2nd PRODUCTION SHARING BIDDING ROUND
(WITHOUT OPERATION BY PETROBRAS)

FEDERATIVE REPUBLIC OF BRAZIL
MINISTRY OF MINES AND ENERGY

PRODUCTION SHARING AGREEMENT FOR EXPLORATION AND PRODUCTION OF OIL AND GAS

No. [enter the number of the agreement]

ENTERED INTO BY AND BETWEEN

THE FEDERAL GOVERNMENT

and

[enter the corporate name of the Contractor]

BRAZIL
2017

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PRODUCTION SHARING AGREEMENT FOR EXPLORATION AND PRODUCTION OF OIL AND GAS

entered into by and between:

as the Contracting Party,

The **FEDERAL GOVERNMENT**, by using the powers vested in it by article 177, paragraph 1, of the Constitution of the Federative Republic of Brazil, through the **MINISTRY OF MINES AND ENERGY – MME,** under Law No. 12,351 of December 22, 2010, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 37.115.383/0001-53, headquartered at Esplanada dos Ministérios, Bloco "U", Brasília, Distrito Federal, CEP 70065-900, herein represented by the Minister of State of Mines and Energy, [enter the name];

as Regulator and Inspection Authority,

The **NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS – ANP**, a special independent agency organized by Law No. 9,478 of August 6, 1997, part of the Indirect Federal Administration, bound to the Ministry of Mines and Energy, headquartered at SGAN Quadra 603, Módulo I, 3º andar, in the city of Brasília, DF, with Main Office at Avenida Rio Branco, nº 65, in the city of Rio de Janeiro, RJ, herein represented by its Director-General, [insert name];

as Manager,

EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A. – PRÉ-SAL PETRÓLEO S.A. – PPSA, a governmental entity organized as a private joint-stock company, under Decree No. 8,063 of August 1, 2013, based on the legislative authorization granted by Law No. 12,304 of August 2, 2010, with its principal place of business at SAUS Quadra 04, Edifício Victoria Office Tower, sala 725, Brasília, DF, and Main Office at Avenida Rio Branco, nº 1, 4º andar, Centro, in the city of Rio de Janeiro, RJ, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 18.738.727/0001-36, herein represented by its Chief Executive Officer, [enter the name];

and, as Contractor,

[Enter the corporate name of the Contractor], a company organized under the laws of Brazil, with its principal place of business at [enter the full address], enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. [enter the CNPJ enrollment number], herein represented by its [enter the title of the signatory representative], [enter the name of the signatory representative].

WHEREAS

pursuant to article 20, V and XI, of the Constitution of the Federative Republic of Brazil and article 3 of Law No. 9,478/97, the Oil and Gas Deposits existing in the national territory, the continental shelf, and the exclusive economic zone belong to the Federal Government;

pursuant to article 177, I, of the Constitution of the Federative Republic of Brazil and article 4 of Law No. 9,478/1997, the Research and Exploration of the Oil and Gas Deposits existing in the national territory, the continental shelf, and the exclusive economic zone is the monopoly of the Federal Government;

pursuant to article 177, paragraph 1, of the Constitution of the Federative Republic of Brazil and article 5 of Law No. 9,478/1997, the Federal Government may enter into agreements with state-owned or privately-held companies incorporated under the Brazilian laws, with principal place of business and management in the Country, for development of activities of Exploration and Production of Oil and Gas;

pursuant to article 21 of Law No. 9,478/1997, all rights of Exploration and Production of Oil and Gas in the national territory, the continental shelf, and the exclusive economic zone are held by the Federal Government, and ANP shall be responsible for their management, except for the jurisdiction of other bodies and entities expressly provided by law;

pursuant to article 3 of Law No. 12,351/2010, the Exploration and Production of Oil and Gas in the Pre-Salt Area and in Strategic Areas shall be contracted by the Federal Government on a Production Sharing basis;

pursuant to article 8 of Law No. 12,351/2010, the Ministry of Mines and Energy – MME, on behalf of the Federal Government, is responsible for entering into production sharing agreements with the Contractor, according to the provisions of such Law;

pursuant to articles 8, paragraph 1, and 45 of Law No. 12,351/2010 and article 2 of Law No. 12,304/2010, the Manager, on behalf of the Federal Government, is responsible for management of the production sharing agreements executed by MME and the agreements for commercialization of Oil and Gas directed to the Federal Government;

pursuant to article 11 of Law No. 12,351/2010 and article 8 of Law No. 9,478/1997, ANP is responsible for the regulation and inspection of the activities developed on a Production Sharing basis;

pursuant to article 42, II, of Law No. 12,351/2010, the Contractor paid the Signature Bonus in the amount and form of Annex V;

[enter the corporate name of the concessionaires], hereinafter referred to as "Concessionaires", and ANP have entered into Concession Agreement for Exploration, Development, and Production of Oil and Gas No. [enter the number of the concession agreement for the contracted area], hereinafter referred to as "Concession Agreement [enter the trade name of the concession agreement]".

