625	-22:53:45,000;-39:36:43,125
-22:38:54,375;-39:25:28,125	-22:46:33,750;-39:31:05,625	-22:53:45,000;-39:37:01,875
-22:39:22,500;-39:25:28,125	-22:46:33,750;-39:31:24,375	-22:54:03,750;-39:37:01,875
-22:39:22,500;-39:25:46,875	-22:47:01,875;-39:31:24,375	-22:54:03,750;-39:37:20,625
-22:39:50,625;-39:25:46,875	-22:47:01,875;-39:31:52,500	-22:54:31,875;-39:37:20,625
-22:39:50,625;-39:26:15,000	-22:47:30,000;-39:31:52,500	-22:54:31,875;-39:37:39,375
-22:40:18,750;-39:26:15,000	-22:47:30,000;-39:32:11,250	-22:55:00,000;-39:37:39,375
-22:40:18,750;-39:26:33,750	-22:47:58,125;-39:32:11,250	-22:55:00,000;-39:38:07,500
-22:40:46,875;-39:26:33,750	-22:47:58,125;-39:32:30,000	-22:55:28,125;-39:38:07,500
-22:40:46,875;-39:26:52,500	-22:48:26,250;-39:32:30,000	-22:55:28,125;-39:38:26,250
-22:41:15,000;-39:26:52,500	-22:48:26,250;-39:32:58,125	-22:55:56,250;-39:38:26,250
-22:41:15,000;-39:27:20,625	-22:48:54,375;-39:32:58,125	-22:55:56,250;-39:38:45,000
-22:41:33,750;-39:27:20,625	-22:48:54,375;-39:33:16,875	-22:56:15,000;-39:38:45,000
-22:41:33,750;-39:27:39,375	-22:49:13,125;-39:33:16,875	-22:56:15,000;-39:39:03,750
-22:42:01,875;-39:27:39,375	-22:49:13,125;-39:33:35,625	-22:56:43,125;-39:39:03,750
-22:42:01,875;-39:27:58,125	-22:49:41,250;-39:33:35,625	-22:56:43,125;-39:39:31,875
-22:42:30,000;-39:27:58,125	-22:49:41,250;-39:33:54,375	-22:57:11,250;-39:39:31,875
-22:42:30,000;-39:28:16,875	-22:50:00,000;-39:33:54,375	-22:57:11,250;-39:39:50,625
-22:42:58,125;-39:28:16,875	-22:50:00,000;-39:34:13,125	-22:57:30,000;-39:39:50,625
-22:42:58,125;-39:28:35,625	-22:50:28,125;-39:34:13,125	-22:57:30,000;-39:40:09,375
-22:43:26,250;-39:28:35,625	-22:50:28,125;-39:34:31,875	-22:57:58,125;-39:40:09,375
-22:43:26,250;-39:29:03,750	-22:50:56,250;-39:34:31,875	-22:57:58,125;-39:40:28,125
-22:43:54,375;-39:29:03,750	-22:50:56,250;-39:34:50,625	-22:58:26,250;-39:40:28,125
-22:43:54,375;-39:29:22,500	-22:51:24,375;-39:34:50,625	-22:58:26,250;-39:40:46,875

-22:58:54,375;-39:40:46,875	-23:05:28,125;-39:46:15,000	-24:05:09,375;-43:07:01,875
-22:58:54,375;-39:41:05,625	-23:05:56,250;-39:46:15,000	-24:05:00,000;-43:07:01,875
-22:59:22,500;-39:41:05,625	-23:05:56,250;-39:46:33,750	-24:05:00,000;-43:06:24,375
-22:59:22,500;-39:41:33,750	-23:06:15,000;-39:46:33,750	-24:04:50,625;-43:06:24,375
-23:00:00,000;-39:41:33,750	-23:06:15,000;-39:46:52,500	-24:04:50,625;-43:05:37,500
-23:00:00,000;-39:42:01,875	-23:06:43,125;-39:46:52,500	-24:04:41,250;-43:05:37,500
-23:00:28,125;-39:42:01,875	-23:06:43,125;-39:47:11,250	-24:04:41,250;-43:05:00,000
-23:00:28,125;-39:42:20,625	-23:07:01,875;-39:47:11,250	-24:04:31,875;-43:05:00,000
-23:00:46,875;-39:42:20,625	-23:07:01,875;-39:47:30,000	-24:04:31,875;-43:04:13,125
-23:00:46,875;-39:42:39,375	-23:07:11,250;-39:47:30,000	-24:04:22,500;-43:04:13,125
-23:01:15,000;-39:42:39,375	-23:07:11,250;-39:48:35,625	-24:04:22,500;-43:03:35,625
-23:01:15,000;-39:42:58,125	-22:40:46,875;-39:48:35,625	-24:04:13,125;-43:03:35,625
-23:01:33,750;-39:42:58,125	-22:40:46,875;-39:37:20,625	-24:04:13,125;-43:02:48,750
-23:01:33,750;-39:43:16,875	-22:32:20,625;-39:37:20,625	-24:04:03,750;-43:02:48,750
-23:02:01,875;-39:43:16,875	-22:32:20,625;-39:20:28,125	-24:04:03,750;-43:02:11,250
-23:02:01,875;-39:43:35,625	-22:32:30,000;-39:20:28,125	-24:03:54,375;-43:02:11,250
-23:02:20,625;-39:43:35,625		-24:03:54,375;-43:01:24,375
-23:02:20,625;-39:43:54,375	Safira Leste	-24:03:45,000;-43:01:24,375
-23:02:48,750;-39:43:54,375	-24:06:15,000;-43:12:39,375	-24:03:45,000;-43:00:46,875
-23:02:48,750;-39:44:13,125	-24:06:15,000;-43:11:52,500	-24:03:35,625;-43:00:46,875
-23:03:07,500;-39:44:13,125	-24:06:05,625;-43:11:52,500	-24:03:35,625;-43:00:09,375
-23:03:07,500;-39:44:31,875	-24:06:05,625;-43:11:15,000	-24:03:26,250;-43:00:09,375
-23:03:35,625;-39:44:31,875	-24:05:56,250;-43:11:15,000	-24:03:26,250;-42:59:22,500
-23:03:35,625;-39:44:41,250	-24:05:56,250;-43:10:37,500	-24:03:16,875;-42:59:22,500
-23:03:54,375;-39:44:41,250	-24:05:46,875;-43:10:37,500	-24:03:16,875;-42:58:35,625
-23:03:54,375;-39:45:00,000	-24:05:46,875;-43:09:50,625	-24:03:07,500;-42:58:35,625
-23:04:22,500;-39:45:00,000	-24:05:37,500;-43:09:50,625	-24:03:07,500;-42:57:58,125
-23:04:22,500;-39:45:18,750	-24:05:37,500;-43:09:03,750	-24:02:58,125;-42:57:58,125
-23:04:41,250;-39:45:18,750	-24:05:28,125;-43:09:03,750	-24:02:58,125;-42:57:20,625
-23:04:41,250;-39:45:37,500	-24:05:28,125;-43:08:26,250	-24:02:48,750;-42:57:20,625
-23:05:09,375;-39:45:37,500	-24:05:18,750;-43:08:26,250	-24:02:48,750;-42:56:33,750
-23:05:09,375;-39:45:56,250	-24:05:18,750;-43:07:39,375	-24:02:39,375;-42:56:33,750
-23:05:28,125;-39:45:56,250	-24:05:09,375;-43:07:39,375	-24:02:39,375;-42:55:46,875

-24:02:30,000;-42:55:46,875	-24:06:43,125;-42:44:52,143	-24:10:29,937;-42:46:16,519
-24:02:30,000;-42:55:09,375	-24:06:52,500;-42:44:52,143	-24:10:39,312;-42:46:16,519
-24:02:20,625;-42:55:09,375	-24:07:01,875;-42:44:52,143	-24:10:48,687;-42:46:16,519
-24:02:20,625;-42:54:31,875	-24:07:11,250;-42:44:52,143	-24:10:58,062;-42:46:16,520
-24:02:11,250;-42:54:31,875	-24:07:20,625;-42:44:52,143	-24:11:07,437;-42:46:16,520
-24:02:11,250;-42:53:45,000	-24:07:30,000;-42:44:52,143	-24:11:16,812;-42:46:16,520
-24:02:01,875;-42:53:45,000	-24:07:39,375;-42:44:52,143	-24:11:26,187;-42:46:16,520
-24:02:01,875;-42:53:07,500	-24:07:48,750;-42:44:52,143	-24:11:35,562;-42:46:16,520
-24:01:52,500;-42:53:07,500	-24:07:58,125;-42:44:52,143	-24:11:44,937;-42:46:16,520
-24:01:52,500;-42:52:20,625	-24:08:07,500;-42:44:52,143	-24:11:54,312;-42:46:16,520
-24:01:43,125;-42:52:20,625	-24:08:16,875;-42:44:52,143	-24:12:03,687;-42:46:16,520
-24:01:43,125;-42:51:43,125	-24:08:26,250;-42:44:52,143	-24:12:13,063;-42:46:16,520
-24:01:33,750;-42:51:43,125	-24:08:35,625;-42:44:52,143	-24:12:22,438;-42:46:16,520
-24:01:33,750;-42:50:56,250	-24:08:45,000;-42:44:52,143	-24:12:31,813;-42:46:16,520
-24:01:24,375;-42:50:56,250	-24:08:54,375;-42:44:52,143	-24:12:41,188;-42:46:16,520
-24:01:24,375;-42:50:18,750	-24:09:03,750;-42:44:52,143	-24:12:50,563;-42:46:16,520
-24:01:15,000;-42:50:18,750	-24:09:13,125;-42:44:52,143	-24:12:59,938;-42:46:16,520
-24:01:15,000;-42:49:31,875	-24:09:22,500;-42:44:52,143	-24:13:09,313;-42:46:16,520
-24:01:05,625;-42:49:31,875	-24:09:31,875;-42:44:52,143	-24:13:18,688;-42:46:16,520
-24:01:05,625;-42:48:54,375	-24:09:41,250;-42:44:52,144	-24:13:28,063;-42:46:16,520
-24:00:56,250;-42:48:54,375	-24:09:50,625;-42:44:52,144	-24:13:37,438;-42:46:16,520
-24:00:56,250;-42:48:16,875	-24:10:00,000;-42:44:52,144	-24:13:46,813;-42:46:16,520
-24:00:46,875;-42:48:16,875	-24:10:11,187;-42:44:52,144	-24:13:56,188;-42:46:16,520
-24:00:46,875;-42:47:30,000	-24:10:11,187;-42:45:01,519	-24:14:05,563;-42:46:16,520
-24:00:37,500;-42:47:30,000	-24:10:11,187;-42:45:10,894	-24:14:14,938;-42:46:16,520
-24:00:37,500;-42:46:52,500	-24:10:11,187;-42:45:20,269	-24:14:24,313;-42:46:16,520
-24:00:28,125;-42:46:52,500	-24:10:11,187;-42:45:29,644	-24:14:33,688;-42:46:16,520
-24:00:28,125;-42:46:05,625	-24:10:11,187;-42:45:39,019	-24:14:43,063;-42:46:16,520
-24:00:18,750;-42:46:05,625	-24:10:11,187;-42:45:48,394	-24:14:43,063;-42:46:07,145
-24:00:18,750;-42:45:28,125	-24:10:11,187;-42:45:57,769	-24:14:43,063;-42:45:57,770
-24:00:09,329;-42:45:28,125	-24:10:11,187;-42:46:07,144	-24:14:43,063;-42:45:48,395
-24:00:09,329;-42:44:50,625	-24:10:11,187;-42:46:16,519	-24:14:43,063;-42:45:39,020
-24:06:43,125;-42:44:50,625	-24:10:20,562;-42:46:16,519	-24:14:43,063;-42:45:29,645

-24:14:43,063;-42:45:20,270	-24:18:18,690;-42:43:46,520	-24:32:03,694;-42:41:24,375
-24:14:43,063;-42:45:10,895	-24:18:28,065;-42:43:46,520	-24:32:03,694;-42:41:33,750
-24:14:43,063;-42:45:01,520	-24:18:37,440;-42:43:46,520	-24:32:03,694;-42:41:43,125
-24:14:43,063;-42:44:52,144	-24:18:46,815;-42:43:46,520	-24:32:03,694;-42:41:52,500
-24:14:43,063;-42:44:42,769	-24:18:56,190;-42:43:46,520	-24:32:03,694;-42:42:03,396
-24:14:43,064;-42:44:33,394	-24:19:05,565;-42:43:46,520	-24:32:13,069;-42:42:03,396
-24:14:43,064;-42:44:24,019	-24:19:14,940;-42:43:46,520	-24:32:22,444;-42:42:03,397
-24:14:43,064;-42:44:14,644	-24:19:24,315;-42:43:46,520	-24:32:31,819;-42:42:03,397
-24:14:43,064;-42:44:05,269	-24:19:33,690;-42:43:46,520	-24:32:41,194;-42:42:03,397
-24:14:43,064;-42:43:55,894	-24:19:43,065;-42:43:46,520	-24:32:50,569;-42:42:03,397
-24:14:43,064;-42:43:46,519	-24:19:52,440;-42:43:46,520	-24:32:59,944;-42:42:03,397
-24:14:43,064;-42:43:37,144	-24:20:01,815;-42:43:46,520	-24:33:09,319;-42:42:03,397
-24:14:43,064;-42:43:27,769	-24:20:11,190;-42:43:46,520	-24:33:18,694;-42:42:03,397
-24:14:43,064;-42:43:18,394	-24:20:20,565;-42:43:46,520	-24:33:28,069;-42:42:03,397
-24:14:43,064;-42:43:09,019	-24:20:29,940;-42:43:46,520	-24:33:37,444;-42:42:03,397
-24:14:43,064;-42:42:59,643	-24:20:39,315;-42:43:46,520	-24:33:46,819;-42:42:03,397
-24:14:43,064;-42:42:48,750	-24:20:39,315;-42:43:37,145	-24:33:56,194;-42:42:03,397
-24:16:54,314;-42:42:48,750	-24:20:39,315;-42:43:27,770	-24:34:05,570;-42:42:03,397
-24:16:54,314;-42:42:50,269	-24:20:39,315;-42:43:18,395	-24:34:05,570;-42:41:54,022
-24:17:03,689;-42:42:50,269	-24:20:39,315;-42:43:09,020	-24:34:05,570;-42:41:44,647
-24:17:13,065;-42:42:50,269	-24:20:39,315;-42:42:59,645	-24:34:05,570;-42:41:35,272
-24:17:22,440;-42:42:50,269	-24:20:39,316;-42:42:50,270	-24:34:05,570;-42:41:25,897
-24:17:31,815;-42:42:50,269	-24:20:39,316;-42:42:40,894	-24:34:05,570;-42:41:15,000
-24:17:41,190;-42:42:50,269	-24:20:39,316;-42:42:31,519	-24:39:24,321;-42:41:15,000
-24:17:50,565;-42:42:50,269	-24:20:39,316;-42:42:22,144	-24:39:24,321;-42:41:24,375
-24:17:50,565;-42:42:59,644	-24:20:39,316;-42:42:12,769	-24:39:24,321;-42:41:33,750
-24:17:50,565;-42:43:09,019	-24:20:39,316;-42:42:03,394	-24:39:24,321;-42:41:43,125
-24:17:50,565;-42:43:18,394	-24:20:39,316;-42:41:54,019	-24:39:24,321;-42:41:52,500
-24:17:50,565;-42:43:27,769	-24:20:39,316;-42:41:44,644	-24:39:24,321;-42:42:01,875
-24:17:50,565;-42:43:37,144	-24:20:39,316;-42:41:35,269	-24:39:24,321;-42:42:11,250
-24:17:50,565;-42:43:46,520	-24:20:39,316;-42:41:25,894	-24:39:24,321;-42:42:20,625
-24:17:59,940;-42:43:46,520	-24:20:39,316;-42:41:15,000	-24:39:24,321;-42:42:30,000
-24:18:09,315;-42:43:46,520	-24:32:03,694;-42:41:15,000	-24:39:24,321;-42:42:39,375

-24:39:24,321;-42:42:48,750	-24:42:50,572;-42:44:33,400	-24:06:24,375;-43:12:39,375
-24:39:24,321;-42:42:58,125	-24:42:59,947;-42:44:33,400	-24:06:15,000;-43:12:39,375
-24:39:24,321;-42:43:07,500	-24:43:09,322;-42:44:33,400	
-24:39:24,321;-42:43:16,875	-24:43:18,697;-42:44:33,400	Safira Oeste
-24:39:24,321;-42:43:26,250	-24:43:28,072;-42:44:33,400	-25:05:00,000;-43:03:26,250
-24:39:24,321;-42:43:35,625	-24:43:37,447;-42:44:33,400	-25:05:00,000;-43:01:16,539
-24:39:24,321;-42:43:45,000	-24:43:46,822;-42:44:33,400	-25:05:09,375;-43:01:16,539
-24:39:24,321;-42:43:54,375	-24:43:56,197;-42:44:33,400	-25:05:18,750;-43:01:16,539
-24:39:24,321;-42:44:05,274	-24:44:05,572;-42:44:33,400	-25:05:28,125;-43:01:16,539
-24:39:33,696;-42:44:05,274	-24:44:14,947;-42:44:33,400	-25:05:37,500;-43:01:16,539
-24:39:43,071;-42:44:05,274	-24:44:24,322;-42:44:33,400	-25:05:46,875;-43:01:16,539
-24:39:52,446;-42:44:05,274	-24:44:33,697;-42:44:33,400	-25:05:56,250;-43:01:16,539
-24:40:01,821;-42:44:05,274	-24:44:43,072;-42:44:33,400	-25:06:05,625;-43:01:16,539
-24:40:01,821;-42:44:14,649	-24:44:52,447;-42:44:33,400	-25:06:15,000;-43:01:16,539
-24:40:01,821;-42:44:24,024	-24:45:01,822;-42:44:33,400	-25:06:24,375;-43:01:16,539
-24:40:01,821;-42:44:33,399	-24:45:11,197;-42:44:33,400	-25:06:33,750;-43:01:16,539
-24:40:11,196;-42:44:33,399	-24:45:20,572;-42:44:33,400	-25:06:43,125;-43:01:16,539
-24:40:20,571;-42:44:33,399	-24:45:29,947;-42:44:33,401	-25:06:54,326;-43:01:16,539
-24:40:29,946;-42:44:33,399	-24:45:39,322;-42:44:33,401	-25:06:54,326;-43:01:25,914
-24:40:39,321;-42:44:33,400	-24:45:48,697;-42:44:33,401	-25:06:54,325;-43:01:35,289
-24:40:48,696;-42:44:33,400	-24:45:58,072;-42:44:33,401	-25:06:54,325;-43:01:44,664
-24:40:58,071;-42:44:33,400	-24:46:07,448;-42:44:33,401	-25:06:54,325;-43:01:54,039
-24:41:07,446;-42:44:33,400	-24:46:16,823;-42:44:33,401	-25:06:54,325;-43:02:03,414
-24:41:16,821;-42:44:33,400	-24:46:26,198;-42:44:33,401	-25:06:54,325;-43:02:12,789
-24:41:26,196;-42:44:33,400	-24:46:35,573;-42:44:33,401	-25:06:54,325;-43:02:22,165
-24:41:35,571;-42:44:33,400	-24:46:44,948;-42:44:33,401	-25:06:54,325;-43:02:31,540
-24:41:44,946;-42:44:33,400	-24:46:54,323;-42:44:33,401	-25:07:03,700;-43:02:31,540
-24:41:54,321;-42:44:33,400	-24:47:03,698;-42:44:33,401	-25:07:13,075;-43:02:31,540
-24:42:03,696;-42:44:33,400	-24:47:11,250;-42:44:33,401	-25:07:22,450;-43:02:31,540
-24:42:13,071;-42:44:33,400	-24:47:11,250;-43:06:05,625	-25:07:31,825;-43:02:31,540
-24:42:22,446;-42:44:33,400	-24:50:37,500;-43:06:05,625	-25:07:41,201;-43:02:31,540
-24:42:31,822;-42:44:33,400	-24:50:37,500;-43:13:07,500	-25:07:50,576;-43:02:31,540
-24:42:41,197;-42:44:33,400	-24:06:24,375;-43:13:07,500	-25:07:59,951;-43:02:31,540