This Production Sharing Agreement for Exploration and Production of Oil and Gas for the Block identified in Annex I is entered into by and between the Federal Government, through MME, and the Contractor, under the following terms and conditions.

CHAPTER I - BASIC PROVISIONS

SECTION ONE – DEFINITIONS

Legal Definitions

1.1. The definitions contained in article 6 of Law No. 9,478/1997, in article 2 of Law No. 12,351/2010, in article 3 of Decree No. 2,705/1998, and in article 2 of ANP Resolution No. 25/2013 are hereby incorporated into this Agreement and, consequently, are valid for all its purposes and effects whenever they are used herein, either in the singular or plural, in the masculine or feminine gender.

Contractual Definitions

1.2. Also for the purposes and effects of this Agreement, the definitions contained in this paragraph shall also be valid whenever the following words and phrases are used in the singular or plural, in the masculine or feminine gender:

1.2.1. **Oil or Gas Availability Agreement**: agreement entered into by and between the Consortium Members to govern the availability of Oil or Gas produced to the original owners.

1.2.2. **Affiliate**: any controlling or controlled legal entity, under articles 1,098 to 1,100 of the Brazilian Civil Code, as well as entities under common control of the same company, directly or indirectly.

1.2.3. **Shared Deposit Area**: area delimited by the polygon that shall define the Shared Deposit after approval of the Development Plan.

1.2.4. **Contract Area**: Block which superficial projection is delimited by the polygon defined in Annex I or the plots of the Block remaining subject to the Agreement after the partial relinquishments provided for herein are made.

1.2.5. **Development Area**: any plot of the Contract Area retained for the Development Phase.

1.2.6. **Audit of the Cost and Profit Oil**: verification of the legitimacy of expenditures and Production made by the Operator and recognized by the Manager as the Cost Oil and Profit Oil.

1.2.7. **Authorization for Expenditure**: authorization prepared by the Operator and submitted to the Operating Committee, pursuant to Annex XI, for the expenses required for execution of the Operations in the Contract Area.

1.2.8. **Assessment**: set of Operations intended to check the commercial feasibility of a Discovery or set of Discoveries of Oil and Gas in the Contract Area.

1.2.9. **Well Assessment**: logging and formation tests performed between the End of Drilling and Well Completion that, combined with other activities previously

developed at the well, will enable verification of the occurrence of areas of interest for presentation of a possible Discovery Assessment Plan.

1.2.10. **Assignment**: transfer, in whole or in part, of the ownership of rights and obligations arising from the Agreement; consolidation, spin-off, and merger, when corporate reorganization results in change of Contractor; change of Operator, as well as exemption and replacement of the performance guarantee.

1.2.11. **Operating Committee**: the Consortium's managing body, composed of representatives of the Manager and the Contractors, pursuant to Annex XI.

1.2.12. **Well Completion**: moment of completion of the activities directly related to drilling of a well (including, when applicable, logging, lining, and cementing) when its final depth is reached, after which all Operations exclusively refer to disassembly, decommissioning, or operation of the unit. For the cases in which the assessment and/or completion is started within sixty (60) days after the end of the activities directly related to drilling of the well or its temporary abandonment, the moment in which disassembly, decommissioning, or operation of the unit used for the assessment and/or completion is started shall be taken into account.

1.2.13. **Consortium**: consortium formed by the Manager and the winner of the bidding process for acquisition of the Exploration and Production rights in the Contract Area.

1.2.14. **Consortium Member**: member of the Consortium.

1.2.15. **Contractor**: Consortium Members, except for the Manager.

1.2.16. **Agreement**: the main text of this document and its annexes.

1.2.17. **Consortium Agreement**: agreement entered into by and between the Manager and the Contractors, pursuant to Annex X.