-25:08:09,326;-43:02:31,540	-24:12:48,750;-43:40:00,000	-24:10:18,750;-43:29:50,625
-25:08:18,701;-43:02:31,540	-24:12:48,750;-43:39:41,250	-24:10:09,375;-43:29:50,625
-25:08:28,076;-43:02:31,540	-24:12:39,375;-43:39:41,250	-24:10:09,375;-43:29:13,125
-25:08:37,451;-43:02:31,540	-24:12:39,375;-43:39:22,500	-24:10:00,000;-43:29:13,125
-25:08:46,826;-43:02:31,540	-24:12:30,000;-43:39:22,500	-24:10:00,000;-43:28:35,625
-25:08:56,201;-43:02:31,540	-24:12:30,000;-43:39:03,750	-24:09:50,625;-43:28:35,625
-25:09:05,576;-43:02:31,540	-24:12:20,625;-43:39:03,750	-24:09:50,625;-43:27:48,750
-25:09:14,951;-43:02:31,540	-24:12:20,625;-43:38:45,000	-24:09:41,250;-43:27:48,750
-25:09:24,326;-43:02:31,540	-24:12:11,250;-43:38:45,000	-24:09:41,250;-43:27:11,250
-25:09:31,860;-43:02:31,540	-24:12:11,250;-43:38:16,875	-24:09:31,875;-43:27:11,250
-25:09:31,860;-43:33:26,250	-24:12:01,875;-43:38:16,875	-24:09:31,875;-43:26:24,375
-24:54:22,500;-43:33:26,250	-24:12:01,875;-43:37:30,000	-24:09:22,500;-43:26:24,375
-24:54:22,500;-43:42:48,750	-24:11:52,500;-43:37:30,000	-24:09:22,500;-43:25:46,875
-24:14:22,500;-43:42:48,750	-24:11:52,500;-43:36:52,500	-24:09:13,125;-43:25:46,875
-24:14:22,500;-43:42:39,375	-24:11:43,125;-43:36:52,500	-24:09:13,125;-43:25:09,375
-24:14:13,125;-43:42:39,375	-24:11:43,125;-43:36:05,625	-24:09:03,750;-43:25:09,375
-24:14:13,125;-43:42:20,625	-24:11:33,750;-43:36:05,625	-24:09:03,750;-43:24:22,500
-24:14:03,750;-43:42:20,625	-24:11:33,750;-43:35:28,125	-24:08:54,375;-43:24:22,500
-24:14:03,750;-43:42:01,875	-24:11:24,375;-43:35:28,125	-24:08:54,375;-43:23:45,000
-24:13:54,375;-43:42:01,875	-24:11:24,375;-43:34:50,625	-24:08:45,000;-43:23:45,000
-24:13:54,375;-43:41:43,125	-24:11:15,000;-43:34:50,625	-24:08:45,000;-43:22:58,125
-24:13:45,000;-43:41:43,125	-24:11:15,000;-43:34:03,750	-24:08:35,625;-43:22:58,125
-24:13:45,000;-43:41:24,375	-24:11:05,625;-43:34:03,750	-24:08:35,625;-43:22:20,625
-24:13:35,625;-43:41:24,375	-24:11:05,625;-43:33:26,250	-24:08:26,250;-43:22:20,625
-24:13:35,625;-43:41:05,625	-24:10:56,250;-43:33:26,250	-24:08:26,250;-43:21:33,750
-24:13:26,250;-43:41:05,625	-24:10:56,250;-43:32:39,375	-24:08:16,875;-43:21:33,750
-24:13:26,250;-43:40:46,875	-24:10:46,875;-43:32:39,375	-24:08:16,875;-43:20:56,250
-24:13:16,875;-43:40:46,875	-24:10:46,875;-43:32:01,875	-24:08:07,500;-43:20:56,250
-24:13:16,875;-43:40:28,125	-24:10:37,500;-43:32:01,875	-24:08:07,500;-43:20:09,375
-24:13:07,500;-43:40:28,125	-24:10:37,500;-43:31:15,000	-24:07:58,125;-43:20:09,375
-24:13:07,500;-43:40:18,750	-24:10:28,125;-43:31:15,000	-24:07:58,125;-43:19:31,875
-24:12:58,125;-43:40:18,750	-24:10:28,125;-43:30:37,500	-24:07:48,750;-43:19:31,875
-24:12:58,125;-43:40:00,000	-24:10:18,750;-43:30:37,500	-24:07:48,750;-43:18:45,000

-24:07:39,375;-43:18:45,000	-24:53:46,821;-43:05:57,789	-24:58:56,197;-43:05:57,790
-24:07:39,375;-43:18:07,500	-24:53:56,196;-43:05:57,789	-24:59:05,573;-43:05:57,790
-24:07:30,000;-43:18:07,500	-24:54:05,571;-43:05:57,789	-24:59:14,948;-43:05:57,790
-24:07:30,000;-43:17:20,625	-24:54:14,946;-43:05:57,789	-24:59:24,323;-43:05:57,790
-24:07:20,625;-43:17:20,625	-24:54:24,321;-43:05:57,789	-24:59:33,698;-43:05:57,790
-24:07:20,625;-43:16:43,125	-24:54:33,696;-43:05:57,789	-24:59:43,073;-43:05:57,790
-24:07:11,250;-43:16:43,125	-24:54:43,071;-43:05:57,789	-24:59:52,448;-43:05:57,790
-24:07:11,250;-43:15:56,250	-24:54:52,446;-43:05:57,789	-25:00:01,823;-43:05:57,790
-24:07:01,875;-43:15:56,250	-24:55:01,821;-43:05:57,789	-25:00:01,823;-43:05:48,415
-24:07:01,875;-43:15:18,750	-24:55:11,196;-43:05:57,789	-25:00:01,823;-43:05:39,040
-24:06:52,500;-43:15:18,750	-24:55:20,571;-43:05:57,789	-25:00:01,823;-43:05:29,665
-24:06:52,500;-43:14:41,250	-24:55:29,947;-43:05:57,789	-25:00:01,823;-43:05:20,290
-24:06:43,125;-43:14:41,250	-24:55:39,322;-43:05:57,789	-25:00:01,823;-43:05:10,915
-24:06:43,125;-43:14:03,750	-24:55:48,697;-43:05:57,789	-25:00:01,823;-43:05:01,540
-24:06:33,750;-43:14:03,750	-24:55:58,072;-43:05:57,789	-25:00:01,823;-43:04:52,164
-24:06:33,750;-43:13:07,500	-24:56:07,447;-43:05:57,789	-25:00:01,823;-43:04:42,789
-24:50:37,500;-43:13:07,500	-24:56:16,822;-43:05:57,789	-25:00:01,823;-43:04:33,414
-24:50:37,500;-43:06:05,625	-24:56:26,197;-43:05:57,789	-25:00:01,823;-43:04:24,039
-24:51:35,570;-43:06:05,625	-24:56:35,572;-43:05:57,789	-25:00:01,823;-43:04:14,664
-24:51:35,570;-43:05:57,788	-24:56:44,947;-43:05:57,789	-25:00:01,823;-43:04:05,289
-24:51:44,945;-43:05:57,788	-24:56:54,322;-43:05:57,789	-25:00:01,823;-43:03:55,914
-24:51:54,321;-43:05:57,788	-24:57:03,697;-43:05:57,789	-25:00:01,823;-43:03:46,539
-24:52:03,696;-43:05:57,788	-24:57:13,072;-43:05:57,789	-25:00:01,823;-43:03:37,164
-24:52:13,071;-43:05:57,788	-24:57:22,447;-43:05:57,789	-25:00:01,823;-43:03:26,250
-24:52:22,446;-43:05:57,788	-24:57:31,822;-43:05:57,790	-25:05:00,000;-43:03:26,250
-24:52:31,821;-43:05:57,788	-24:57:41,197;-43:05:57,790	
-24:52:41,196;-43:05:57,788	-24:57:50,572;-43:05:57,790	
-24:52:50,571;-43:05:57,789	-24:57:59,947;-43:05:57,790	
-24:52:59,946;-43:05:57,789	-24:58:09,322;-43:05:57,790	
-24:53:09,321;-43:05:57,789	-24:58:18,697;-43:05:57,790	
-24:53:18,696;-43:05:57,789	-24:58:28,072;-43:05:57,790	
-24:53:28,071;-43:05:57,789	-24:58:37,447;-43:05:57,790	
-24:53:37,446;-43:05:57,789	-24:58:46,822;-43:05:57,790	
		Turmalina
		-21:38:26,250;-39:10:00,000
		-21:38:26,250;-39:09:41,250
		-21:38:54,375;-39:09:41,250
		-21:38:54,375;-39:09:22,500
		-21:39:22,500;-39:09:22,500
		-21:39:22,500;-39:09:03,750

-21:39:50,625;-39:09:03,750	-21:42:20,625;-39:06:52,500	-21:45:18,750;-39:05:00,000
-21:39:50,625;-39:08:45,000	-21:42:48,750;-39:06:52,500	-21:45:18,750;-39:04:41,250
-21:40:09,375;-39:08:45,000	-21:42:48,750;-39:06:33,750	-22:00:37,500;-39:04:41,250
-21:40:09,375;-39:08:26,250	-21:43:16,875;-39:06:33,750	-22:00:37,500;-39:25:28,125
-21:40:37,500;-39:08:26,250	-21:43:16,875;-39:06:15,000	-21:37:48,750;-39:25:28,125
-21:40:37,500;-39:08:07,500	-21:43:45,000;-39:06:15,000	-21:37:48,750;-39:10:18,750
-21:41:05,625;-39:08:07,500	-21:43:45,000;-39:05:56,250	-21:37:58,125;-39:10:18,750
-21:41:05,625;-39:07:48,750	-21:44:03,750;-39:05:56,250	-21:37:58,125;-39:10:00,000
-21:41:24,375;-39:07:48,750	-21:44:03,750;-39:05:37,500	-21:38:26,250;-39:10:00,000
-21:41:24,375;-39:07:30,000	-21:44:31,875;-39:05:37,500	
-21:41:52,500;-39:07:30,000	-21:44:31,875;-39:05:18,750	
-21:41:52,500;-39:07:11,250	-21:45:00,000;-39:05:18,750	
-21:42:20,625;-39:07:11,250	-21:45:00,000;-39:05:00,000	

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ANNEX I - Part 2 - Special features of the blocks on offer

Blocks containing reservoirs that extend into areas under concession contracts, production sharing contracts or non-contracted areas, indicated in Table 8 of Part 1 of ANNEX I, as the case may be, must adopt procedures to individualize the production (unitization) of oil and natural gas, under the terms of the applicable legislation, especially ANP Resolution 867/2022, CNPE Resolution 08/2016, and the draft production sharing agreement attached to this tender protocol.

The individualization of production has a number of repercussions on oil and natural gas exploration and production activities in these blocks: the signing of a production individualization agreement, contractual obligations regarding local content, any expenses incurred by concessionaires in the adjacent area if they carry out exploration and production activities in the shared deposit before the production sharing agreement is signed and any appropriate production, among others.

Interested parties must submit to ANP the Term of Commitment Adhere to the Production Individualization Agreement, under the terms of Production Individualization Agreement in force, according to the model in ANNEX XXVII.

The winning bidders who have signed production sharing contracts for these blocks must abide by the terms of the Production Individualization Agreements, if these have been approved by ANP.

To this end, they must sign and send to ANP the Amendment to the Production Individualization Agreement in force, according to model in ANNEX XXVIII, by the date production sharing agreement signed, respecting the deadlines set by CEL in the cycle schedules.

In turn, under the terms of CNPE Resolution 06/2024, Petrobras expressed its interest in being the operator of the blocks indicated in Table 9 of ANNEX I.

Table 9 in ANNEX I consolidates the information on Petrobras' preemptive right, as well as its percentage stake as operator and the stake to be offered for the blocks in the Open Acreage of Production Sharing.

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

1. PART 1 - USE OF DOCUMENTS

The [insert corporate name of bidder], represented by its accredited representative(s), with a view to its participation in the Open Acreage of Production Sharing, 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 agreement signature] in the Open Acreage of Production Sharing, which were submitted to ANP as of January 2019 through the Electronic Information System (SEI) and to certify 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 12:

- 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 Open Acreage of Production Sharing bidding tender protocol.

Table 12 - Application for use of documents

X	NO.	Document	Round No. Tenders	Agreement no. for Assignment	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) related to election/appointment of such representatives			
	3	Compliance with any conditions for the exercise of the powers of 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 properly, in accordance with the law your country			
	7	Technical Summary			
	8	HSE aspects			
	9	Financial statements for the last three years			
	10	Opinions of independent auditors			
	11	Summary of Financial Statements			
	12	Documentation equivalent to the requirements of the tender protocol, if applicable			

By submitting the application for use of documents, the bidder declares, under the penalties of the law and the penalties provided for in Subsections XI.3 and XI.4 of the tender protocol, that the information contained in the documents indicated in this annex is true and applicable to the tender protocol for the Open Acreage of Production Sharing.

[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 PREVIOUS TECHNICAL QUALIFICATIONS OR USE OF DOCUMENTS

2. PART 2 - USE OF PREVIOUS TECHNICAL QUALIFICATIONS

The [insert the bidder's corporate name], represented by its accredited representative(s), with a view to its participation in the Open Acreage of Production Sharing, hereby requests the National Agency of Petroleum, Natural Gas and Biofuels (ANP) to adopt the simplified technical qualification procedure, in the form of subsection VIII.3.4, for the purposes of participation in the Open Acreage of Production Sharing, thus taking advantage of the non-simplified technical qualification obtained in the [insert the bidder's corporate name]:

- (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 agreement for which the technical qualification to be used was obtained, provided that it was obtained as part of a agreement 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 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 provided for 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 for the Open Acreage of Production Sharing.

[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 THE BIDDER

The [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 contact person's name] Position: [insert contact person's position]

Phone: [insert contact person's phone number] Fax: [insert contact person's fax number]

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

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

Comments: [insert any comments]

The [insert company 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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

ANNEX IV - PAYMENT OF DATA PACKAGE ACCESS FEES

The [insert 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 blocks in Table 13 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 groups 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 Open Acreage of Production Sharing tender protocol.

Table 13 - Payment of fees for access to the technical data package for exploration blocks

Basin	Sector	Block	Data Pack Access Fee (R\$)	Tick [X]
Campos	SC-AP3	Citrino	400.000,00	
	SC-AP3	Larimar		
	SC-AP3	Ônix		
	SC-AP1	Turmalina		
	SC-AP4	Itaimbezinho		
	SC-AP4	Jaspe		
Santos	SS-AUP1	Ágata		
	SS-AUP2	Amazonita		
	SS-AP2	Safira Leste		
	SS-AP1	Safira Oeste		
	SS-AUP3	Esmeralda		
	SS-AUP1	Jade		
	SS-AUP3	Ametista		

The [insert bidder's company name] also declares that it is aware that ANP will not accept any request for reimbursement of the access fees to the 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 bidder].

The [insert the company name of the bidder] authorizes [insert the name of the person authorized to receive the technical data package], identification document (type/number) [insert the number of the identification document], position [insert the position], to receive the technical data package on its 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 OF UP-TO-DATE CORPORATE ACTS

The [insert bidder's corporate name], represented by its accredited representative(s), under the penalties provided for in the applicable legislation, declares that it submits the National Agency of Petroleum, Natural Gas and Biofuels (ANP), with a view to complying with the requirements set out in the tender protocol of the Open Acreage of Production Sharing, (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.

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

INSTRUCTIONS FOR COMPLETING TABLE 14:

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 legal representatives, by filling in the respective fields in the first column of Table 14 with the letter "X". If there are other documents to be used to prove this, they must be listed in item (4) of Table 14.
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 contract, 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 items a and b of item 2, 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. At the end, fill in the fields relating to the place, date and name of the accredited representatives and sign this declaration.

TABLE 14 - Declaration that corporate acts are up to date

<input checked="" type="checkbox"/>	NO.	Document	Device	Leaf numbers
Proof of powers and name(s) legal representative(s)				
	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]		
Limitations on the exercise of the powers of the legal representative(s)				
	5	Articles of association		
	6	Other: [specify]		

[signature]

Signed by: [insert name(s) of accredited representative(s) of 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 [insert name of bidder's country origin], with registered office at [insert address of bidder' registered office], through its legal representative(s) [insert name(s) bidder's Representative(s)], hereby appoints, as the accredited representative(s), [insert the name and full qualifications (nationality, place of birth, marital status, profession, civil registration, address, telephone number, e-mail address, etc.) of the accredited representative(s) granted by the power of attorney], his or her attorney-in-fact(s) to individually represent it before the National Petroleum Agency, Natural Gas and Biofuels (ANP) in matters relating specifically to the Open Acreage of Production Sharing, with powers to perform any and all acts and assume responsibilities relating to the aforementioned bidding round and any proposal submitted, and to receive, deliver and sign documents, receive summonses 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 contracts granted and perform the other acts necessary for the faithful fulfillment of this mandate, with no substitution being allowed.

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 Production Sharing.

[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 main Accredited Representative's mailing address]

TELEPHONE, FAX AND E-MAIL: [insert telephone, fax and e-mail of the main accredited representative]

Other accredited representatives

NAME:[insert name of accredited representative]

ADDRESS: [insert mailing address of accredited representative] TELEPHONE, FAX AND

E-MAIL: [insert telephone, fax and e-mail of accredited representative]

[Note: The fields below 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 - 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 Production Sharing.

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).

I.3) Corporate composition (indicate the partners and their respective).

I.4) Corporate group (indicate the corporate group to which you belong).

I.5) Updated share capital value (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 waters or deep and ultra-deep waters) 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 name(s) of accredited representative(s) or legal representative of bidder]

Place and date: [insert place and date]

ANNEX VIII - DECLARATION OF ABSENCE OF IMPEDIMENTS TO SIGNING THE PRODUCTION SHARING CONTRACT

The [insert bidder's corporate name], 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 Open Acreage of Production Sharing tender protocol, there are NO impediments to signing or executing the production sharing contract.

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) there is no final conviction against him/her for an environmental crime committed in the course of an activity identical to the object of this bid or for an illegal act harmful to the national or foreign public administration, as provided for in Law No. 14.133/2021, established in judicial or administrative proceedings, for which the extinction of punishability has not yet been declared; and
- 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 work or the environment, as well as any crime provided for in Law No. 8,666/1993, for which extinction of punishability has not yet been declared.