1.2.18. **Declaration of Commercial Feasibility**: formal and written notification of the Consortium Members to ANP declaring one or more Deposits as a Commercial Discovery in the Contract Area.

1.2.19. **Statement of Calculation of the Profit Oil**: document sent by the Contractor to the Manager from which the share of the Profit Oil to be shared between the Contractor and the Contracting Party shall be extracted.

1.2.20. **Discovery**: any occurrence of Oil or Gas in the Contract Area, regardless of the quantity, quality, or commercial feasibility, verified by at least two detection or assessment methods.

1.2.21. **Outflow**: set of activities directed to ensure handling of the fluids produced by a Reservoir from their separation up to their arrival to submarine terminals, facilities for Treatment or Processing of Natural Gas, or liquefaction plants.

1.2.22. **Development Phase**: contractual phase initiated with the approval of ANP for the Development Plan and which is extended during the Production Phase

while investments in wells, equipment, and facilities for the Production of Oil and Gas according to the Best Practices of the Oil Industry are required.

1.2.23. **Flow of First Oil**: date of the first measurement of volumes of Oil and Gas at one of the Production Measurement Points in each Module of the Development Phase.

1.2.24. **Exploration Phase**: contract period in which the Exploration and Assessment are to be performed.

1.2.25. **Production Phase**: contract period in which the Development and the Production are to be performed.

1.2.26. **Brazilian Supplier**: any manufacturer or supplier of goods manufactured or services provided in Brazil through limited liability companies incorporated under the Brazilian laws or companies that use goods manufactured in the Country under special customs regimes and tax incentives applicable to the Oil and Gas Industry.

1.2.27. **Associated Gas**: Natural Gas produced in a Deposit where it is found dissolved in the Oil or in contact with underlying saturated Oil.

1.2.28. **Applicable Laws and Regulations**: the set of laws, decrees, regulations, resolutions, ordinances, normative instructions, or any other regulatory acts that are or may be applicable to the Parties and other signatories or to the activities of Exploration and Production of Oil and Gas, as well as to decommissioning of the facilities.

1.2.29. **Best Practices of the Oil Industry**: The best and safest procedures and technologies available in the oil and gas industry worldwide intended to: (i) ensure the operational safety of the facilities, preserving life, physical integrity, and human health; (ii) preserve the environment and protect adjacent communities; (iii) prevent or reduce as much as possible the risk of spill of oil, natural gas, by-products, and other chemicals that may be hazardous to the environment; (iv) preserve oil and gas resources, which implies the use of adequate methods and processes to maximize the recovery of hydrocarbons in a technical, economic, and environmentally sustainable way, with the corresponding control of the reserve decline, and to mitigate surface losses; (v) minimize consumption of natural resources in the Operations. In order to perform the Best Practices of the Oil Industry, the Concessionaires shall rely on the standards issued by ANP and other Brazilian public bodies, incorporating technical standards and recommendations of internationally recognized bodies and associations of the oil industry, whenever such measures increase the chances to achieve the objectives listed above.

1.2.30. **Module of the Development Phase**: individual module composed of facilities and infrastructure for the Production of Oil and Gas of one or more Deposits of a certain Field, pursuant to the Development Plan approved by ANP.

1.2.31. **New Reservoir**: accumulation of Oil and/or Gas in areas other than those already in Production or under Assessment.

1.2.32. **Operation**: all activities of Exploration, Assessment, Development, Production, decommissioning, or abandonment developed sequentially, collectively, or separately by the Consortium Members for the purposes of this Agreement.

1.2.33. **Operation with Exclusive Risk**: operation carried out without the participation of all Contractors, pursuant to Annex XI.

1.2.34. **Joint Operation**: Operation jointly carried out by the Consortium Members and the Concessionaires in the Shared Deposit Area, pursuant to the Production Individualization Agreement.

1.2.35. **Emergency Operation**: Operation requiring immediate actions by the Operator aiming at the protection of human life, as well as the conservation of oil resources and other natural resources, properties, and the environment.

1.2.36. **Party**: the Contracting Party or the Contractor.

1.2.37. **Parties:** the Contracting Party and the Contractor.

1.2.38. **Discovery Assessment Plan**: document specifying the work schedule and the relevant investments required for the Assessment of a Discovery or set of Discoveries of Oil and Gas in the Contract Area.

1.2.39. **Development Plan**: document specifying the work program, schedule, and relevant investments required for the Development and the Production of a Discovery or set of Discoveries of Oil and Gas in the Contract Area, including its abandonment.