[signature]

Signed by: [insert name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

ANNEX IX - DECLARATION OF RELEVANT PENDING LEGAL OR JUDICIAL PROCEEDINGS

The [insert the bidder's corporate name], 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 Open Acreage of Production Sharing tender protocol, that [insert "there are no" or "there is", as the case may be] relevant legal or judicial pending matters, including those capable of entailing 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 X - TERM OF COMMITMENT TO ADJUST CORPORATE PURPOSE

Insert the company name of the bidder], represented by its accredited representative(s), declares its interest in participating in the Open Acreage of Production Sharing, the purpose of which is to award production sharing contracts for the exploration and production of oil and natural gas in Brazil, and acknowledges the procedures and rules for qualification, for bidding in general and for signing production sharing contracts.

Insert the company name of the bidder] also declares that it undertakes, should it be declared the winner of the public bidding session of an Open Acreage of Production Sharing cycle, and for purposes of signing production sharing contract(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 a contract, to the exploration 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 name(s) of accredited representative(s) of bidder] Place and date:
 [insert place and date]

**ANNEX XI - TERM OF COMMITMENT TO INCORPORATE A LEGAL ENTITY
UNDER BRAZILIAN LAW OR TO APPOINT A CONTROLLED BRAZILIAN
LEGAL ENTITY ALREADY INCORPORATED TO SIGN THE PRODUCTION
SHARING CONTRACT**

Insert the company name of the bidder], represented by its accredited representative(s), declares its interest in participating in the Open Acreage of Production Sharing, the purpose of which is to award production sharing contracts for the exploration and production of oil and natural gas in Brazil, and acknowledges the procedures and rules for qualification, for bidding in general and for signing production sharing contracts.

Insert the company name of the bidder] also declares that it undertakes, should it be declared the winner of the Permanent Offer cycle, to set up a legal entity under Brazilian law, with headquarters and administration in Brazil, or to appoint a Brazilian controlled 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 production sharing contract(s) in its place.

This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic 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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

ANNEX XII - 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 Production Sharing 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 , if applicable).

--

D) Qualification option.

- The bidder must check one option in the table below:.

Do you use the experience of the corporate group for technical qualification purposes?	YES	NO

- If information on exploration and production activities carried out by other companies 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 production sharing agreement as Operator must be observed.

II - E&P activities in current contracts or projects.

Instructions for filling in Item II.

- List only projects in progress or in force on the date this document is filed.
- **Blocks/Contract:** describe the name of the contract, agreement group or project.
- **Location:** inform the Sedimentary Basin, Block, Field, Contract, Country 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, if maritime environment, list of exploration or production activities already carried out, among others. If the experience of the corporate group is used, the company responsible for the activities described must also be informed.
- 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.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

B) Report E&P activities in areas in an onshore operational environment that are currently in the production phase.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

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.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

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.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

E) Report E&P activities in areas in the deepwater or ultra-deepwater operating environment (with water depths greater than 400m) that are currently in the exploration phase.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

F) Report E&P activities in areas in the deepwater or ultra-deepwater operating environment (with water depths greater than 400m) that are currently in the production phase.

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

G) Report E&P activities in an adverse operating environment. (It is necessary to describe the characteristics that qualify as an adverse environment, under terms of the "Technical Qualification" section of the tender protocol).

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

H) Inform E&P activities in environmentally sensitive areas (You must describe the characteristics that qualify as an environmentally sensitive area, under the terms of the "Technical Qualification" section of the tender protocol).

Contract	Location	Form of Participation	Start of Operation (month/year)
Description			

III - Length of experience in E&P activities

Instructions for completing Item III.

- **Block/Contract:** describe the name of the block or contract, group of contracts or project.
- **Location:** inform the Sedimentary Basin, Block, Field, Contract, 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, the company responsible for the activities described must also be informed.
- 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) Reporting on E&P activities in an onshore operational environment.

Contract	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)
Description				

B) Report E&P activities in shallow water operating environments (with water depths of up to 400m).

Contract	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)
Description				

C) Report E&P activities in deepwater or ultra-deepwater operating environments (with water depths of more than 400m).

Contract	Location	Form of Participation	Start of Operation (month/year)	End of Operation (month/year)
Description				

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:** may include relevant information on contracts or projects considered for the data consolidated in the table.
- The data must be filled in in barrels of oil equivalent per day, in accordance with the terms of the "Technical Qualification" section of the tender protocol.

Average oil equivalent production over the last 5 years (boe/d)					
20XX	20XX	20XX	20XX	20XX	Average
Description					

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:** may include relevant information on contracts or projects considered for the data consolidated in the table.
- The data must be filled in in millions of reais, in accordance with the terms of the "Technical Qualification" section of the call for tenders.

Operating environment	Amount of investments over the last 5 years (millions of reais)					
	20XX	20XX	20XX	20XX	20XX	Total
Terra						
Shallow waters						
Deep or ultra-deep waters						
	Description					

VI - HSE aspects Instructions for filling in

Item VI

- The items will only be scored upon delivery of the documents, in accordance with the call for tenders.

Item	Date of effective (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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

ANNEX XIII - TECHNICAL SUMMARY 02: 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 Production Sharing 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, 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 XIV - TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION FOR BIDDERS ALREADY OPERATING IN BRAZIL

This document must be completed in accordance with the provisions of the "Technical Qualification" section of the Open Acreage of Production Sharing 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, if applicable).

--

D) Qualification option.

- The bidder must check one option in the table below.

	YES	NO
Do you use the experience of the corporate group for technical qualification purposes?		

- 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

Subsection X.2.5 of the tender protocol on the presentation of a Performance Guarantee as a requirement for signing a production sharing agreement as Operator.

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 contracts 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 contracts 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 contracts where the block or field is located onshore and the bidder acts as operator:

Block or Field	Contract	Date Signed

B) List of concession or production-sharing contracts where the block or field is located in shallow waters (water depths of up to 400 meters) and the bidder acts as operator:

Block or Field	Contract	Date Signed

C) List of concession or production sharing contracts whose block or field is located in deep or ultra-deep waters (water depths of more than 400 meters) and the bidder acts as operator:

Block or Field	Contract	Date Signed

D) List of concession or production sharing contracts in which the bidder acts as a non-operator:

Block or Field	Contract	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 name(s) of accredited representative(s) of bidder]

Place and date: [insert place and date]

INSTRUCTIONS FOR COMPLETING THE TECHNICAL SUMMARY 03

1. General instructions:

- 1.1. The technical summary 03 must be submitted in the cases provided for in the tender protocol of the Open Acreage of Production Sharing, according to the model in the annex, entitled

TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION FOR BIDDERS WHO HAVE ALREADY

Only technical summaries submitted in the form of the model mentioned above will be analyzed.

- 1.2. When filling in the technical summary 03, the text must be appropriate to that requested for the technical qualification, in accordance with the provisions of the "Qualification" section of the Open Acreage of Production Sharing tender protocol, 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 contracts where the block or field is located onshore and the bidder acts as operator.
 - II. List of concession or production-sharing contracts where the block or field is located in shallow waters (water depths of up to 400 meters) and the bidder acts as operator.
 - III. List of concession or production sharing contracts whose block or field is located in deep or ultra-deep waters (water depths of more than 400 meters) and the bidder acts as operator.
 - IV. List of concession or production sharing contracts in which the bidder acts as a non-operator.
2. Filling in the items in the technical summary 03:
 - 2.1. Items I, II, III and IV: the bidder must provide the numbers of the concession or production sharing contracts in which it operates, respectively as a concessionaire or contractor in Brazil.

ANNEX XV - DECLARATION OF TECHNICAL, ECONOMIC AND FINANCIAL CAPACITY AND LEGAL, FISCAL AND LABOR REGULARITY

The [insert bidder's corporate name], 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 Production Sharing tender protocol and its annexes, and (ii) in the qualification stage, it will have technical, economic and financial capacity and legal, tax and labor regularity, in accordance with the requirements of the Open Acreage of Production Sharing 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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

ANNEX XVI - SUMMARY OF FINANCIAL STATEMENTS

This form, applicable only to foreign bidders based abroad, must be filled out in Brazilian real (R\$) 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.

ACTIVE	Date: _____	Date: _____	Date: _____	LIABILITIES	Date: _____	Date: _____	Date: _____
	—	—	—		—	—	—
Current (a)				Current (a)			
Non-current (b = c + d + e + f)				Non-current (b)			
Long-term assets (c)				Shareholder s' equity (c)			
Investments (d)							
Fixed assets							

(e)							
Intangible (f)							
TOTAL (g = a+ b)				TOTAL (d = a + b + c)			

PROFIT AND LOSS STATEMENT	Year: _____	Year: _____	Year: _____
GROSS REVENUE			
LAIR			
NET INCOME			

Comments / Explanatory Notes ⁸

Accountant responsible

Name:

Professional Registration:

Signature: _____

Date: _____

⁸ Issued by an independent auditor or , if applicable.

Bidder's administrator

Name: _____

Id: _____

Signature: _____

Date: _____

[signature]

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

Place and date: [insert place and date]

ANNEX XVII - MODEL LETTER OF CREDIT FOR BID GUARANTEE

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 value]* (*[insert actual amount in words]*).

To

National Agency of Petroleum, Natural Gas and Biofuels (ANP)

Licensing Rounds Promotion Superintendence (SPL)

Avenida Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Dear Sirs,

1. *[Insert the name of the Bank]*, [insert the 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 Guarantee Letter Credit no.No. *[insert the number of the Letter of Credit]*, whereby the ISSUER authorizes ANP to draw, in a single drawing, the amount of up to R\$ *[insert the Nominal Amount]* (*[insert the amount in full]* reais), upon presentation of a *Payment Order* and a *Drawing Proof*, defined below, at the establishment of the ISSUER 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 below, 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 withdrawal may only be made on the basis of this instrument upon presentation by ANP to the ISSUER of a cash withdrawal order, as per Document II (Model of Payment Order) attached hereto, together with a voucher, as per Document III (Model of Proof of Withdrawal) attached hereto. The presentation of the *Payment Order* and the *Proof of Drawing* shall be made at the establishment of the *ISSUER*, in the city of Rio de Janeiro, located at *[insert the 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 ISSUER shall pay the Nominal Amount in accordance with the following procedure

set out in the *Proof of Withdrawal*. The ISSUER must make the payment within 3 (three) banking days immediately following 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 (Proof of Release Model); (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) on the due date established pursuant to Subsection VI.4 of the Open Acreage of Production Sharing tender protocol. Notwithstanding the , any drawing made in accordance herewith, prior to the maturity of this Letter of Credit, shall be honored by the BIDDER. 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 subsequent 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 e-mail or delivered by personal courier, express delivery service or by post to the address below:

(i) If for the ISSUER:

[insert Issuer's name]

[insert Issuer's address]

[insert ZIP code]

[insert city State]

[insert e-mail address]

(ii) If for ANP:

Open Acreage of Production Sharing

Licensing Rounds Promotion Superintendence (SPL)

Avenida Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Email: rodadas@anp.gov.br

9. The addresses and e-mails 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 other than (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 the name of the person responsible for the issue]*

Position: *[insert the position of the person responsible for the issue]*

Document I

Model of Proof of Reduction

[Model to be filled in by ANP - DO NOT FILL IN].

PROOF OF REDUCTION

This refers to Irrevocable Guarantee Letter Credit No. *[insert Letter of Credit number]*, effective from *[insert date, in day/month/year format]* to *[insert date, in day/month/year format]*, issued by *[insert Issuer's name]* 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 amount in Reais (R\$), specified below (a), corresponds to the amount allocable to the Nominal Value of the Guarantees in relation to the signature of the Production Sharing Contract(s) referring to the Notice the Open Acreage of Production Sharing 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 proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on [insert date, day/month/year].

[signature]

Name: *[insert the name of the person responsible for the issue]*

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 the name of the person responsible for the issue]*

Position: *[insert the position of the person responsible for the issue]*

To *[insert name of Bank]*

[insert address of Bank]

Document III

Proof of Withdrawal Template

[Model to be filled in by ANP - DO NOT FILL IN].

PROOF OF WITHDRAWAL

This refers to Irrevocable Guarantee Letter Credit No. *[insert Letter of Credit number]*, effective from *[insert date, in day/month/year format]* to *[insert date, in day/month/year format]*, issued by *[insert Issuer's name]* 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 Production Sharing, the bidder offering *[insert the bidder's corporate name]* has incurred in one of the hypotheses of execution of the bid guarantee provided for in Subsection VI.6 (Execution of bid guarantees) of the Open Acreage of Production Sharing tender protocol.

Payment of the Nominal Amount set out in Letter of Credit No. *[insert Letter of Credit number]* shall be made by the LENDER to the following account:

[ANP will provide the procedures for payment].

This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on *[insert date, in formatodia/month/year]*.

[signature]

Name: *[insert the name of the person responsible for the issue]*

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 Guarantee Letter Credit No. *[insert Letter of Credit number]*, effective from *[insert date, in day/month/year format]* to *[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 Subsection VI.7 (Exoneration and return of bid guarantees) of the Open Acreage of Production Sharing tender protocol. The date of exoneration becomes the date of issue of this voucher.

This proof was signed by the undersigned on behalf of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) on *[insert day in day/month/year format]*.

[signature]

Name: *[insert the name of the person responsible for the issue]*

Position: *[insert the position of the person responsible for the issue]*

ANNEX XVII - MODEL LETTER OF CREDIT FOR BID GUARANTEE

ANNEX XVIII - BID GUARANTEE INSURANCE MODEL

GUARANTEE INSURANCE POLICY

Guarantee Insurance Policy No. [insert Guarantee Insurance Policy number] **Issue Date:** [insert Guarantee Insurance Policy issue date] **SUSEP Registration Number:** [insert SUSEP Registration number] **Proposal:** [insert proposal number] **Internal Control (Control Code):** [insert 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 e-mail 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 e-mail 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 e-mail address]

Data of the Insured (INSURED)

National Agency of Petroleum, Natural Gas and Biofuels - ANP CNPJ No. 02.313.673/0002-08

Licensing Rounds Promotion Superintendence (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 - Permanent Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas (Bidding Notice).

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], [insert the CNPJ registration number], with registered office at [insert the address of the insuring], by means of this Guarantee Insurance Policy, guarantees the INSURED, NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS (ANP), CNPJ No. 02.313.673/0002-08, headquartered at Avenida Rio Branco, 65 - 19º andar - Rio de Janeiro, RJ, the obligations of the Public Notice assumed by the BIDDER, [insert the corporate name of the bidder], [insert the CNPJ registration number], headquartered at [insert the bidder's address], up to the amount of R\$ [insert the amount in full], in the form and object described below.

Guarantee of Indemnity, up to the Maximum Guarantee Limit (MCL) established in the Policy, considering the reductions of the guaranteed amount, for the default of the TAKER in

in relation to the hypotheses set out in Subsection VI.6 of the Standing Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas.

The Premium for this Policy is R\$ [insert Nominal Value] ([insert amount in full] 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. Permanent Bidding Notice for the Award of Sharing Contracts the Exploration and Production of Oil and Natural Gas (Bidding Notice).

This Policy has reinsurance cover provided by [insert name of Reinsurer], through reinsurance agreement 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 OF OIL, NATURAL GAS AND BIOFUELS (ANP).

[insert place (city) of signature], [insert date of issue].

[insert name of Insurer]

_____(SIGNATURE)_____

Name: [insert the name of the person responsible for the issue]

Position: [insert the position of the person responsible for the issue]

Document I
CONTRACTUAL CONDITIONS

1. Guaranteed Obligation

1.1. In addition to the obligation defined in the preamble of this Policy, this insurance guarantees the amounts owed to the INSURED arising from the default by the TAKER as provided for in Subsection VI.6 of the Tender Notice the Permanent Offer for the Award of Sharing Contracts for the Exploration 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 with regard to the payment of taxes, labor obligations of any nature, social security, 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 one or more of the following hypotheses:

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 intentional acts committed by the INSURED, the beneficiary or the representative of one or the other;

V - The INSURED fails to fully comply with any obligations set forth in the Public Notice;

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 INSURANCE COMPANY 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 Tender Notice for the Permanent Offer for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas.

4.4. Maximum Guarantee Limit (MCL): 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 UNDERWRITER 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 termination of

coverage/liability of the INSURER, 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 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 guaranteed amount or Maximum Guarantee Limit (MCL) of this Policy is the maximum nominal amount guaranteed by it.

5.3. In the event of changes previously established in 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 respective Endorsement.

5.4. For subsequent changes made to the document that served as the basis for the INSURERS' acceptance of the risk, as a result of which it is necessary to modify the contractual value, the guaranteed amount may accompany such changes, provided that they are requested and accepted by the INSURERS through the issue of an Endorsement.

5.5. In any case, changes, updates and renewals are not presumed and shall be preceded by a written request from the INSURED, TAKER or BROKER, accompanied by the documents submitted in good time for analysis and underwriting of the risk by the INSURER.

5.6. The value of this Policy may be reduced, as for in the Public Notice, by issuing a Reduction of Insured Amount Endorsement, issued by the INSURER, upon presentation of a Proof of Reduction, in accordance with Document II (Model Proof of Reduction), signed by the INSURED.

6. Claim and Characterization of 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 Tender Notice for

Permanent Offer for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas, the date on which the Claim will become official.

6.1.1. The following documents will be required for the Claim:

- a) Copy of the Public Notice;
- 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 Standing Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Petroleum and Natural Gas, accompanied by supporting documents.
- d) a copy of the administrative file 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, for the claim and characterization of 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 INSURER 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 shall be suspended and its counting shall restart 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 owed and/or fines resulting from the TAKER's default in relation to the hypotheses set out in Subsection VI.6 of the Permanent Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas, covered by the Policy.

7.2. The deadline for fulfilling the obligation.

7.2.1. The indemnity must be paid 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 shall start counting again from the first working day following the revocation of the decision.

8. Updating Compensation 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 is 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 will be the Broad National Consumer Price Index of the Brazilian Institute of Geography and Statistics (IPCA/IBGE) or any index that may replace it, and will be calculated on the basis of the variation

the positive index calculated between the last index published before the date of the payment obligation and the one published immediately before the date of its effective settlement.

8.3. Interest on arrears, counted from the first day after the end of the period set for payment of the obligation, will 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. Extinguishing 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 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. It is forbidden to use more than one Guarantee Insurance in the same form to cover the object of this contract, 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 shall be liable, in proportion to the risk assumed, with the other participants, in relation to the common amounts owed.

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 relating 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 Permanent Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas, especially the hypotheses for the execution of the Bid Bond set out in said Notice.

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 under the terms of Subsection VI.4 of the Notice of Bids for the Permanent Offer for the Award of Sharing Contracts for the Exploration 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 regulations 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 them, as set out in this document.

13.9. This Policy does not allow the reinstatement of its Maximum Guarantee Limit (MCL).

13.10. The INSURED may consult the registration status of the BROKER and the INSURER on the website 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 this document is issued, it can be checked whether the Policy and/or Endorsement has been correctly registered on the SUSEP website www.susep.gov.br.