1.2.40. **Exploration Plan**: document containing the description and the physical and financial planning of all exploration activities to be developed in the Contract Area during the Exploration Phase, which should mandatorily contemplate the Minimum Exploration Program.

1.2.41. **No Loss or Gain**: principle, to be observed by the Consortium Members, according to which the Operator shall not earn profits nor incur losses compared to other Consortium Members when carrying out and executing Operations on behalf of the Consortium.

1.2.42. **Production**: set of coordinated Operations of extraction of Oil or Gas from a Deposit and preparation for their handling or a volume of Oil and/or Gas produced, in each case, as it can be inferred from the text.

1.2.43. **Annual Production Program**: document describing the forecasts for Production and handling of Oil, Gas, water, special fluids, and waste arising from the Production process of each Development Area or Field.

1.2.44. **Annual Work and Budget Program**: document specifying the set of activities to be developed by the Consortium Members, including details on the investments required to develop such activities.

1.2.45. **Facility Decommissioning Program**: document specifying the set of activities aiming at the definitive abandonment of wells, including their eventual plugging, decommissioning and proper final disposal of the facilities, and the recovery of the areas where these facilities are located.

1.2.46. **Minimum Exploration Program**: work schedule provided for in Annex II, to be met by the Consortium Members during the course of the Exploration Phase.

1.2.47. **Safety Instruction**: administrative act that acknowledges any conduct as irregular or presents an administrative understanding on the enforcement of the regulatory standard, determining, in a comprehensive manner, that the Operator shall refrain from performing it or shall observe it, under penalty of imposition of the penalties provided for in the Applicable Laws and Regulations.

1.2.48. **Internal Regulation of the Operating Committee**: set of rules supplementary to the Agreement intended for regulating the activities of the Operating Committee and the relationship between its members.

1.2.49. **Local Content Report**: document to be submitted by the Consortium to ANP detailing the amounts disbursed for purposes of Local Content assessment.

1.2.50. **Quarterly Expense Report**: document to be submitted by the Consortium to ANP detailing the amounts disbursed in Exploration, Development, and Production Operations.

1.2.51. **Final Discovery Assessment Report**: document submitted by the Consortium Members describing the Oil or Gas Discovery Assessment Operations, according to the Discovery Assessment Plan approved by ANP, showing its results and, if approved by ANP, making the Declaration of Commercial Feasibility effective.

1.2.52. **Social Responsibility**: the Contracted Party is responsible for the impacts of its decisions and previous and current activities on society and the environment through an ethical and transparent behavior that (i) contributes to sustainable development, including the health and well-being of society; takes into account the stakeholders' expectations; (ii) complies with the Applicable Laws and Regulations and is consistent with the international rules of behavior; and (iii) is integrated into the Contracted Party and shown in its relationships related to the Contracted Party's activities within its sphere of influence.

1.2.53. **Early Production System**: temporary facility with limited capacity, implemented before the approval of the Joint Development Plan, aiming at the early Production and obtaining of data and information for better characterization of the Reservoir, for purposes of adequacy of the Joint Development Plan.

1.2.54. **End of Drilling**: moment in which the final depth of the well is reached, with no expectations of further progress.

1.2.55. **Extended Well Test**: test in a lined well with total expected free flow duration of more than seventy-two (72) hours and with specific purposes aiming at assessing a Discovery in order to obtain, from interpretation of its data, information indicating the behavior of Reservoirs under dynamic long-term effects and supporting studies aimed at the design of the final Production systems.

1.2.56. **Gross Production Value**: monetary expression of the Volume of Inspected Production in national.

SECTION TWO – SUBJECT MATTER

Exploration and Production of Oil and Gas

2.1. The subject matter of this Agreement is the performance, in the Contract Area, for the account and risk of the Contractor, of:

a) the Exploration Operations undertaken in the Minimum Exploration Program or its attachments, under the terms of an Exploration Plan approved by ANP;

b) the Discovery Assessment, in the event of a Discovery, at the Consortium Members' discretion, under a Discovery Assessment Plan approved by ANP;

c) Operations of Production of Oil and Gas, in case the commercial feasibility of the Discovery is verified by the Consortium Members, under a Development Plan approved by ANP.

2.1.1. In case the Concession Agreement [enter the trade name of the concession agreement for the contracted area] of the area adjacent to the Contract Area is in the Production Phase, item "a" of paragraph 2.1, sections Ten and Eleven, and the other dispositions contained in this Agreement regarding the Operations in the Exploration Phase do not apply.