14. Notifications

14.1. All notifications, 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]

_____(SIGNATURE)_____

Name: [insert the name of the person responsible for the issue]

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]*, in force from *[insert start date, in day/month/year format]* to *[insert end date, in day/month/year format]*, issued by *[insert name of Issuer]*, CNPJ No. *[insert CNPJ number]*, contributed 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 Permanent Bidding Notice for the Award of Sharing Contracts for the Exploration and Production of Oil and Natural Gas up to the date of this statement; 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 proof 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]*.

[signature]

Name: *[insert]*

Position: *[insert]*

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 the date of the payment order, in day/month/year format]*) At sight

The undersigned, duly authorized to sign this voucher on behalf of ANP, hereby certifies that, as a result of the Permanent Offer, the UNDERTAKER has incurred in one of the cases of forfeiture of the bid guarantee provided for in Subsection VI.6 (Forfeiture the Bid Guarantee) of the Permanent Offer Bidding Notice for the granting of Sharing Contracts for the Exploration and Production of Petroleum and Natural Gas.

I request to pay the National Agency of Petroleum, Natural Gas and Biofuels (ANP) the Nominal Value of R\$ *[insert Nominal Value]* (*[insert amount in full]* reais).

Withdrawal in accordance with Guarantee Insurance Policy No. *[insert policy number]* issued by *[insert company 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]*.

[signature]

Name: *[insert the name of the person responsible for the issue]*

Position: *[insert the position of the person responsible for the issue]*

To *[insert the company name of the 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], in force from [insert start date, in day/month/year format] to [insert end date, in day/month/year format], issued by [insert name of Issuer], CNPJ No. [insert CNPJ number], contributed 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 offer guarantee) of the Tender Protocol of Open Acreage for the Award of Sharing Contracts for the Exploration 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 proof 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].

[signature]

Name: [insert the name of the person responsible for the issue]

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 XIX - DECLARATION OF BLOCKS OF INTEREST

The legal entity *[insert name of legal entity]*, represented by its accredited representative(s), declares its interest in submitting a bid(s) for the blocks indicated below.

Table 15 - Declaration of blocks of interest

Basin	Block

[Add lines to include more blocks].

Blocks that have had their declaration of interest accompanied by a bid guarantee approved by the Bidding Round Special Commission (CEL) and meet the requirements stipulated in subsection I.3 will be part of the public bidding session for an Open Acreage of Production Sharing cycle.

[signature]

Signed by: [insert the name(s) of the legal entity's accredited representative(s)]

[signature]

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

Place and date: [insert place and date]

ANNEX XX - PERCENTAGE OF SURPLUS OIL FOR THE FEDERAL GOVERNMENT BASED ON OIL SUPPLY, PRODUCTIVITY AND PRICE

			Produção Média dos Poços Produtores (bbld)															
	De	até	0	500	1.000	1.500	2.000	2.500	3.000	3.500	4.000	4.500	5.000	5.500	6.000	6.500	7.000	7.500
			500	1.000	1.500	2.000	2.500	3.000	3.500	4.000	4.500	5.000	5.500	6.000	6.500	7.000	7.500	8.000
	0	5,00	1%	1%	1%	-93,60pp	-84,62pp	-76,40pp	-68,87pp	-61,96pp	-55,64pp	-49,85pp	-44,54pp	-39,67pp	-35,22pp	-31,13pp	-27,39pp	-23,97pp
Preço Dated Brent - US\$/Baril	5,01	10,00	1%	1%	1%	-90,25pp	-81,32pp	-73,16pp	-65,70pp	-58,88pp	-52,65pp	-46,96pp	-41,75pp	-36,99pp	-32,65pp	-28,67pp	-25,04pp	-21,72pp
	10,01	15,00	1%	1%	-96,69pp	-86,96pp	-78,08pp	-69,99pp	-62,61pp	-55,88pp	-49,75pp	-44,16pp	-39,07pp	-34,42pp	-30,18pp	-26,32pp	-22,80pp	-19,59pp
	15,01	20,00	1%	1%	-93,39pp	-83,70pp	-74,89pp	-66,88pp	-59,59pp	-52,97pp	-46,94pp	-41,46pp	-36,48pp	-31,95pp	-27,83pp	-24,08pp	-20,67pp	-17,57pp
	20,01	25,00	1%	1%	-90,12pp	-80,49pp	-71,76pp	-63,83pp	-56,65pp	-50,13pp	-44,22pp	-38,85pp	-33,99pp	-29,58pp	-25,57pp	-21,94pp	-18,65pp	-15,66pp
	25,01	30,00	1%	-97,43pp	-86,87pp	-77,32pp	-68,68pp	-60,85pp	-53,78pp	-47,37pp	-41,58pp	-36,33pp	-31,59pp	-27,30pp	-23,41pp	-19,90pp	-16,72pp	-13,84pp
	30,01	35,00	1%	-94,15pp	-83,66pp	-74,19pp	-65,65pp	-57,94pp	-50,97pp	-44,69pp	-39,02pp	-33,90pp	-29,28pp	-25,11pp	-21,35pp	-17,95pp	-14,89pp	-12,12pp
	35,01	40,00	1%	-90,88pp	-80,48pp	-71,11pp	-62,67pp	-55,08pp	-48,24pp	-42,08pp	-36,54pp	-31,55pp	-27,06pp	-23,02pp	-19,37pp	-16,09pp	-13,14pp	-10,49pp
	40,01	45,00	1%	-87,63pp	-77,32pp	-68,06pp	-59,75pp	-52,28pp	-45,57pp	-39,55pp	-34,14pp	-29,28pp	-24,92pp	-21,00pp	-17,48pp	-14,32pp	-11,49pp	-8,94pp
	45,01	50,00	-95,78pp	-84,40pp	-74,20pp	-65,06pp	-56,87pp	-49,54pp	-42,97pp	-37,09pp	-31,82pp	-27,09pp	-22,86pp	-19,07pp	-15,68pp	-12,64pp	-9,91pp	-7,47pp
	50,01	55,00	-92,45pp	-81,18pp	-71,10pp	-62,10pp	-54,05pp	-46,86pp	-40,44pp	-34,70pp	-29,57pp	-24,98pp	-20,88pp	-17,22pp	-13,95pp	-11,03pp	-8,42pp	-6,08pp
	55,01	60,00	-89,12pp	-77,97pp	-68,03pp	-59,17pp	-51,28pp	-44,24pp	-37,96pp	-32,37pp	-27,38pp	-22,94pp	-18,98pp	-15,45pp	-12,30pp	-9,50pp	-7,00pp	-4,77pp
	60,01	65,00	-85,79pp	-74,78pp	-64,99pp	-56,29pp	-48,55pp	-41,67pp	-35,55pp	-30,11pp	-25,27pp	-20,97pp	-17,15pp	-13,75pp	-10,73pp	-8,04pp	-5,65pp	-3,52pp
	65,01	70,00	-82,46pp	-71,61pp	-61,98pp	-53,44pp	-45,87pp	-39,16pp	-33,20pp	-27,92pp	-23,23pp	-19,08pp	-15,39pp	-12,12pp	-9,22pp	-6,65pp	-4,37pp	-2,35pp
	70,01	75,00	-79,13pp	-68,45pp	-59,00pp	-50,64pp	-43,24pp	-36,70pp	-30,91pp	-25,79pp	-21,25pp	-17,24pp	-13,70pp	-10,56pp	-7,78pp	-5,33pp	-3,15pp	-1,23pp
	75,01	80,00	-75,80pp	-65,31pp	-56,04pp	-47,87pp	-40,66pp	-34,29pp	-28,67pp	-23,72pp	-19,34pp	-15,48pp	-12,07pp	-9,06pp	-6,41pp	-4,07pp	-2,00pp	-0,18pp
	80,01	85,00	-72,47pp	-62,18pp	-53,12pp	-45,14pp	-38,12pp	-31,94pp	-26,50pp	-21,71pp	-17,49pp	-13,78pp	-10,51pp	-7,63pp	-5,10pp	-2,87pp	-0,91pp	+0,82pp
	85,01	90,00	-69,14pp	-59,06pp	-50,22pp	-42,45pp	-35,62pp	-29,63pp	-24,37pp	-19,75pp	-15,70pp	-12,14pp	-9,01pp	-6,26pp	-3,85pp	-1,73pp	+0,13pp	+1,76pp
	90,01	95,00	-65,81pp	-55,97pp	-47,34pp	-39,79pp	-33,18pp	-27,38pp	-22,30pp	-17,86pp	-13,97pp	-10,55pp	-7,57pp	-4,95pp	-2,66pp	-0,65pp	+1,11pp	+2,65pp
	95,01	100,00	-62,48pp	-52,88pp	-44,50pp	-37,17pp	-30,77pp	-25,18pp	-20,29pp	-16,02pp	-12,29pp	-9,03pp	-6,18pp	-3,70pp	-1,52pp	+0,38pp	+2,04pp	+3,49pp
	100,01	105,00	-59,15pp	-49,82pp	-41,68pp	-34,59pp	-28,41pp	-23,02pp	-18,33pp	-14,24pp	-10,67pp	-7,56pp	-4,85pp	-2,49pp	-0,44pp	+1,36pp	+2,92pp	+4,28pp
	105,01	110,00	-55,82pp	-46,76pp	-38,89pp	-32,04pp	-26,09pp	-20,91pp	-16,42pp	-12,51pp	-9,11pp	-6,15pp	-3,58pp	-1,35pp	+0,60pp	+2,28pp	+3,75pp	+5,03pp
	110,01	115,00	-52,49pp	-43,72pp	-36,12pp	-29,53pp	-23,81pp	-18,85pp	-14,55pp	-10,83pp	-7,59pp	-4,79pp	-2,36pp	-0,25pp	+1,58pp	+3,17pp	+4,54pp	+5,73pp
	115,01	120,00	-49,16pp	-40,70pp	-33,38pp	-27,05pp	-21,58pp	-16,84pp	-12,74pp	-9,20pp	-6,13pp	-3,48pp	-1,18pp	+0,80pp	+2,52pp	+4,00pp	+5,29pp	+6,40pp
	120,01	125,00	-45,83pp	-37,69pp	-30,67pp	-24,61pp	-19,38pp	-14,87pp	-10,98pp	-7,62pp	-4,72pp	-2,22pp	-0,06pp	+1,80pp	+3,41pp	+4,80pp	+5,99pp	+7,02pp
	125,01	130,00	-42,50pp	-34,70pp	-27,98pp	-22,20pp	-17,23pp	-12,94pp	-9,26pp	-6,08pp	-3,35pp	-1,00pp	+1,02pp	+2,76pp	+4,26pp	+5,55pp	+6,66pp	+7,61pp
	130,01	135,00	-39,17pp	-31,72pp	-25,32pp	-19,83pp	-15,11pp	-11,06pp	-7,58pp	-4,60pp	-2,04pp	+0,16pp	+2,05pp	+3,67pp	+5,07pp	+6,26pp	+7,29pp	+8,17pp
	135,01	140,00	-35,84pp	-28,75pp	-22,68pp	-17,49pp	-13,03pp	-9,22pp	-5,96pp	-3,16pp	-0,77pp	+1,29pp	+3,04pp	+4,55pp	+5,84pp	+6,94pp	+7,88pp	+8,69pp
	140,01	145,00	-32,51pp	-25,80pp	-20,07pp	-15,18pp	-11,00pp	-7,42pp	-4,37pp	-1,76pp	+0,46pp	+2,37pp	+3,99pp	+5,38pp	+6,57pp	+7,58pp	+8,44pp	+9,18pp
	145,01	150,00	-29,18pp	-22,87pp	-17,49pp	-12,90pp	-9,00pp	-5,67pp	-2,83pp	-0,41pp	+1,65pp	+3,40pp	+4,90pp	+6,17pp	+7,26pp	+8,18pp	+8,97pp	+9,65pp
	150,01	155,00	-25,85pp	-19,95pp	-14,93pp	-10,66pp	-7,03pp	-3,95pp	-1,33pp	+0,90pp	+2,79pp	+4,40pp	+5,77pp	+6,93pp	+7,92pp	+8,76pp	+9,47pp	+10,08pp
	155,01	160,00	-22,52pp	-17,04pp	-12,39pp	-8,45pp	-5,11pp	-2,27pp	+0,13pp	+2,16pp	+3,89pp	+5,36pp	+6,60pp	+7,65pp	+8,54pp	+9,30pp	+9,94pp	+10,49pp
	160,01	165,00	-19,19pp	-14,15pp	-9,88pp	-6,27pp	-3,22pp	-0,64pp	+1,55pp	+3,39pp	+4,95pp	+6,27pp	+7,39pp	+8,34pp	+9,14pp	+9,81pp	+10,38pp	+10,87pp
	165,01	170,00	-15,86pp	-11,27pp	-7,39pp	-4,12pp	-1,37pp	+0,96pp	+2,92pp	+4,58pp	+5,98pp	+7,16pp	+8,15pp	+8,99pp	+9,70pp	+10,30pp	+10,80pp	+11,22pp
	170,01	175,00	-12,53pp	-8,40pp	-4,93pp	-2,01pp	+0,45pp	+2,52pp	+4,27pp	+5,73pp	+6,97pp	+8,00pp	+8,88pp	+9,61pp	+10,23pp	+10,75pp	+11,19pp	+11,56pp
	175,01	180,00	-9,20pp	-5,55pp	-2,49pp	+0,08pp	+2,24pp	+4,05pp	+5,57pp	+6,84pp	+7,92pp	+8,82pp	+9,57pp	+10,20pp	+10,74pp	+11,18pp	+11,56pp	+11,87pp
	180,01	185,00	-5,87pp	-2,72pp	-0,08pp	+2,13pp	+3,99pp	+5,54pp	+6,83pp	+7,92pp	+8,83pp	+9,59pp	+10,23pp	+10,77pp	+11,21pp	+11,59pp	+11,90pp	+12,17pp
	185,01	190,00	-2,54pp	+0,10pp	+2,31pp	+4,16pp	+5,70pp	+6,99pp	+8,07pp	+8,96pp	+9,71pp	+10,34pp	+10,86pp	+11,30pp	+11,67pp	+11,97pp	+12,23pp	+12,44pp
	190,01	195,00	+0,79pp	+2,91pp	+4,68pp	+6,16pp	+7,38pp	+8,41pp	+9,26pp	+10,56pp	+11,06pp	+11,47pp	+11,81pp	+12,09pp	+12,33pp	+12,53pp	+12,69pp	+12,81pp
	195,01	200,00	+4,12pp	+5,71pp	+7,03pp	+8,12pp	+9,03pp	+9,79pp	+10,42pp	+10,94pp	+11,38pp	+11,74pp	+12,04pp	+12,29pp	+12,50pp	+12,67pp	+12,81pp	+12,93pp
	> 200,01		+7,45pp	+8,49pp	+9,35pp	+10,06pp	+10,65pp	+11,14pp	+11,55pp	+11,89pp	+12,16pp	+12,40pp	+12,59pp	+12,75pp	+12,88pp	+12,99pp	+13,08pp	+13,15pp

8.000	8.500	9.000	9.500	10.000	10.500	11.000	11.500	12.000	12.500	13.000	13.500	14.000	14.500	15.000	15.500	16.000
8.500	9.000	9.500	10.000	10.500	11.000	11.500	12.000	12.500	13.000	13.500	14.000	14.500	15.000	15.500	16.000	16.500
-20,82pp	-17,95pp	-15,31pp	-12,90pp	-10,68pp	-8,65pp	-6,80pp	-5,10pp	-3,54pp	-2,11pp	-0,80pp	+0,40pp	+1,50pp	+2,51pp	+3,43pp	+4,28pp	+5,05pp
-18,69pp	-15,92pp	-13,38pp	-11,07pp	-8,95pp	-7,02pp	-5,25pp	-3,63pp	-2,16pp	-0,81pp	+0,42pp	+1,55pp	+2,58pp	+3,52pp	+4,38pp	+5,17pp	+5,89pp
-16,67pp	-14,00pp	-11,57pp	-9,35pp	-7,33pp	-5,49pp	-3,81pp	-2,28pp	-0,88pp	+0,39pp	+1,55pp	+2,61pp	+3,57pp	+4,45pp	+5,25pp	+5,98pp	+6,65pp
-14,76pp	-12,19pp	-9,86pp	-7,74pp	-5,82pp	-4,06pp	-2,47pp	-1,02pp	+0,30pp	+1,49pp	+2,58pp	+3,57pp	+4,48pp	+5,30pp	+6,04pp	+6,72pp	+7,33pp
-12,95pp	-10,49pp	-8,26pp	-6,24pp	-4,40pp	-2,74pp	-1,23pp	+0,14pp	+1,39pp	+2,51pp	+3,54pp	+4,46pp	+5,30pp	+6,07pp	+6,76pp	+7,39pp	+7,96pp
-11,24pp	-8,88pp	-6,75pp	-4,82pp	-3,08pp	-1,50pp	-0,07pp	+1,23pp	+2,40pp	+3,45pp	+4,41pp	+5,28pp	+6,06pp	+6,77pp	+7,41pp	+8,00pp	+8,52pp
-9,62pp	-7,37pp	-5,33pp	-3,50pp	-1,84pp	-0,34pp	+1,01pp	+2,23pp	+3,33pp	+4,32pp	+5,22pp	+6,03pp	+6,76pp	+7,41pp	+8,01pp	+8,55pp	+9,03pp
-8,09pp	-5,94pp	-4,00pp	-2,25pp	-0,68pp	+0,73pp	+2,01pp	+3,16pp	+4,19pp	+5,12pp	+5,96pp	+6,71pp	+7,39pp	+8,00pp	+8,55pp	+9,05pp	+9,49pp
-6,65pp	-4,59pp	-2,75pp	-1,09pp	+0,40pp	+1,74pp	+2,94pp	+4,02pp	+4,98pp	+5,85pp	+6,64pp	+7,34pp	+7,97pp	+8,53pp	+9,04pp	+9,50pp	+9,91pp
-5,29pp	-3,33pp	-1,57pp	OFERTA	+1,41pp	+2,67pp	+3,80pp	+4,81pp	+5,72pp	+6,53pp	+7,26pp	+7,91pp	+8,50pp	+9,02pp	+9,49pp	+9,91pp	+10,28pp
-4,00pp	-2,13pp	-0,47pp	+1,02pp	+2,35pp	+3,54pp	+4,60pp	+5,55pp	+6,40pp	+7,16pp	+7,83pp	+8,44pp	+8,98pp	+9,46pp	+9,89pp	+10,28pp	+10,62pp
-2,78pp	-1,01pp	+0,57pp	+1,97pp	+3,23pp	+4,35pp	+5,34pp	+6,23pp	+7,02pp	+7,73pp	+8,36pp	+8,92pp	+9,42pp	+9,86pp	+10,26pp	+10,61pp	+10,93pp
-1,63pp	+0,05pp	+1,54pp	+2,87pp	+4,05pp	+5,10pp	+6,03pp	+6,86pp	+7,60pp	+8,26pp	+8,84pp	+9,36pp	+9,82pp	+10,23pp	+10,59pp	+10,92pp	+11,21pp
-0,55pp	+1,04pp	+2,45pp	+3,70pp	+4,81pp	+5,80pp	+6,67pp	+7,44pp	+8,13pp	+8,74pp	+9,28pp	+9,76pp	+10,19pp	+10,56pp	+10,90pp	+11,19pp	+11,46pp
+0,47pp	+1,97pp	+3,30pp	+4,48pp	+5,52pp	+6,45pp	+7,26pp	+7,98pp	+8,62pp	+9,19pp	+9,69pp	+10,13pp	+10,52pp	+10,86pp	+11,17pp	+11,44pp	+11,68pp
+1,43pp	+2,85pp	+4,10pp	+5,21pp	+6,19pp	+7,05pp	+7,81pp	+8,48pp	+9,07pp	+9,59pp	+10,06pp	+10,46pp	+10,82pp	+11,14pp	+11,42pp	+11,67pp	+11,88pp
+2,34pp	+3,68pp	+4,85pp	+5,89pp	+6,80pp	+7,61pp	+8,32pp	+8,94pp	+9,49pp	+9,97pp	+10,39pp	+10,77pp	+11,10pp	+11,39pp	+11,64pp	+11,87pp	+12,07pp
+3,19pp	+4,45pp	+5,56pp	+6,53pp	+7,38pp	+8,13pp	+8,79pp	+9,36pp	+9,87pp	+10,31pp	+10,70pp	+11,05pp	+11,35pp	+11,61pp	+11,85pp	+12,05pp	+12,23pp
+4,00pp	+5,18pp	+6,21pp	+7,12pp	+7,91pp	+8,61pp	+9,22pp	+9,75pp	+10,22pp	+10,63pp	+10,99pp	+11,30pp	+11,58pp	+11,82pp	+12,03pp	+12,21pp	+12,38pp
+4,75pp	+5,86pp	+6,83pp	+7,67pp	+8,41pp	+9,06pp	+9,62pp	+10,11pp	+10,54pp	+10,92pp	+11,25pp	+11,53pp	+11,78pp	+12,00pp	+12,19pp	+12,36pp	+12,51pp
+5,47pp	+6,50pp	+7,40pp	+8,19pp	+8,87pp	+9,47pp	+9,99pp	+10,44pp	+10,84pp	+11,18pp	+11,48pp	+11,74pp	+11,97pp	+12,17pp	+12,34pp	+12,50pp	+12,63pp
+6,14pp	+7,10pp	+7,94pp	+8,67pp	+9,30pp	+9,85pp	+10,33pp	+10,75pp	+11,11pp	+11,43pp	+11,70pp	+11,94pp	+12,14pp	+12,32pp	+12,48pp	+12,62pp	+12,73pp
+6,77pp	+7,66pp	+8,44pp	+9,12pp	+9,70pp	+10,21pp	+10,65pp	+11,03pp	+11,36pp	+11,65pp	+11,90pp	+12,11pp	+12,30pp	+12,46pp	+12,60pp	+12,72pp	+12,83pp
+7,36pp	+8,19pp	+8,91pp	+9,53pp	+10,07pp	+10,54pp	+10,94pp	+11,29pp	+11,59pp	+11,85pp	+12,07pp	+12,27pp	+12,44pp	+12,58pp	+12,71pp	+12,82pp	+12,91pp
+7,92pp	+8,68pp	+9,35pp	+9,92pp	+10,41pp	+10,84pp	+11,21pp	+11,52pp	+11,80pp	+12,03pp	+12,24pp	+12,41pp	+12,56pp	+12,70pp	+12,81pp	+12,91pp	+12,99pp
+8,44pp	+9,14pp	+9,75pp	+10,28pp	+10,73pp	+11,12pp	+11,45pp	+11,74pp	+11,99pp	+12,20pp	+12,39pp	+12,54pp	+12,68pp	+12,80pp	+12,90pp	+12,98pp	+13,06pp
+8,93pp	+9,58pp	+10,13pp	+10,61pp	+11,02pp	+11,38pp	+11,68pp	+11,94pp	+12,16pp	+12,35pp	+12,52pp	+12,66pp	+12,78pp	+12,89pp	+12,98pp	+13,05pp	+13,12pp
+9,39pp	+9,98pp	+10,49pp	+10,92pp	+11,30pp	+11,61pp	+11,89pp	+12,12pp	+12,32pp	+12,49pp	+12,64pp	+12,77pp	+12,88pp	+12,97pp	+13,05pp	+13,11pp	+13,17pp
+9,82pp	+10,36pp	+10,82pp	+11,21pp	+11,55pp	+11,83pp	+12,08pp	+12,29pp	+12,47pp	+12,62pp	+12,75pp	+12,86pp	+12,96pp	+13,04pp	+13,11pp	+13,17pp	+13,22pp
+10,22pp	+10,71pp	+11,12pp	+11,48pp	+11,78pp	+12,04pp	+12,26pp	+12,44pp	+12,60pp	+12,74pp	+12,85pp	+12,95pp	+13,04pp	+13,11pp	+13,17pp	+13,22pp	+13,26pp
+10,59pp	+11,03pp	+11,41pp	+11,72pp	+11,99pp	+12,22pp	+12,42pp	+12,58pp	+12,72pp	+12,84pp	+12,94pp	+13,03pp	+13,10pp	+13,17pp	+13,22pp	+13,26pp	+13,30pp
+10,95pp	+11,34pp	+11,67pp	+11,95pp	+12,19pp	+12,39pp	+12,56pp	+12,71pp	+12,83pp	+12,94pp	+13,03pp	+13,10pp	+13,16pp	+13,22pp	+13,26pp	+13,30pp	+13,34pp
+11,28pp	+11,62pp	+11,91pp	+12,16pp	+12,37pp	+12,55pp	+12,70pp	+12,82pp	+12,93pp	+13,02pp	+13,10pp	+13,17pp	+13,22pp	+13,27pp	+13,31pp	+13,34pp	+13,37pp
+11,58pp	+11,89pp	+12,14pp	+12,36pp	+12,54pp	+12,69pp	+12,82pp	+12,93pp	+13,02pp	+13,10pp	+13,17pp	+13,22pp	+13,27pp	+13,31pp	+13,34pp	+13,37pp	+13,39pp
+11,87pp	+12,13pp	+12,35pp	+12,54pp	+12,69pp	+12,82pp	+12,93pp	+13,03pp	+13,10pp	+13,17pp	+13,23pp	+13,27pp	+13,31pp	+13,34pp	+13,37pp	+13,40pp	+13,41pp
+12,14pp	+12,36pp	+12,55pp	+12,70pp	+12,83pp	+12,94pp	+13,04pp	+13,11pp	+13,18pp	+13,23pp	+13,28pp	+13,32pp	+13,35pp	+13,38pp	+13,40pp	+13,42pp	+13,43pp
+12,39pp	+12,57pp	+12,72pp	+12,85pp	+12,96pp	+13,05pp	+13,13pp	+13,19pp	+13,25pp	+13,29pp	+13,33pp	+13,36pp	+13,38pp	+13,41pp	+13,42pp	+13,44pp	+13,45pp
+12,62pp	+12,77pp	+12,89pp	+12,99pp	+13,08pp	+13,15pp	+13,21pp	+13,26pp	+13,31pp	+13,34pp	+13,37pp	+13,39pp	+13,42pp	+13,43pp	+13,45pp	+13,46pp	+13,47pp
+12,83pp	+12,95pp	+13,04pp	+13,12pp	+13,19pp	+13,24pp	+13,29pp	+13,33pp	+13,36pp	+13,39pp	+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,47pp	+13,47pp	+13,48pp
+13,03pp	+13,11pp	+13,18pp	+13,24pp	+13,29pp	+13,33pp	+13,36pp	+13,39pp	+13,41pp	+13,43pp	+13,44pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp
+13,22pp	+13,27pp	+13,31pp	+13,35pp	+13,38pp	+13,40pp	+13,42pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp

Produção Média dos Poços Produtores (bbld)																
16.500	17.000	17.500	18.000	18.500	19.000	19.500	20.000	20.500	21.000	21.500	22.000	22.500	23.000	23.500	24.000	24.500
17.000	17.500	18.000	18.500	19.000	19.500	20.000	20.500	21.000	21.500	22.000	22.500	23.000	23.500	24.000	24.500	25.000
+5,76pp	+6,41pp	+7,01pp	+7,55pp	+8,05pp	+8,51pp	+8,93pp	+9,31pp	+9,67pp	+9,99pp	+10,28pp	+10,56pp	+10,80pp	+11,03pp	+11,24pp	+11,43pp	+11,61pp
+6,54pp	+7,15pp	+7,69pp	+8,20pp	+8,65pp	+9,07pp	+9,45pp	+9,80pp	+10,12pp	+10,42pp	+10,68pp	+10,93pp	+11,15pp	+11,35pp	+11,54pp	+11,71pp	+11,87pp
+7,25pp	+7,81pp	+8,31pp	+8,77pp	+9,19pp	+9,57pp	+9,92pp	+10,24pp	+10,53pp	+10,79pp	+11,03pp	+11,25pp	+11,45pp	+11,64pp	+11,80pp	+11,95pp	+12,09pp
+7,90pp	+8,41pp	+8,87pp	+9,29pp	+9,67pp	+10,02pp	+10,34pp	+10,63pp	+10,89pp	+11,13pp	+11,34pp	+11,54pp	+11,72pp	+11,88pp	+12,03pp	+12,17pp	+12,29pp
+8,47pp	+8,94pp	+9,37pp	+9,75pp	+10,10pp	+10,42pp	+10,71pp	+10,97pp	+11,21pp	+11,42pp	+11,62pp	+11,79pp	+11,95pp	+12,10pp	+12,23pp	+12,35pp	+12,46pp
+9,00pp	+9,43pp	+9,82pp	+10,17pp	+10,49pp	+10,78pp	+11,04pp	+11,27pp	+11,49pp	+11,68pp	+11,86pp	+12,01pp	+12,16pp	+12,29pp	+12,40pp	+12,51pp	+12,61pp
+9,47pp	+9,86pp	+10,22pp	+10,54pp	+10,83pp	+11,09pp	+11,33pp	+11,54pp	+11,73pp	+11,91pp	+12,07pp	+12,21pp	+12,33pp	+12,45pp	+12,55pp	+12,65pp	+12,73pp
+9,89pp	+10,25pp	+10,58pp	+10,87pp	+11,14pp	+11,37pp	+11,59pp	+11,78pp	+11,95pp	+12,11pp	+12,25pp	+12,38pp	+12,49pp	+12,59pp	+12,69pp	+12,77pp	+12,84pp
+10,28pp	+10,61pp	+10,90pp	+11,17pp	+11,41pp	+11,62pp	+11,82pp	+11,99pp	+12,15pp	+12,29pp	+12,41pp	+12,52pp	+12,63pp	+12,72pp	+12,80pp	+12,87pp	+12,94pp
+10,62pp	+10,92pp	+11,19pp	+11,44pp	+11,65pp	+11,85pp	+12,02pp	+12,18pp	+12,32pp	+12,44pp	+12,55pp	+12,65pp	+12,74pp	+12,83pp	+12,90pp	+12,96pp	+13,02pp
+10,93pp	+11,21pp	+11,45pp	+11,67pp	+11,87pp	+12,04pp	+12,20pp	+12,34pp	+12,47pp	+12,58pp	+12,68pp	+12,77pp	+12,85pp	+12,92pp	+12,98pp	+13,04pp	+13,09pp
+11,21pp	+11,46pp	+11,69pp	+11,88pp	+12,06pp	+12,22pp	+12,36pp	+12,49pp	+12,60pp	+12,70pp	+12,79pp	+12,87pp	+12,94pp	+13,00pp	+13,06pp	+13,11pp	+13,15pp
+11,46pp	+11,69pp	+11,89pp	+12,07pp	+12,23pp	+12,38pp	+12,50pp	+12,62pp	+12,72pp	+12,80pp	+12,88pp	+12,95pp	+13,02pp	+13,07pp	+13,12pp	+13,17pp	+13,21pp
+11,69pp	+11,90pp	+12,08pp	+12,24pp	+12,39pp	+12,51pp	+12,63pp	+12,73pp	+12,82pp	+12,90pp	+12,97pp	+13,03pp	+13,09pp	+13,13pp	+13,18pp	+13,22pp	+13,25pp
+11,89pp	+12,08pp	+12,25pp	+12,39pp	+12,52pp	+12,64pp	+12,74pp	+12,83pp	+12,91pp	+12,98pp	+13,04pp	+13,10pp	+13,15pp	+13,19pp	+13,23pp	+13,26pp	+13,29pp
+12,08pp	+12,24pp	+12,39pp	+12,53pp	+12,64pp	+12,75pp	+12,84pp	+12,92pp	+12,99pp	+13,05pp	+13,11pp	+13,15pp	+13,20pp	+13,23pp	+13,27pp	+13,30pp	+13,32pp
+12,24pp	+12,39pp	+12,53pp	+12,65pp	+12,75pp	+12,84pp	+12,92pp	+12,99pp	+13,06pp	+13,11pp	+13,16pp	+13,20pp	+13,24pp	+13,28pp	+13,30pp	+13,33pp	+13,35pp
+12,39pp	+12,52pp	+12,65pp	+12,75pp	+12,85pp	+12,93pp	+13,00pp	+13,06pp	+13,12pp	+13,17pp	+13,21pp	+13,25pp	+13,28pp	+13,31pp	+13,34pp	+13,36pp	+13,38pp
+12,52pp	+12,64pp	+12,75pp	+12,85pp	+12,93pp	+13,00pp	+13,07pp	+13,12pp	+13,17pp	+13,22pp	+13,25pp	+13,29pp	+13,31pp	+13,34pp	+13,36pp	+13,38pp	+13,40pp
+12,64pp	+12,75pp	+12,84pp	+12,93pp	+13,00pp	+13,07pp	+13,13pp	+13,18pp	+13,22pp	+13,26pp	+13,29pp	+13,32pp	+13,34pp	+13,37pp	+13,39pp	+13,40pp	+13,42pp
+12,74pp	+12,84pp	+12,93pp	+13,00pp	+13,07pp	+13,13pp	+13,18pp	+13,22pp	+13,26pp	+13,29pp	+13,32pp	+13,35pp	+13,37pp	+13,39pp	+13,41pp	+13,42pp	+13,43pp
+12,84pp	+12,93pp	+13,00pp	+13,07pp	+13,13pp	+13,18pp	+13,22pp	+13,26pp	+13,30pp	+13,33pp	+13,35pp	+13,37pp	+13,39pp	+13,41pp	+13,42pp	+13,44pp	+13,45pp
+12,92pp	+13,00pp	+13,07pp	+13,13pp	+13,18pp	+13,23pp	+13,26pp	+13,30pp	+13,33pp	+13,35pp	+13,37pp	+13,39pp	+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp
+13,00pp	+13,07pp	+13,13pp	+13,18pp	+13,23pp	+13,27pp	+13,30pp	+13,33pp	+13,35pp	+13,38pp	+13,40pp	+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp
+13,06pp	+13,13pp	+13,18pp	+13,23pp	+13,27pp	+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp
+13,12pp	+13,18pp	+13,23pp	+13,27pp	+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,42pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp
+13,18pp	+13,22pp	+13,27pp	+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,42pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp
+13,22pp	+13,27pp	+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,42pp	+13,43pp	+13,45pp	+13,46pp	+13,47pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,49pp
+13,26pp	+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,42pp	+13,43pp	+13,45pp	+13,46pp	+13,47pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp
+13,30pp	+13,33pp	+13,36pp	+13,38pp	+13,40pp	+13,42pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp
+13,33pp	+13,36pp	+13,39pp	+13,41pp	+13,42pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp
+13,36pp	+13,39pp	+13,41pp	+13,42pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp
+13,39pp	+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp
+13,41pp	+13,43pp	+13,44pp	+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp
+13,43pp	+13,45pp	+13,46pp	+13,47pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp
+13,45pp	+13,46pp	+13,47pp	+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp
+13,46pp	+13,47pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,52pp	+13,52pp
+13,48pp	+13,48pp	+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,52pp	+13,52pp	+13,52pp
+13,49pp	+13,49pp	+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp
+13,50pp	+13,50pp	+13,50pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp
+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,51pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp	+13,52pp

[illegible]

Notes:

⁽¹⁾ The minimum rate limit is 1% and the maximum limit is 100%. Thus, all cells for which the calculation results in a value of less 1% will be set to 1%, and all cells for which the calculation results in a value of more than 100% will be set to 100%.

⁽²⁾ The price of oil will be updated according to the index set out in the draft production sharing contracts ANNEX XXIX.

⁽³⁾ The "pp" after each number in the table is the abbreviation for percentage point.

ANNEX XXI - SIGNATORY INFORMATION

[Insert the company name of the bidder], represented by its accredited representative(s), presents the following information for signing the production sharing contract(s):

[In the case of signing the sharing agreement by an affiliate, the paragraph above must be REPLACED by the following paragraph]:

[insert the corporate name of the winning bidder] the winning bidder of the bidding, 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 sharing contract to its affiliate [insert the corporate name of the affiliate] and presents the following information for the signing of the sharing contract:

Block(s): [insert the code(s)/name(s) of the block(s) covered by the production sharing contract(s)]

Name of successful bidder: [insert name of company name of the winning bidder]

Signatory's details:

Name of the signatory of the production sharing contract(s): [insert the name of the signatory's company name]

CNPJ registration: [insert the signatory's CNPJ registration number]

Signatory's details:

Full address: [insert address]

City: [insert name of city] 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 production sharing contract(s):

Name: [insert name]

Position: [insert position (this information will be included in the production sharing contract)]

E-mail: [insert e-mail address]

Name: [insert name]

Position: [insert position (this information will be included in the production sharing contract)]

E-mail: [insert e-mail address]

[signature]

Signed by: [insert the name of the of accredited representatives of the winning bidder]

Place and date: [insert place and date]

**ANNEX XXII - MODEL LETTER OF CREDIT FOR COMPLIANCE WITH THE
MINIMUM EXPLORATORY PROGRAM**

PART 1 - NATIONAL LETTER OF CREDIT TEMPLATE

IRREVOCABLE LETTER OF CREDIT GUARANTEE

ISSUED BY [Insert Bank Name]

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 of Petroleum, Natural Gas and Biofuels - ANP

Avenida Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Dear Sirs,

1. [Insert the name of the Bank], incorporated in accordance with 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 Autarchy that is part of the Indirect Federal Administration of the Government of Brazil.

Federative Republic of Brazil, Irrevocable Letter of Credit No.

[insert the number of the Letter of Credit], through which the LENDER authorizes ANP to draw, in a single drawing, the Nominal Value of R\$ [insert the Nominal Value] ([insert the nominal value in full] reais), corrected by the IGP-DI under the terms of Clause Eleven of the Production Sharing Contract, upon presentation of a *Payment Order* and a *Drawing Proof*, as 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 below).

- 1.1. [The nominal value of this guarantee will be automatically updated by the variation of the IGP-DI, from the date of its issue to the date of actual payment, in any of the cases of execution of this guarantee provided for in the Production Sharing contract]. **(SUGGESTED CLAUSE IF THE CONTRACTED PARTY OPTS TO THE FORM OF AUTOMATIC UPDATING, PROVIDED FOR IN THE FIRST CLAUSE THE PRODUCTION SHARING CONTRACT).**

2. This Letter of Credit was drawn up in accordance with Production Sharing Agreement no. [insert the number of the Production Sharing Contract], relating to the block(s) [insert the code(s)/name(s) of the block(s)/field(s) which are the object of the Production Sharing Contract], entered into on [insert the date, in day/month/year format] between the Federal Government, ANP, PPSA and the contractor(s) [insert the corporate name(s) of the signatory(ies)], incorporated under the laws of the Federative Republic of Brazil. Capitalized terms (including attached documents) not defined herein shall have the respective meanings defined in the Contract.