Exclusivity and Costs

2.2. The Consortium Members are exclusively entitled to carry out the Operations in the Contract Area, and the Contractors are responsible, for their own account and risk, for contributing with investments and paying for the necessary expenditures, including adequate equipment, machinery, personnel, services, and technology.

2.3. The expenditures incurred during exploration activities, including those derived from exploration failures, shall be recovered as Cost Oil only if there is at least one Commercial Discovery in the Contract Area.

Losses, Risks, and Liabilities Associated with the Execution of the Operations

2.4. The Contractor is fully, jointly, and strictly liable for the losses and damages directly or indirectly caused to the environment, to third parties, to the Contracting Party, to ANP, or to the Manager due to the execution of the Operations.

2.4.1. The Contractor shall indemnify third parties, the Contracting Party, ANP, or the Manager for any and all loss arising from lawsuit, appeal, judicial demand or opposition, arbitration award, audit, inspection, investigation, or dispute of any kind, as well as for any indemnifications, compensations, punishments, fines, or penalties of any kind, related to the execution of this Agreement.

2.5. The Contracted Party shall bear all losses it may incur, including the ones resulting from an act of god or force majeure event, as well as accidents or events of nature affecting the Exploration and Production of Oil and Gas in the Contract Area.

2.6. The Contracting Party, the Manager, and ANP shall neither take over any risks or operating losses, nor pay the costs and investments related to the execution of the Operations and its consequences, except, with respect to the Contracting Party, for the event provided for in article 6, sole paragraph, of Law No. 12,351/2010.

Ownership of Oil and/or Gas

2.7. The Oil and Gas Deposits existing in the national territory, the continental shelf, and the exclusive economic zone belong to the Contracting Party pursuant to article 20, V and IX, of the Constitution of the Federative Republic of Brazil and article 3 of Law No. 9,478/97.

2.8. The Contractor and the Contracting Party shall be responsible for the original acquisition of the volume corresponding to the share of the Profit Oil, in the proportion, conditions, and deadlines established in the tender protocol and under this Agreement.

2.8.1. The Contractor shall be responsible for the original acquisition of the volume corresponding to the due Royalties and, in case of Commercial Discovery, the Cost Oil.

2.9. Ownership of the Oil and Gas share to which the Contractor and the Contracting Party are entitled under this Agreement shall be originally granted to them at the Sharing Point.

Other Natural Resources

2.10. The Consortium Members are prohibited to use, enjoy, or dispose, in any way and at any title, totally or partially, of any other natural resources that may exist in the Contract Area other than Oil and Gas, except when duly authorized by the competent authorities, according to the Applicable Laws and Regulations.

2.10.1. Discovery of natural resources other than Oil and Gas by chance shall be notified to ANP within no more than seventy-two (72) hours.

2.10.2. The Consortium Members shall follow the instructions and allow implementation of the relevant measures determined by ANP or other competent authorities.

2.10.3. While such instructions are not submitted to the Consortium Members, they shall refrain from taking any measures that may pose a risk or somehow damage the natural resources discovered.

2.10.4. The Consortium Members shall not be required to suspend their activities, except when they pose a risk to the natural resources discovered or the Operations.

SECTION THREE – CONTRACT AREA AND SHARED DEPOSIT AREA

Identification

3.1. The Operations shall be conducted exclusively in the Contract Area described and delimited in Annex I.

3.2. The Joint Operations shall be executed in the Shared Deposit Area.

Voluntary Relinquishments

3.3. The Contractor may, at any time during the Exploration Phase, voluntarily relinquish areas forming part of the Contract Area.

3.3.1. Relinquishments shall not exempt the Contractor from the obligation to comply with the Minimum Exploration Program.

3.3.2. Once the Exploration Phase is completed, the Consortium Members may only keep as Contract Area the Development Areas.

Relinquishment by termination of the Agreement

3.4. Full or partial termination of this Agreement for any reason shall require the Contractor to immediately relinquish the Contract Area, in whole or in part, to the Contracting Party.

Conditions for Relinquishment

3.5. Any and all relinquishment of areas or Fields forming part of the Contract Area, as well as the consequent reversal of properties, shall be final and made by the Contractor with no liens whatsoever for the Contracting Party, the Manager, or ANP, under articles 29, XV, and 32, paragraphs 1 and 2, of Law No. 12,351/2010.