3. The Nominal Value of the Letter of Credit will initially be R\$ [insert Nominal Value] ([insert nominal value in full] reais)

4. The Nominal Amount of the Letter of Credit shall be adjusted by the IGP-DI, pursuant to Clause Eleven of the Production Sharing Contract, 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, from [insert date in day/month/year format] to [insert date in day/month/year format] (the Withdrawal Period). Banking Day" means 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, regulation or decree to close.

5. A withdrawal may only be made upon presentation by ANP to the ISSUER a *Payment Order*, in accordance with Document II (Model of Payment Order) attached hereto, and of a *Proof of Withdrawal*, executed by ANP, in accordance with Document III (Model of Proof of Withdrawal). The presentation of the *Payment Order* and the *Proof of Drawing* shall be made at the establishment of the ISSUER, in the city of Rio de Janeiro, located at [insert the Issuer's address], or at another address in this city designated by the ISSUER to ANP in a communication 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 Clause Eleven of the Production Sharing Contract, according to the procedure established in the *Drawing Proof*. The ISSUER must make the payment within 3 (three) banking days immediately following the submission of the request.

7. This Letter of Credit shall expire on the occurrence of the first of the following events: (i) [insert date in day/month/year format, after 180 days from the last day of the Exploration Phase]; (ii) the date on which ANP submits to the LENDER a proof executed by ANP in accordance with Document III (Proof of Completion Model); and (iii) the irrevocable payment by the ISSUER to ANP as defined in Clause 6 of this Letter of Credit of the Nominal Value, adjusted by the IGP-DI pursuant to Clause Eleven of the Production Sharing Contract, by means of an appropriate drawing. However, any drawing properly made before the expiry of this Letter of Credit shall be honored by the ISSUER. In the event that the establishment designated by the ISSUER 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 of 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.

9. 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 delivered by personal messenger or *courier*, registered mail, email or fax, and forwarded to the following addresses:

(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:

Superintendence of Exploration - SEP

Av. Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ - Brazil

Email:

Fax (21) 2112-8129 and (21) 2112-8139

10. The addresses and fax numbers for forwarding information regarding this Letter of Credit may be changed by the ISSUER or by ANP, upon

notice given to 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 Clause Thirtieth of the Production Sharing Contract, as well as, at the discretion of the ISSUER, when ANP approves the extension or suspension of the schedule of the Minimum Exploratory Program, provided for in Clauses Tenth and Eleventh of the Production Sharing Contract.

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 whatsoever against ANP that would prevent its full and complete enforcement.

Sincerely,

[Insert Bank name]

[signature]

Name: *[insert the name of the person responsible for the issue]*

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].

PAYMENT ORDER

Letter of Credit n.º *[insert Letter of Credit number]*

Rio de Janeiro - RJ

Withdrawal Date: *[insert date in day/month/year format]*

At a glance

Pay to the order of the National Agency of Petroleum, Natural Gas and Biofuels (ANP), the amount of R\$ *[insert amount]* (*[insert amount in full]* reais).

Drawing against Irrevocable Letter of Credit No. *[insert number of Letter of Credit]* issued by *[insert name of Bank]*.

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 the name of the person responsible for the issue]*

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].

PROOF OF WITHDRAWAL

This refers to the Irrevocable Letter of Credit in Guarantee no. ^{the} *[insert the number of the Letter of Credit]*, dated *[insert the date, in the format day/month/year]*, issued by *[insert the corporate name of the Issuer]* in favor of the National Agency Petroleum, Natural Gas and Biofuels (ANP).

(the undersigned, duly authorized to sign this document on behalf of ANP, hereby certifies that the Exploration Phase was concluded on XX/XX/XXXX¹⁰, without compliance with the Minimum Exploration Program).

Payment of the updated Nominal Value in Reais (R\$) contained in the Letter of Credit n.º *[insert Letter of Credit number]* must be paid by the ISSUER into the following account:

[ANP will provide the procedures for payment].

⁹ Insert the last day of the Exploration Phase for which the Letter of Credit was issued. The Face Amount in USD (US\$) is equivalent to the Face Amount in Reais (R\$) converted at the rate indicated in item 10.14 of the Tender Protocol for the Open Acreage Production Sharing Modality..

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 the name of the person responsible for the issue]*

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].

PROOF OF COMPLETION

This refers to the Irrevocable Letter of Credit in Guarantee no. ^{the} *[insert the number of the Letter of Credit]*, dated *[insert the date, in the format day/month/year]*, issued by *[insert the corporate name of the Issuer]* in favor of the National Agency Petroleum, Natural Gas and Biofuels (ANP).

The undersigned, duly authorized to sign this voucher 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 - PEM, has been complied with by the Contractor(s), or the Letter of Credit has been duly replaced by another guarantee instrument accepted by ANP; and
- (ii) The Letter of Credit expires on the date 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 the name of the person responsible for the issue]*

Position: *[insert the position of the person responsible for the issue]*

**ANNEX XXII - MODEL LETTER OF CREDIT FOR COMPLIANCE WITH THE
MINIMUM EXPLORATORY PROGRAM**

**PART 2 – FORM OF STANDBY LETTER OF CREDIT FOR COMPLIANCE WITH THE
MINIMUM EXPLORATION PROGRAM (PEM)**

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]*)¹

Face Amount in Reais: *[insert amount in writing]* (R\$*[insert par value]*)

Beneficiary:

National Agency of Petroleum, Natural Gas and Biofuels – ANP

Av. Rio Branco, 65 – 19th floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

Dear Sirs,

1. At the request of the contracted party(ies) *[insert the corporate name(s) of the signatory(ies)]*, the *[insert Bank name]*, incorporated under the laws of *[insert country according*

¹ The Face Amount in USD (US\$) is equivalent to the Face Amount in Reais (R\$) converted at the rate indicated in the item 10.14 of the Tender Protocol for the Open Acreage Production Sharing Modality.

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 Face Amount in Reais (R\$) shall be adjusted annually by the Brazilian Price Index named IGP-DI pursuant to the Production Sharing Agreement, at the end of each year subsequent of the date of issuance of this standby letter of credit.

2.1. . (SUGGESTED SECTION IN CASE THE CONTRACTED PARTY CHOOSES THE AUTOMATIC ADJUSTMENT SET FORTH IN SECTION SIX OF THE PRODUCTION SHARING AGREEMENT OF EXPLORATION BLOCKS.

3. Within 30 (thirty) days after the end of each year subsequent of the date of issuance, at the request of the contracted party(ies) *[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\$) 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, 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 Production Sharing Agreement No. *[insert Production Sharing 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 Production Sharing Agreement]*, executed on *[insert date in the format month/day/year]* by and between ANP and the contracted party(ies) *[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 Face Amount in Reais (R\$) of the Standby Letter of Credit shall be annually adjusted by the IGP-DI pursuant to the Production Sharing 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 Production Sharing Agreement pursuant to the cycle schedule, in the format day/month/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 Production Sharing 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 – 19th floor – Centro

Zip Code: 20090-004 – Rio de Janeiro, RJ – Brazil

Email:

Facsimile: (+55 21) and 2112 8419

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 Production Sharing 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), provided for in the Production Sharing 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 Production Sharing Agreement] and shall not be deducted from any payment ISSUER makes under this Standby Letter of Credit.

Kind regards,

[Insert name of Bank]

[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 10.14 of the Tender Protocol for the Open Acreage Production Sharing 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 No. *[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 Production Sharing Agreement was terminated without compliance with the Minimum Exploration Program (PEM); (ii) the Minimum Exploration Program (PEM) was not complied with by the Contracted Party(ies) as of *[insert date in the format month/day/year]*.²

Payment of the Face Amount in USD (US\$), converted to Reais (R\$) as set forth in Section 2 of the Standby Letter of Credit No. *[insert Standby Letter of Credit number]* must be made by the ISSUER to the following account:

[ANP shall provide for the payment procedures.]

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]*

²Enter the last day of the Exploration Phase for which the Standby Letter of Credit was issued.

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 No. *[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) was paid by the Party(ies) 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 XXIII - GUARANTEE INSURANCE MODEL FOR COMPLIANCE WITH THE MINIMUM EXPLORATORY PROGRAM

GUARANTEE INSURANCE POLICY

Guarantee Insurance Policy No. [insert Guarantee Insurance Policy number]
Issue Date: [insert Guarantee Insurance Policy issue date] **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 e-mail 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 e-mail 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 e-mail address]

Data of the Insured (INSURED)

For exploration blocks

National Agency of Petroleum, Natural Gas and Biofuels - ANP CNPJ No.

02.313.673/0002-08

Superintendence of Exploration – 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 of Petroleum, Natural Gas and Biofuels – ANP

CNPJ No. 02.313.673/0002-08

Superintendence of Development and Production - SDP

Avenida Rio Branco, 65 - 19º andar - Centro.

CEP 20090-004 - Rio de Janeiro, RJ - Brazil.

Email: [insert e-mail address]

MAIN OBJECT

Main Object Data - Agreement for Exploration or Rehabilitation and Production of Oil and Natural Gas (CONTRACT).

Agreement number: [insert Agreement number] / [insert year]

Bidding Round: [insert the Bidding Round to which the Agreement relates] Block: [insert the name of the Block / Area / Field to which the Agreement relates]

Date of Agreement Signature: [insert date of Agreement Signature¹⁰] Consortium: [insert names of all Consortium Members, if any]

¹⁰ In the case of guarantees presented for CONTRACTS that have not yet been signed, insert "to be signed by [Agreement Signing Deadline, according to cycle schedule]".

GUARANTEED AMOUNT AND POLICY TERM

Guaranteed Value / Insured Amount: R\$ [insert the Nominal Value of the Policy] ([insert the amount in full] reais)

Start of validity: [insert date¹¹, 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 CONTRACT, relating to compliance with the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI).

Indemnity Guarantee, in the amount established in the Policy, taking into account reductions in the guaranteed amount, for the UNDERWRITER's failure to comply with its obligation to fully execute, during the Exploration Phase or the Rehabilitation Phase, the Minimum Exploration Program (PEM) or the Initial Work Program (PTI), as defined in the Annex called Minimum Exploration Program or Initial Work Program of the CONTRACT, and for which it must spend the necessary amounts, in compliance with the provisions of AGREEMENT No. [insert agreement 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 CONTRACT.

The Premium for this Policy is R\$ [insert Nominal Value] ([insert amount in full] reais).

The following documents, which we hereby ratify, form an integral and inseparable part of the Policy:

- I. Document I - Contractual Conditions;

¹¹ In the case of guarantees presented for CONTRACTS that have not yet been signed, insert "[first working day of the month in which the Agreement is to be signed, according to the cycle schedule]".

- II. Document II - Model Notice of Default and Request for Compensation;
- III. Document III - Proof of Completion Model;
- IV. Tender protocol of the Open Acreage of Production Sharing; and
- V. Agreement of Production Sharing of Oil and Natural Gas No. [insert agreement number] (CONTRACT).

This Policy has reinsurance cover provided by [insert name of Reinsurer], through reinsurance agreement 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 OF OIL, NATURAL GAS AND BIOFUELS (ANP).

[insert place (city) of signature], [insert date of issue].

[insert insurance company name]

_____(SIGNATURE)_____

Name: [insert name of issuing officer] Position: [insert position of issuing officer]

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 CONTRACT, 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 with regard to the payment of taxes, labor obligations of any nature, social security, 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 one or more of the following hypotheses:

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 - Unlawful intentional acts or acts of gross negligence 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 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: a 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 UNDERWRITER arising from the obligations covered by the insurance.

4.4. Maximum Guarantee Limit (MCL): 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 UNDERWRITER 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 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 CONTRACT.

5.2.1 The monetary value of the PEM or PTI commitment, guaranteed by this Policy, will be automatically updated by the variation of the IGP-DI, 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 CONTRACT.

(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 Bidding Notice and the CONTRACT. This validity period can only be altered upon approval by ANP of the extension or suspension of the Exploration Phase or Rehabilitation Phase schedule provided for in the CONTRACT.

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 they are requested and accepted by the INSURER, through the issue of an Endorsement or new Policy.

6.4. Term renewals are not presumed, and shall be preceded by written notice from the INSURER to the INSURED and the TAKER, up to 90

(ninety) days from the date of expiry of the Policy in force, declaring whether is interested in maintaining the guarantee.

6.5. The value of this Policy may be reduced, as provided for in the CONTRACT, by the approval by ANP of the Assignment of Rights and Obligations of the CONTRACT.

6.6. It is understood and agreed that any updates to 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 a Surety Bond Reinforcement Endorsement, 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 for fulfilling the Minimum Exploratory Program (PEM) or the Initial Work Program (PTI) guaranteed by this Policy.

6.8. If the Policy is valid for less than the duration of the CONTRACT, 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 notified immediately by the INSURED, clearly indicating the items not complied with and giving the TAKER time to settle the default, sending a copy of the notification to the INSURANCE COMPANY in order to communicate and register 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 must be submitted 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) Copy of the administrative process that documented the TAKER's default;
- c) Copies of minutes, notices, counter-notices, documents, correspondence, including e-mails, 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 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 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 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 to be 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 (PEM) or the Initial Work Program (PTI) not carried out are defined in the Annex to the CONTRACT.

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. The increase determined by updates to the Insured Amount carried out in accordance with these Contractual Conditions, as well as any fines related to non-compliance with exploratory or rehabilitation commitments, shall also be considered a Guaranteed Obligation. 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 breach of agreement is immediately effective and constitutes sufficient cause for the enforcement 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 CONTRACT, 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 due and/or fines caused by the TAKER's default, covered by the Policy.

8.2. The deadline for fulfilling the obligation

8.2.1. The indemnity must be paid 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 the day 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 period of 30 (thirty) days shall be suspended, and shall start counting again from the first working day following the revocation of the decision.

9. Updating Compensation 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 will be the Broad National Consumer Price Index of the Brazilian Institute of Geography and Statistics (IPCA/IBGE) or the index that replaces it, and will be calculated based on the positive variation between the last index published before the date of the payment obligation and the one published immediately prior to the date of its effective settlement.

9.3. Interest on arrears, counted from the first day following the end of the period set for payment of the obligation, will 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 independently of any judicial or extrajudicial interpellation, in a single lump sum, together with the other amounts due under the contract.

10. Extinguishing the Guarantee

10.1. The guarantee insurance will 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 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 subrogate to the INSURED's rights and privileges against the TAKER, or against third parties whose acts or facts have given rise to 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. It is forbidden to use more than one Guarantee Insurance in the same form to cover the object of this contract, 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 shall be borne entirely by the INSURER.

15.4 This insurance is taken out on an absolute first risk basis, accordance with article 13 of SUSEP Circular 662/2022.

15.5. It is understood that it is not up to the INSURED to keep the INSURANCE COMPANY informed of any changes in the TAKER's technical and economic conditions. This 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 consult the registration status of the BROKER and the INSURER on the website www.susep.gov.br.

15.9. The registration of this plan with SUSEP does not imply, on the part of the Autarchy, any incentive or recommendation to sell it.

15.10. Seven (7) working days after this document is issued, it can be checked whether the Policy and/or Endorsement has been correctly registered on the SUSEP website www.susep.gov.br.

16. Notifications

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 acknowledgment of, 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]

_____(SIGNATURE)_____

Name: [insert name of issuing officer] Position: [insert
position of issuing officer]

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]) Cash

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 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] Position:

[insert]

To: [insert name of insurer] [insert address of insurer]

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 above-mentioned Policy have ended.

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].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert]

Position: [insert]

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 is left to the discretion of each Insurer]

ANNEX XXIV - MODEL PLEDGE AGREEMENT

MODEL OIL AND NATURAL GAS PLEDGE AGREEMENT (BOE) AND OTHER AGREEMENTS

[insert the corporate name of the bidder], legally represented by its partner(s) [insert the name(s) of the partner(s)], registered with CNPJ/MF under No. [insert the CNPJ registration number], with address at [insert the full address] (called PIGNORATY DEBTOR or [insert the corporate name of the bidder]).

E

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS (ANP), a special authority linked to the Ministry of Mines and Energy, created by Law No. 9,478, of August 6, 1997, with headquarters at SGAN Quadra 603, Módulo I, 3º andar, in the city of Brasília, Federal District and Central Office located at Avenida Rio Branco nº 65, 12º ao 22º andares, in the city of Rio de Janeiro, RJ, registered with the CNPJ/MF under no.No. 02.313.673/0002-08, duly represented by its General Director, Mr. [insert the name of the General Director of ANP], pursuant to art. 11, II, of its Internal Regulations, approved by ANP Ordinance No. 69, of April 6, 2011, and within the scope of the competence provided for in art. 11, IV, of the same Internal Regulations (called PIGNORATY CREDITOR or ANP).

Whereas:

- a) Under the terms of articles 15 to 18 of Law No. 12,351/10, [insert the company name of the bidder] took part in the bidding process for the award of Production Sharing Contracts, and was approved as the winner, according to the publication in the Diário Oficial da União of *[insert the date, in day/month/year format]*, section *[insert the number]*, page(s) *[insert the page number(s)]*, of the Blocks called *[insert the code(s)/name(s) of the block(s)]*;

- b) Pursuant to article 26, caput, of Law No. 9,478/97, [insert bidder's corporate name] owns the Oil and Natural Gas (BOE) extracted from the Field(s) listed in Annex I;
- c) The [insert the bidder's corporate name] has acquired Contractor rights in the Open Acreage of Production Sharing and that the Minimum Exploratory Program(s) referring to the respective Block(s) of the Agreement must be guaranteed, in accordance with 2.5 of the Open Acreage of Production Sharing, the sum of which for the commitments relating to the Minimum Exploratory Program(s) is 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 in figures] ([insert monetary value in words] 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) established in the Production Sharing Contract(s) listed in Annex II of this Oil and Natural Gas (BOE) Pledge Agreement, acquired on the occasion of ANP's Open Acreage of Production Sharing, 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 the Minimum Exploratory Program(s) guaranteed have been fully complied with.

CLAUSE TWO - FORMALIZATION OF THE PLEDGE

- 2.1 The [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 Production Sharing Contract(s) listed in Annex II, in relation to the Minimum Exploratory Program(s) contained therein, the Petroleum extracted from the field(s), from the Measuring Point, as defined in said Concession or Production Sharing Agreement(s), from the Field(s) in Production Phase listed in Annex I to this Oil and Natural Gas Pledge Agreement (BOE), in an amount equivalent to [insert "part" or "total", as the case may be] of the amount committed in the Minimum Exploratory Program(s) as listed in Annex II to this Agreement.
- 2.2 The [insert bidder's corporate name] shall confirm, by means of Monthly Measurement Bulletins and the Special Participation Calculation Statement (DAPE), the Production of Oil and Natural Gas (BOE) from the fields mentioned in Annex I, so as to always maintain the quantity necessary to fully satisfy the obligations assumed in this Agreement in relation to the Minimum Exploratory Program(s), in the amount defined in Clause 9.1.
- 2.3 The [insert the company name of the 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, or whenever requested by ANP.