Use of the Relinquished Areas by the Contracting Party

3.6. The Contracting Party may use the areas relinquished at its sole discretion, including for new bidding processes.

Non-Exclusive Data Survey

3.7. ANP may, at its sole discretion, authorize third parties to perform in the Contract Area services of geology, geochemistry, geophysics, and other works of the same nature aiming at the survey on technical data intended for non-exclusive commercialization, pursuant to article 8, III, of Law No. 9,478/1997, and the Applicable Laws and Regulations.

3.7.1. The performance of such services, unless in exceptional situations approved by ANP, shall not affect the ordinary course of the Operations.

3.8. The Consortium Members shall have no responsibility regarding the third-party performance of the services subject matter of this section or the damages arising therefrom.

SECTION FOUR – EFFECTIVENESS AND EFFICACY

Effectiveness and Efficacy

4.1. This Agreement, effective for thirty-five (35) years, shall be valid and in effect as of the date of its execution.

Division into phases

4.2. This Agreement shall be divided into two phases:

a) Exploration Phase, for the entire Contract Area, with the estimated duration established in Annex II; and

b) Production Phase, with the duration defined in paragraph **Erro! Fonte de referência não encontrada.**.

CHAPTER II - PRODUCTION SHARING

SECTION FIVE – RECOVERY AS COST OIL

Right to Recovery as Cost Oil

5.1. Exclusively in case of a Commercial Discovery, the Contractor shall be entitled to receive, as Cost Oil, a share of the Oil and Gas Production, according to the deadlines, criteria, and conditions established in Annex VII.

Calculation and Recognition as Cost Oil

5.2. The expenditures below shall be recognized as Cost Oil, according to the methodology and procedures provided for in Annex VII:

a) expenditures approved by the Operating Committee, except for those which approval is waived by this Agreement; and

b) expenditures recognized by the Manager.

Recovery as Cost Oil

5.3. Expenditures approved by the Operating Committee and subsequently recognized by the Manager as Cost Oil shall be recorded in their own account, referred to as Cost Oil account.

5.4. During the Production Phase, the Contractor shall, every month, receive the Production share corresponding to the Cost Oil, observing the limit of the Gross Production Value, defined in Annex XII.

5.4.1. Costs exceeding the limits defined and not being recovered as Cost Oil at a certain calendar year shall be accrued for appropriation in the subsequent years.

5.4.2. Expenditures recognized as Cost Oil shall be subject to inflation adjustment according to the conditions defined by the Manager, and the return on equity is prohibited.

5.5. The Manager shall be exclusively responsible for managing the calculation, recognition, and recovery of Cost Oil and managing the Cost Oil account.

5.6. Any positive balance of the Cost Oil account at the end of the contract term shall not entitle the Contractor to indemnifications or refunds.

SECTION SIX – ROYALTIES

6.1. The amount of Royalties payable every month per Development Area or Field shall be determined by multiplying the equivalent to fifteen percent (15%) of the Total Oil and Gas Volume in the Development Area or Field during such month by its respective reference prices, under Annex VII.

6.2. Royalties are payable due to the Production of Oil and Gas arising from Extended Well Tests.

6.3. The Contractor shall be entitled to the Production volume corresponding to the Royalties due, and reimbursement in cash is prohibited in any event.

6.4. The Contractor may pay the Royalties in advance based on the expected Production for the subsequent month.

6.4.1. In the event of the main section, any differences shall be offset in the subsequent month.

SECTION SEVEN – EXPENSES IDENTIFIED AS RESEARCH, DEVELOPMENT, AND INNOVATION

7.1. The Contractor shall be required to allocate funds to activities of research, development, and innovation in the fields of interest and matters relevant to the industry of Oil, Natural Gas, and Biofuels, in an amount equal to at least one percent (1%) of the annual Gross Production Value of Oil and Gas, when, cumulatively:

a) the Volume of Inspected Production of the Field exceeds the limit established by Decree No. 2,705/1998 for Production at a bathymetric depth over 400 meters in any quarter of the calendar year; and

b) the costs exceed the limits established in Annex XII and are not recovered as Cost Oil in a certain calendar year.

7.1.1. The Contractor may use these funds by June 30th of the year following the year of calculation of the Gross Production Value.

7.1.2. The Contractor shall provide to ANP a full report of the Expenses Identified as Research, Development, and Innovation within the terms and in the formats defined in the Applicable Laws and Regulations.