CLAUSE THREE - ANNEX I OIL CALCULATION FORMULA

- 3.1 The total value of the pledge in Oil for each year will be calculated according to the following formula:

$$\text{Total Amount Committed} = \sum c (Production \times) \alpha_c \times PBrent \times \text{Exchange Rate} \times T$$

Where:

$\sum c$ = sum of the values for each field offered as a guarantee;

Production = total expected daily production from the committed field, taking into account the percentage of the concession or grant owned by [insert bidder's company name];

α_c = multiplier that represents the quality differential between Brent-type oil and the current oil from the field offered as a guarantee, calculated by ANP for the purposes of paying government participations according to the calculation memory of 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 term, in days, for agreement execution, 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 the Applicable Legislation.

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: total amount of the Oil and Natural Gas (BOE) pledge for each year, as determined in Clause 3.1. It must, at the time of signing the Contract, be greater than or equal to the Required Guarantee.
- (b) REQUIRED GUARANTEE: minimum amount that the Contractor must pledge to ANP to guarantee the settlement of the obligations arising from the equivalent of __% of the PEM of the Blocks listed in Annex II hereto, which shall be adjusted by the IGP-DI under the terms of Clause Eleven of the Production Sharing Contract.
- (c) EFFECTIVE GUARANTEE (GE): the market value of the total effective production of the fields pledged to guarantee the settlement of the obligations arising from the EMP, calculated using the following formula:

$$GE = Q_E \times \alpha_c \times PBrent \times \text{Exchange Rate} \times T, \text{ where:}$$

Q_E = average actual production of the field in the month prior to the measurement;

α_c = multiplier that represents the quality differential between Brent-type oil and the current oil from the field offered as a guarantee, calculated by ANP for the purposes of paying government participations according to the calculation memory of the minimum oil prices for the purposes of paying government participations;

$PBrent$ = Reference Price, in US\$/bbl, corresponding to the monthly average value 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 = exchange rate in force (PTAX purchase) on the business day prior to the measurement; and

T= maximum term, in days, for agreement execution, in accordance with Clause 4.2.

- (d) **CALLED GUARANTEE MARGIN:** negative difference between the effective guarantee and the required guarantee, i.e. it is the additional amount that the Contractor must pledge to ANP in order to meet the margin requirement, if the variation in the parameters adopted at the time of signing the Agreement 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 prior to the date of signing the Agreement is positive will be accepted for the purposes of calculating the Total Committed Value.

3.4.1 For the purposes of this Clause, Net Operating Revenue Adjusted to the Calculation Basis shall be considered, 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. 12/2014.

CLAUSE FOUR - TRADITION AND DEPOSIT

4.1 Under the terms of Article 1.431, Sole Paragraph, of the Brazilian Civil Code, the pledged Oil remains in the possession of the debtor, the [insert the corporate name of the bidder], 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. The [insert corporate name of bidder] shall be responsible for ensuring the proper maintenance of the Field(s) whose production of Oil and Natural Gas is hereby offered as collateral, with a view to maintaining the production levels presented for measurement of the object hereof.

4.2 As custodian of fungible goods, [insert bidder's corporate name] undertakes to deliver, when demanded by ANP, goods in the quantity and

quality equal to that of the pledged assets, in order to ensure the execution of the pledged guarantee, in the amount set out in Clause 9.1, within a maximum period of 180 (one hundred and eighty) days, as from the occurrence of default, under the terms of the Production Sharing Contract(s) described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE).

CLAUSE FIVE - REGISTRATION

- 5.1 Immediately after signing this Agreement, [insert bidder's corporate name] shall register it with the Real Estate Registry Office of the district where the Field(s) listed in Annex I of this Oil and Natural Gas Pledge Agreement (BOE) are located, in accordance with article 1. 448 of the Brazilian Civil Code.448 of the Brazilian Civil Code, registering it, if necessary, with the Board of Trade of [insert the name of the State of the Federation], with [insert the corporate name of the bidder] being responsible for all procedures and costs.

CLAUSE SIX - DECLARATIONS AND GUARANTEES

- 6.1 The [insert the company name of the bidder] declares and guarantees to the PIGNORATY CREDITOR that:
- a) has full power, authority and capacity to enter into this Agreement and to perform its obligations hereunder, having 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 execution of this Agreement does not and shall not constitute a breach of its [insert "Bylaws" or "Articles Incorporation", as the case may be] or of any

other corporate documents, or other contracts or obligations entered into with 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 thereto; (ii) the validity or enforceability of this Agreement;
- e) there is no litigation, investigation or proceeding before any judicial or arbitration court, or administrative body, that assumes relevant proportions over the assets and rights related to this Contract;
- 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/or Natural Gas Sales Agreement (BOE) with [insert the corporate name of the other legal entity], and that there is no penalty established therein if it fails to deliver to the buyer the portion of its Production necessary to honor the commitment set forth 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, for a maximum period of 180 (one hundred and eighty)

days, in the event of default under the terms of the Production Sharing Contracts described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE);

- k) undertakes, whenever there is a negative difference between the actual guarantee and the required guarantee 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 Pledge Agreement, to send ANP the Statement of Calculation of Special Participation (DAPE) for the fields listed in Annex I, in accordance with articles 25 and 26 of Decree No. 2.705/1998, ANP Ordinance No. 58/2001 and ANP Resolution No. 12/2014.

6.2 ANP declares to the PIGNORATY 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 now entered into under the terms of article 1.436 of the Civil Code;
- b) may check the total amount of the Effective Guarantee, in accordance with the Applicable Legislation, as provided for in Clause Three;
- 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 in Clause 9.1;
- 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.

6.3 Mutual declarations:

- a) the PARTIES declare that this Agreement shall be signed prior to the signing of the Production Sharing Agreement(s) described in Annex II of this Oil and Natural Gas Pledge Agreement (BOE), whose Minimum Exploratory Program(s) are guaranteed herein, which shall take place until the date of [insert the date of signing of the Production Sharing Agreement, in day/month/year format], as provided for in the tender protocol of the Open Acreage of Production Sharing;
- b) ANP consents to [insert the corporate name of the bidder] continuing to comply 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 Production Sharing Contracts 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 [insert the bidder's corporate name] in the aforementioned Minimum Exploratory Program(s), which may not be retained under any other title, 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 under the terms of Clause Eleven of the Production Sharing Contract, and adjusted by the SELIC rate from the moment the debtor defaults.

7.2 For the purposes of the provisions of sub-clause 7.1, [insert the corporate name of the bidder], at its own risk, is hereby duly authorized, on behalf of ANP, to carry out 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 ANP may, alternatively, ask the company to hand over the pledged 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 pledged Oil and Natural Gas (BOE), in a quantity sufficient to cover the amount corresponding to the default.

7.3 In addition to the rights listed in the relevant legislation, and the provisions set out in Clauses Three and Six of this Contract, ANP may demand that the guarantee be reinforced if the goods deteriorate or perish through no fault of [insert the bidder's company name]; obtain compensation for any damages that may be incurred; have preference in receiving the amount assigned, if there is an authorized Assignment of rights.

7.4 Should ANP have to resort to legal means to enforce the guarantee hereby constituted and consequently receive its credit, the [insert the bidder's corporate name] will be obliged to pay, in addition to the principal, interest and penalties provided for in the contract, court costs, procedural expenses and attorney's fees already fixed at 20% (twenty percent) of the amount of the enforcement.

CLAUSE EIGHT - AMENDMENTS AND NOTIFICATIONS

8.1 Any and all amendments to the provisions of this Oil and Natural Gas Pledge Agreement (BOE) shall only be valid 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:

(i) If for [insert name of bidder]

[insert address of bidder]

ZIP code [insert the ZIP code] - [insert the name of the city], [insert the abbreviation of the Federation Unit]

Fax ([insert area code number]) [insert telephone number]

(ii) If for ANP

Superintendence of Exploration - SEP

Av. Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ – Brazil

Fax (21) 2112-8129 and (21) 2112-8139

CLAUSE NINE - TOTAL DEBT

9.1 The total Guarantee Required, on the date this Agreement is signed, R\$ [insert monetary value in figures] ([insert monetary value in full] reais), and will be adjusted by the IGP-DI under the terms of Clause Eleven of the Production Sharing Contract. It may be reduced to the extent that the commitments relating to the Minimum Exploratory Program(s) contained in the Production Sharing Contract(s) of [insert bidder's corporate name], listed in Annex II, are fulfilled, by means of an addendum to this Oil and Natural Gas Pledge Agreement (BOE).

9.2 If ANP finds that [insert bidder's corporate name] has failed to comply with the Production Sharing Contract(s) described in Annex II hereto

Contract, in relation to the Minimum Exploratory Program(s), the debt shall be considered due and this Guarantee shall be executed in accordance with the provisions of Clause Seven hereof.

- 9.3 This pledge is extinguished in accordance with article 1.436 of the current Brazilian Civil Code.

TENTH CLAUSE - JURISDICTION AND APPLICABLE LAW

- 10.1 The PARTIES elect the Federal Court - Judiciary Section of Rio de Janeiro as the competent court 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] [insert year].

[signature]

[insert the name of the Legal Representative of the
bidder] [insert the company name of the bidder]

RODOLFO HENRIQUE DE SABOIA

DIRECTOR-GENERAL OF ANP

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS

AND BIOFUELS - ANP

Witnesses:

Name:

Identity:

CPF:

Name: ID: CPF:

ANNEX I - Fields Production Phase with Committed Oil Production

Table 1* - Fields with Committed Oil Production

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 to be committed.

** Total Committed Amount = $\sum_c (\text{Production} \times \text{ac} \times \text{PBrent} \times \text{Exchange Rate} \times T)$, as defined in Clause Three of this Contract.

Table 2 - Total Amount Committed - Calculation Breakdown

Field	Parameters	Year			
Field X	Production (bbl/day)				
	ac				
	PBrent (US\$ /bbl)				
	Exchange Rate				
	T= Maximum term				
	Amount Committed (R\$)				
Field Y	Production bbl/day				
	ac				
	PBrent (US\$ /bbl)				
	Exchange Rate				
	T= Maximum term				
	Amount Committed (R\$)				
**Total Amount Committed (R\$)					

Table 3 - Multiplier_{ac} - 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					
Multiplier _{ac} = 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)
Multiplier _{ac} = Average of the last 12 months						

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 - Production Sharing Contracts of the Standing Offer Production Sharing Bids
Guaranteed by this Instrument**

Table 1 - Production Sharing Contract(s) Guaranteed by this Instrument

No. Contract(s)	Process No(s)	Block(s)	Guarantee (R\$/UT)	EMP (Uts)	Warranty Financial (R\$)	Operating phase (years)

**ANNEX XXV - DECLARATION BY THE CONSORTIUM CONTRACTOR ON
FINANCIAL GUARANTEES OF THE MINIMUM EXPLORATORY PROGRAM**

The bidders [insert the bidders' corporate names], represented by their accredited representative(s), under the penalties provided for in the applicable legislation, declare that they are fully aware of: (i) the Public Notice of the Open Acreage of Production Sharing and its annexes; (ii) paragraphs 20.2 and 20.2.1 of the Production Sharing Contract; and (iii) that the obligations of the Minimum Exploratory Program - PEM are indivisible, with each Contractor being jointly and severally liable for compensation in the event of non-compliance.

[signature]

Signed by: [insert name(s) of Accredited Representative(s) of bidder]

[signature]

Signed by: [insert name(s) of Accredited Representative(s) of bidder] Place and date:
[insert place and date]

ANNEX XXVI - PERFORMANCE GUARANTEE MODEL

This Performance Guarantee refers to Production Sharing Agreement No. [insert the number of the Production Sharing Contract], relating to block [insert the name/sign of the block], entered into between the Federal Government, ANP, PPSA and [insert the corporate name of the contractor], GUARANTEED, [insert the type of company, governed by articles 1.039 to 1.092 of the Civil Code] incorporated under Brazilian law.

With reference to the obligations arising from the Contract, or related thereto, assumed by the GUARANTOR, or which may be imposed on it, [insert the name of the guarantor], GUARANTOR, a [insert the type of company, governed by articles 1.039 to 1.092 of the Civil Code] incorporated under the laws of [insert the 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 Contract.
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 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 contracts 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 Contract.
4. If the GUARANTOR fails in any respect to comply with its obligations under the Agreement or in any way violates the provisions thereof, the GUARANTOR undertakes, upon official written notice, to carry out any measure 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

for direct liability of the GUARANTOR, 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 Contract; (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. Substitution of this Performance Guarantee shall be permitted in the event of assignment of the entire undivided interest in the rights and obligations relating to the contract, provided that the assignee expressly assumes responsibility for all duties prior and subsequent to its entry into the Contract.
7. ANP shall not be obliged to resort 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 Contract, 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 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 name of the Guarantor] [insert the
address of the Guarantor]

[insert zip code]

[insert city name]

(ii) If for ANP:

In the Exploration Phase

Superintendence of Exploration - SEP

Avenida Rio Branco, 65 - 19º andar - Centro

CEP 20090-004 - Rio de Janeiro, RJ – Brazil

Fax (+55 21) 2112-8419

In the Production Phase

Development and Production Superintendence - SDP

Avenida Rio Branco, 65 - 19º andar - 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 shall be presented in [insert the number corresponding to the number of copies] ([insert the number of copies in full]) copies, any one of which shall be deemed to be the 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 Production Sharing Agreement No. [insert number of Production Sharing Contract].

([insert the corporate name of the Guarantor])

[signature]

Signed by: [insert name of representative] Position:

[insert position]

ANNEX XXVII - TERM OF COMMITMENT TO ADHERE THE PRODUCTION INDIVIDUALIZATION AGREEMENT

The [insert bidder's corporate name], represented by its accredited representative(s), declares its interest in participating in the Open Acreage of Production Sharing, the object of which is the granting of production sharing contracts for the exploration and production of oil and natural gas in Brazil and acknowledges the procedures and rules for qualification, for bidding in general and for signing production sharing contracts.

Blocks that contain reservoirs that extend into areas that are under concession contract, sharing agreement or non-contracted area, as the case may be, require the adoption of the oil and natural gas Production Individualization procedure, under the terms of the applicable legislation, especially ANP Resolution No. 867/2022, CNPE Resolution No. 08/2016 and the draft production sharing agreement attached to this tender protocol.

Insert the company name of the bidder] also declares that it undertakes, in the event that it submits a winning bid in the public bidding session of the Open Acreage of Production Sharing cycle, or is an affiliate indicated to sign the respective production sharing contract, to fully adhere, for the purposes of signing such contract, to the terms of the corresponding Production Individualization Agreement approved by ANP, if any.

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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

**ANNEX XXVIII - ADDENDUM N° [-] TO THE AGREEMENT FOR THE
INDIVIDUALIZATION OF THE PRODUCTION OF THE DEPOSIT SHARED BETWEEN
AGREEMENT NO. [INSERT IDENTIFICATION AND NUMBER OF CONCESSION OR SHARING
AGREEMENT OR UNCONTRACTED AREA]**

[IDENTIFY THE CONTRACTS AND/OR AREAS WHOSE AIPS ARE APPROVED AND IN FORCE
AND WHICH ARE THE SUBJECT OF THIS AMENDMENT]

:

as Parties,

[CONSIDER AS PARTIES THE SIGNATORIES OF THE APPROVED AND CURRENT AIP AND THE
SIGNATORIES OF THE PRODUCTION SHARING AGREEMENT THAT WILL ENTER THE AIP]

The [insert name of Contractor], a company incorporated under the laws of Brazil, with registered
office at [insert full address], registered with the National Register of Legal Entities (CNPJ/ME) under
No. [insert CNPJ registration number], hereby represented by its [insert position of signatory
representative], [insert name of signatory representative]; and

The [insert name of Contractor], a company incorporated under the laws of Brazil, with registered
office at [insert full address], registered with the National Register of Legal Entities (CNPJ/ME) under
No. [insert CNPJ registration number], hereby represented by its [insert position of signatory
representative], [insert name of signatory representative]; and

[insert other PARTIES, if any],

It is also the manager of the Production Sharing Agreement and a consenting party,

THE BRAZILIAN OIL AND NATURAL GAS ADMINISTRATION COMPANY S.A. -

PRÉ-SAL PETRÓLEO S.A. - PPSA, a public company in the form of a privately-held corporation,
created by Decree No. 8.063, of August 1, 2013, based on the legislative authorization granted by Law
No. 12,304, of August 2, 2010, with headquarters at SAUS Quadra 04, Edifício Victoria Office Tower,
sala 725, Brasília, DF, and Headquarters at Avenida Rio

Branco nº 1, 4º andar, Centro, Rio de Janeiro, RJ, enrolled in the National Register of Legal Entities (CNPJ/ME) under No. 18.738.727/0001-36, herein, as Manager of the Production Sharing Agreement and represented by its Chief Executive Officer, [insert name];

WHEREAS:

- i. that, on the date of [insert date], the [Agreement] for the Individualization of Production (hereinafter referred to as "AIP of [-]") was entered into between [insert name(s) of the Parties to the AIP] and [insert name(s) of the Parties to the AIP], in respect of the deposit shared between [insert identification and number of the concession or sharing contract] and [insert identification and number of the concession or sharing contract];

[INSERT RECITAL (ii) ONLY IF PPSA IS PART OF THE PIA],

- ii. that, on the date of [insert date], the Federal Government, represented by PPSA, and [insert name(s) of the Parties to the AIP] entered into the [Agreement] for the Individualization of Production (hereinafter referred to as the "AIP of [-]"), for the deposit shared between [insert identification and number of the concession or sharing contract] and the non-contracted area;
- iii. that the [AIP] of [-] was submitted to ANP for approval by means of a letter dated [-] and was approved by ANP Board Resolution No. [-], dated [-], with the [AIP] of [-] becoming effective on [-];
- iv. that, on [insert date of signature of the Production Sharing Contract], a Production Sharing Agreement was signed, through the Ministry of Mines and Energy, for the insert block name] block in the [insert identification] Basin (hereinafter referred to as the "Production Sharing Contract");
- v. that, under terms of Clause Five of Annex X to the Production Sharing Agreement PPSA does not have an undivided interest in the rights and obligations arising from the Production Sharing Contract; and
- vi. that, as a result of the signing of the Production Sharing Agreement and the changes it brought about in the legal relationships arising from the [AIP] of [-], it is necessary to adapt it to the new legal reality, as authorized by the sole paragraph of art. 21 of ANP Resolution no. 867/2022.

RESOLVE to enter into this Amendment No. [-] to the [AIP] of [-] (hereinafter referred to as the "Amendment"), which shall be governed by the following terms and conditions:

CLAUSE ONE THE OBJECT

1.1 By this Amendment, the Parties decide to change the Parties of the [AIP] from [-], to include the new Contractor(s), due to the signing of the Production Sharing Contract, as well as the inclusion of PPSA, as Manager of the Production Sharing Agreement and Consenting Party, as described below:

As Party [insert
PARTIES],

As Manager of the Production Sharing Agreement and Consenting Party [insert PPSA]

CLAUSE TWO GENERAL PROVISIONS

- 2.1 Publicity. ANP shall publish in the Federal Official Gazette the full text or extract of the terms of this Amendment Agreement, for its erga omnes validity.
- 2.2 Duration. The provisions of this Amendment shall come into force from the effective date, which shall be deemed to be the first day of the month following the signing of the Amendment.
- 2.3 Ratification. All other terms, clauses and conditions of the [AIP] of [-] which are not expressly altered by or conflict with this Addendum are hereby expressly and fully ratified by the Parties, without any reservations, remaining unchanged and in full force and effect.
- 2.4 The parties undertake to submit an addendum to the AIP, with the list of costs provided for in the sole paragraph of art. 24 of ANP Resolution 867/2022, 180 days after the signing of the production sharing contract.

THIRD CLAUSE

APPLICABLE LAW AND CONFLICT RESOLUTION

- 3.1 This Agreement shall be executed, governed and interpreted in accordance with the laws of the Federative Republic of Brazil.
- 3.2 Any disputes, controversies or claims arising out of or in connection with this , or its breach, termination or invalidity, shall be settled in accordance with the terms and conditions agreed in the Dispute Resolution clause of the [AIP] of [-].

[rest of page intentionally left blank. Signature pages to follow]

OBS: The signatures must not be isolated on the last page of the . (Delete this section when completing the Addendum).

BY AGREEMENT, the Parties and PPSA, in its capacity as Manager of the Production Sharing Agreement and Consenting Party, sign this Amendment in [number of counterparts equal to the number of signatories] counterparts, of equal content and form, and for a single purpose, in the presence of the witnesses indicated below.

Rio de Janeiro, [leave blank - date of signature]

[name of signatory 1]

[name of representative]

[position]

[name of signatory 2]

[name of representative]

[job title]

[insert other signatories (including indication of their representatives and respective positions), if any]

As Manager of the Production Sharing Agreement and Consenting Party:

**BRAZILIAN OIL AND NATURAL GAS ADMINISTRATION COMPANY S.A. -
PRÉ-SAL PETRÓLEO S.A. - PPSA**

[name of representative]

[job title]

Witnesses:

Name: _____ Name: _____

RG: _____ RG: _____

CPF: _____ CPF: _____

SIAPE: _____

ANNEX XXIX - 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.

Table 16 - Description of Exploratory Activities considered for PEM Abatement

Item	Activity Exploratory	Description
(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.
(b)	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.
(c)	3D seismic reprocessing	<p>The reprocessing of 3D seismic data must include the migration of data in time and/or depth.</p> <p>The entire extension of the seismic program contained within the block must be reprocessed. For the reduction of Work Units, only the portion of the reprocessed seismic program contained within the block will be considered.</p> <p>The conversion of Seismic Reprocessing into Work Units is limited to a single reduction request for each original seismic program.</p> <p>The reprocessing of 3D public seismic data includes the migration of data in time and/or depth in the pre-stack phase.</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 17- Equivalence of work units to comply with the EMP

Description	Measure	Polygon of Pre-Salt
Unit Financial Value per TU	R\$/UT	R\$ 433.300,00
Exploratory Activity	Measure	TU equivalence
Exploratory well	UT	1.000
3D seismic	UT/km2	0,17
3D reprocessing	UT/km2	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 18 - 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>	Reducing Factor*
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 XXX - DECLARATION OF UPDATED REGISTRATION DOCUMENTS

The [insert the 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 Production Sharing and in the applicable legislation, declares, for the purposes of Subsection IV.6 of the tender protocol of the Open Acreage of Production Sharing, 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 were not updated or were 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⁾
4.1	Electronic form application form			
4.19 a)	Corporate documents / Articles of incorporation			
4.19 b)	Corporate documents/ Proof of powers and names of legal representatives			
4.19 c)	Corporate documents / Documents proving compliance with any conditions for the exercise of powers by representatives			
4.19 d)	Declaration that corporate acts are up to date			
Subsection IV.3.2	Power of attorney to appoint accredited representatives			

Tender item	Document	Current Document	Resubmitted document	Not Applicable⁽¹⁾
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Subsection IV.3.3	Corporate group organization chart			
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	Term of Commitment to Adhere to the Production Individualization Agreement			
Subsection IV.3.7-	Additional documents for registration foreign bidders			
Subsection IV.3.8	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 name(s) of accredited representative(s) of bidder] Place and date:

[insert place and date]

INSTRUCTIONS FOR COMPLETING TABLE 19:

- 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 XXXI - LIST OF DOCUMENTS FOR REGISTRATION, QUALIFICATION AND SIGNING OF CONTRACTS

Table 20 - List of documents for registration in the Open Acreage of Production Sharing - National and Foreign Bidders

Nature	Tender item	Document	Mandatory	Model	SEI	Documents issued abroad and/or in a foreign language			
					(document format)	Notarization ¹	Legalization (for documents issued abroad)	Sworn translation (for documents in a foreign language)	Registration at the Registry of Deeds and Documents (for documents issued in the outside)
Section IV - Registration	Subsection IV.2	Filling in the electronic application for registration	√	site	Nato-digital ³	Not applicable.	Not applicable.	Not applicable.	Not applicable
	4.19 a)	Corporate documents / Articles of incorporation	√	No	Digitized	√	√	√	√
	4.19 b)	Corporate documents/ Proof of powers and names of legal representatives	If applicable	No	Digitized	√	√	√	√
	4.19 c)	Corporate documents/ Documents proving compliance with any conditions for exercising the powers of the representatives	If applicable	No	Digitized	√	√	√	√
	4.19 d)	Declaration that corporate acts are up to date	√	ANNEX V	Digitized ²	√	√	Not applicable. Follow the model in the annex.	√
	Subsection IV.3.2	Power of attorney to appoint representatives accredited	√	ANNEX VI	Digitized ²	√	√	√	√
	Subsection IV.3.3	Corporate group organization chart	√	No	Digitized	√	Not applicable.	√	Not applicable
	Subsection IV.3.4	Declaration of technical, economic and financial capacity, legal and tax compliance and labor	√	ANNEX XV	Digitized	√	√	√	√
	Subsection IV.3.5	Term of commitment to adapt the corporate purpose	Except for foreigners, who must present b) item 4.42	ANNEX X	Digitized	√	Not applicable.	√	Not applicable
	Subsection IV.3.6	Term of Commitment Adhere to the Production Individualization Agreement, according to model of the	√	ANNEX XXVII	Digitized ²	√	√	Not applicable. Follow attached.	√
	4.42 a)	Additional documents for registration of foreign interested parties / Proof of organization and regular operation issued by the country's official company registration office of origin	√	No	Digitized	√	√	√	√
	4.42 b)	Additional documents for registration of foreign stakeholders / Term of commitment to form a legal entity entrepreneur under Brazilian law	√	ANNEX XI	Digitized	√	√	√	√
	Subsection IV.4	Cover letter	For interested parties only no E&P agreement in force	ANNEX VII	Digitized	√	√	Not applicable. Follow the model in the annex.	√

Note:

1. If the notarization is in a foreign language, a sworn translation and registration with the RTD is required.
2. The required documents must be printed, dated, signed by the accredited or legal representative, as the case may be, and scanned for submission via SEI.
3. A born-digital document is a document originally created on electronic media.

Table 21 - List of documents for registration in the Open Acreage of Production Sharing - FIPs

Nature	Tender item	Document	Mandatory	Model	SEI	Documents issued abroad and/or in a foreign language			
					(document format)	Notarization ¹	Legalization (for documents issued abroad)	Sworn translation (for documents in a foreign language)	Registration at the Registry of Deeds and Documents (for documents issued abroad)
Subsection IV.3.7 Registration	Subsection IV.2	Filing in the electronic application form registration	√	site	Nato-digital ³	Not applicable	Not applicable.	Not applicable.	Not applicable
	Subsection IV.3.2	Power of attorney to appoint representatives accredited	√	ANNEX VI	Digitized ²	√	√	√	√
	Subsection IV.3.3	Corporate group organization chart	√	No	Digitized	√	Not applicable.	√	Not applicable
	Subsection IV.3.4	Declaration of technical and economic capacity financial, legal, tax and labor regularity	√	ANNEX XV	Digitized	√	√	√	√
	Subsection IV.3.5	Term of commitment to adapt the object social	Except for foreigners, who must present b) item 4.42	ANNEX X	Digitized	√	Not applicable.	√	Not applicable
	Subsection IV.3.6	Term of Commitment to Adhere to the Production Individualization Agreement	√	ANNEX XXVII	Digitized ²	√	√	Not applicable. Follow the model in the annex.	√
	4.42 a)	Additional documents for foreign stakeholders / Proof of organization and regular operation issued by the official company registration office of the country of origin	√	No	Digitized	√	√	√	√
	4.42 b)	Additional documents for foreign stakeholders / Undertaking to set up a legal business entity under Brazilian law	√	ANNEX XI	Digitized	√	√	√	√
	4.44 a)	Memorandum of association with last amendment filed before the competent body	√	No	Digitized	√	√	√	√
	4.44 b)	Proof of registration with the Securities and Exchange Commission (CVM) or similar registration with the regulatory body of the country of origin	√	No	Digitized	√	√	√	√
	4.44 c)	Consolidated regulation with subsequent amendments	√	No	Digitized	√	√	√	√
	4.44 d)	Proof of registration of administrator and manager before the CVM	√	No	Digitized	√	Not applicable.	Not applicable.	√
	4.44 e)	Minutes of the General Meeting that appointed the administrator and manager	√	No	Digitized	√	√	√	√
	4.44 f)	Proof that the FIP is authorized to participate in the Permanent Offer to Share Production, through the minutes of the General Meeting or other equivalent document	√	No	Digitized	√	√	√	√
	4.44 g)	Undertaking to set up a company business legal entity, according to Brazilian law or of indication of a subsidiary already incorporated, with registered office and administration in Brazil	√	√	ANNEX XI	√	√	√	√
	Subsection IV.4	Cover letter	Only for interested without E&P contract Current	ANNEX VII	Digitized	√	√	Not applicable. Follow annex model.	√

Note:

1. If the notarization is in a foreign language, a sworn translation and registration with the RTD is required.
2. The required documents must be printed, dated, signed by the accredited or legal representative, as the case may be, and scanned for submission via SEI.
3. A born-digital document is a document originally created on electronic media.

Table 22 - List of documents for qualification in the Open Acreage of Production Sharing - National and Foreign Bidders

Nature	Tender item	Document	Mandatory	Model	SEI	Documents issued abroad and/or in a foreign language			
					(document format)	Notarization ¹	Legalization (for documents issued abroad)	Sworn translation (for documents in a foreign language)	Registration at the Registry of Deeds and Documents (for documents issued abroad)
Subsection VIII.2 - Legal qualification and proof of fiscal and labor regularity	4.19 a)	Corporate documents / Articles of incorporation	When there is a change	No	Digitized	✓	✓	✓	✓
	4.19 b)	Corporate documents/ Proof of powers and names of legal representatives	When there is a change	No	Digitized	✓	✓	✓	✓
	4.19 c)	Corporate documents / Documents proving compliance with any conditions for the exercise of powers by representatives	When there is a change	No	Digitized	✓	✓	✓	✓
	4.19 d)	Declaration that corporate acts are up to date	✓	ANNEX V	Digitized	Not applicable	Not applicable	Not applicable	Not applicable
	8.14 b)	Declaration of absence of impediments to signing the production sharing contract,	✓	ANNEX VIII	Digitized ²	✓	✓	Not applicable. Follow annex model.	✓
	8.14 c)	Declaration pending legal or judicial proceedings relevant	✓	ANNEX IX	Digitized ²	✓	✓	Not applicable. Follow annex model.	✓
	8.15 a)	Proof CNPJ registration ⁴	For bidders only national	No	Nato-digital ³	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 b)	Joint Negative Debt Certificate or Positive Debt Certificate with Negative Effect relating to Federal Taxes and the Federal Government's Active Debt, issued by the Office of the Attorney General of the National Treasury (PGFN) ⁴	Only for national bidders	No	Nato-digital ³	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 c)	FGTS Regularity Certificate (CRF) ⁴	For bidders only national	No	Nato-digital ³	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 d)	Labor Debt Clearance Certificate ⁴	For bidders only national	No	Nato-digital ³	Not applicable	Not applicable	Not applicable	Not applicable
	Subsection IV.3.3	Corporate group organization chart	When there is a change in the course of the cycle	No	Digitized	✓	✓	✓	✓
	8.20 a)	Proof that it is organized and functioning properly, in accordance with the law your country	For foreign bidders only	No	Digitized ²	✓	✓	✓	✓
	8.20 b)	Term of commitment for the incorporation of a legal entity under Brazilian law or appointment of a controlled Brazilian legal entity already incorporated to sign the production sharing agreement in its place, if it wins the bid. bidding.	For foreign bidders only	ANNEX XI	Digitized ²	✓	✓	Not applicable. Follow the model in the annex. ¹	✓
Subsection VIII.3 - Technical Qualification	8.24 a) b) c)	Technical summary	✓	ANNEXES XII, XIII, XIV	Nato-digital or Digitized ²	✓	✓	Not applicable. Follow model annex ¹	✓
	8.25	SMS policy	✓	No	Nato-digital or Digitized ²	✓	✓	✓	✓
	8.38	Integrated HSE Management System Manual or similar procedure	If applicable	No	Nato-digital or Digitized ²	✓	✓	✓	✓
	8.39	Integrated HSE Management System Certificates	If applicable	No	Nato-digital or Digitized ²	✓	✓	✓	✓
Subsection VIII.4 - Economic and financial qualification	8.47 a)	Financial Statements	✓	No	Nato-digital or Digitized ²	✓	✓	✓	✓
	8.47 b)	Independent auditor's opinion	✓	No	Nato-digital or Digitized ²	✓	✓	✓	✓
	8.47 c)	Summary of Financial Statements	For foreign bidders only	ANNEX XVI	Nato-digital or Digitized ²	✓	✓	✓	✓

Note:

1. If the notarization is in a foreign language, a sworn translation and registration with the RTD is required.
2. The required documents must be printed, dated, signed by the accredited or legal representative, as the case may be, and scanned for submission via SEI.
3. A born-digital document is a document originally created on electronic media.
4. Tax and labor regularity will be proven through the analysis of documents, to be obtained by ANP through access to the databases of the public bodies responsible for issuing them.

Table 23 - List of documents to qualify for the Open Acreage of Production Sharing - FIPs

Nature	Tender item	Document	Mandatory	Model	SEI	Documents issued abroad and/or in a foreign language			
					(document format)	Notarization ¹	Legalization (for documents issued abroad)	Sworn translation (for documents in a foreign language)	Registration at the Registry of Deeds and Documents (for documents issued in the outside)
Subsection VIII.2.2 - Legal qualification and proof of fiscal and labor regularity	4.44 c)	Consolidated regulation	When there is change	No	Digitized ²	√	√	√	√
	4.44 e)	Minutes of the General Meeting that appointed the administrator and manager;	When there is a change	No	Digitized	√	√	√	√
	8.14 b)	Declaration of no impediments to signing the production sharing contract	√	ANNEX VIII	Digitized	√	√	√	√
	8.14 c)	Declaration of relevant legal or judicial issues	√	ANNEX IX	Digitized ²	√	√	√	√
	8.15 a)	Proof of CNPJ registration	√	No	Nato-digital or Digitized ²	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 b)	Joint Negative Debt Certificate or Positive Debt Certificate with Negative Effect	√	No	Nato-digital or Digitized ²	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 c)	FGTS Certificate of Good Standing	√	No	Nato-digital or Digitized ²	Not applicable	Not applicable	Not applicable	Not applicable
	8.15 d)	Negative Certificate of Labor Debts or positive with negative effect	√	No	Nato-digital or Digitized ²	Not applicable	Not applicable	Not applicable	Not applicable
Subsection VIII.3 - Technical Qualification	8.24 b)	Technical Summary	√	ANNEX XIII	Nato-digital or Digitized ²	√	√	Not applicable. Follow the model in the annex. ¹	√
	8.25	SMS policy	√	No	Nato-digital or Digitized ²	√	√	√	√
Subsection VIII.4 - Economic and financial qualification	8.48	Complete accounting statements for the last three (3) financial years accompanied by an independent auditor's report	√	No	Digitized	√	√	√	√

Note:

1. If the notarization is in a foreign language, a sworn translation and registration with the RTD is required.
2. The required documents must be printed, dated, signed by the accredited or legal representative, as the case may be, and scanned for submission via SEI.
3. A born-digital document is a document originally created on electronic media.
4. Tax and labor regularity will be proven through the analysis of documents, to be obtained by ANP through access to the databases of the public bodies responsible issuing them.

Table 24 - List of documents for signing production sharing contracts

Nature	Tender item	Document	Mandatory	Model	SEI	Documents issued abroad and/or in a foreign language			
					(document format)	Notarization ¹	Legalization (for documents issued abroad)	Certified translation (for documents in a foreign language)	Registration with the Titles and Documents (for documents)
X.2 Documents signing production sharing contracts	Subsection X.2.1	Signatory information	√	ANNEX XXI	Digitized ²	√	√	Not applicable. Follow ANNEX model. ¹	√
	Subsection X.2.2	Financial guarantee for the minimum exploration program	√	ANNEXES XXII, XXIII, XXIV	Nato-digital or Digitized ²	√	√	Not applicable. Follow ANNEX model. ¹	√
	10.21	Declaration by the consortium contractor on program's financial guarantees minimal exploration	If applicable	ANNEX XXV	Digitized ²	√	√	Not applicable. Follow the model in the ANNEX. ¹	√
	Subsection X.2.3	Proof of payment of the signature	√	No	Nato-digital or Digitized ²	√	Not applicable	Not applicable	Not applicable
	Subsection X.2.4	Consortium contract	If applicable	ANNEX X of the Draft Sharing Contract	Digitized ²	√	Not applicable	Not applicable	Not applicable
	Subsection X.2.5	Performance guarantee	If applicable	ANNEX XXVI	Digitized ²	√	√	Not applicable. Follow ANNEX model. ¹	√
	4.19 a)	Corporate documents / Articles of incorporation	When there is a change	No	Digitized	√	√	√	√
	4.19 b)	Corporate documents/ Proof of powers and names of representatives legal	When there is a change	No	Digitized	√	√	√	√
	4.19 c)	Corporate documents/ Documents proving compliance with any conditions for exercising the powers of the representatives	When there is a change	No	Digitized	√	√	√	√
	10.40	Proof of tax compliance and labor ⁴	If the expiration date have won	No	Nato-digital ³	√	No	No	No
10.3 Signing of production sharing agreement by affiliate	Subsection X.3.1	Documents relating to the affiliate's financial, technical and legal qualifications and proof of tax and labor compliance	If applicable	Table 22 in Annex XXXI	Table 22 in Annex XXXI	Table 22 in Annex XXXI	Table 22 in Annex XXXI	Table 22 in Annex XXXI	Table 22 in Annex XXXI

Note:

1. If the notarization is in a foreign language, a sworn translation and registration with the RTD is required.
2. The required documents must be printed, dated, signed by the accredited or legal representative, as the case may be, and scanned for submission via SEI.
3. A born-digital document is a document originally created on electronic media.
4. The original of the PEM financial guarantee (item 10.22) and the performance guarantee (item 10.35) must be sent to ANP Central Office or delivered to the protocol.
5. Tax and labor regularity will be proven through the analysis of documents, to be obtained by ANP through access to the databases of the public bodies responsible for issuing them.

ANNEX XXXII - DRAFT PRODUCTION SHARING CONTRACT