7.1.3. The Expenses Identified as Research, Development, and Innovation shall not be recoverable as Cost Oil.

7.2. Thirty percent (30%) to forty percent (40%) of the funds provided for in paragraph 7.1 shall be invested in national universities or research and development institutes accredited by ANP.

7.3. Thirty percent (30%) to forty percent (40%) of the funds provided for in paragraph 7.1 shall be directed to technological programs for development and qualification of domestic suppliers.

7.4. The remaining balance of the Expenses Identified as Research, Development, and Innovation, upon compliance with paragraphs 7.2 and 7.3, may be invested in activities of research, development, and innovation developed at facilities of the very Contractor or its Affiliates located in Brazil or of national suppliers of the Industry of Oil, Natural Gas, and Biofuels, or at universities or research and development institutes accredited by ANP.

7.5. In case the Contractor does not fully allocate the funds referred to in paragraph 7.1 by June 30th of a certain year, the difference shall be allocated in the subsequent year, plus twenty percent (20%).

SECTION EIGHT – TAXES

Tax Regime

8.1. Income taxes, as well as taxes levied on acquisitions and generating credits that may be used by the Contractor, are not recoverable as Cost Oil.

8.2. Credits arising from the non-cumulative nature aiming at the recovery of the tax burden levied on the previous phase may be used by the Contractor, except for credits required to be cancelled or reversed as a result of the Applicable Laws and Regulations.

8.3. The Contractor is responsible for demonstrating the amount of taxes due and paid and credits that may not be used, so that they may be recognized as Cost Oil.

Certificates and Evidence of Regularity

8.4. Upon request of the Contracting Party or ANP, the Contractor shall present the original copies or certified copies of all certificates, registration acts, authorizations, evidence of enrollment in taxpayers' registries, evidence of tax regularity, evidence of regular standing as to the payment of the social charges instituted by law, enrollments in entities or professional associations, and any other similar documents or certificates.

SECTION NINE – PROFIT OIL SHARING

Profit Oil Sharing

9.1. The Contracting Party and the Contractor shall share, on a monthly basis, the volume of Oil and Gas corresponding to the Profit Oil produced in the Contract Area.

9.1.1. The Consortium Members shall be entitled to the volume of Oil and Gas produced in the Shared Deposit Area in the proportion of the Share established in the Production Individualization Agreement.

9.2. The Profit Oil share applicable to the Contracting Party shall vary based on the average Brent Oil price and the average daily Oil Production in the producing wells in the Development Area or Field, according to the table in Annex XII.

9.2.1. The Oil price shall be the monthly average of the daily prices of *Brent Dated*, according to the quotation published on a daily basis by *Platt's Crude Oil Marketwire*.

9.2.2. The volume of Natural Gas produced shall be shared in the same percentage applied to the Oil volume sharing.

9.2.3. Wells with restricted Oil Production due to technical and operational issues and that are presenting losses shall not be taken into account in calculation of the average, at PPSA's discretion.

9.3. The Oil and Gas volume corresponding to the Profit Oil shall be measured and made available according to the guidelines of Annex VII and Section Seventeen.

Statement of Calculation of the Profit Oil

9.4. As of the Production Start Date or during performance of the Extended Well Tests in the Assessment phase, the Contractor shall send to the Manager the Statement of Calculation of the Profit Oil, in the format and frequency determined by the Manager.

Price Adjustment

9.5. The prices in the table included in Annex XII shall be adjusted through the following formula:

$$Price_{adjusted} = Price_{base} * (I_m / I_0)$$

Where:

$Price_{adjusted}$ = Adjusted price, in U.S. Dollars;

$Price_{base}$ = Price included in the tender protocol, in U.S. Dollars;

I_m = Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of price adjustment;

I_0 = Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of execution of the Agreement.

9.5.1. The tender protocol prices shall be adjusted for the first time in the month before the Production Start Date, by the most recent index published.

9.5.2. The subsequent adjustments shall be made every twelve (12) months, as of the month of the most recent adjustment.

9.5.3. In order to make the calculations established in paragraph 9.5, three (3) exact decimal places shall be adopted, disregarding other digits starting from, and including, the fourth place.

9.5.4. The adjusted prices shall be rounded to the closest integer.

9.5.5. The table with the prices adjusted in the month following disclosure of the indexes required for calculations shall be adopted.

9.5.6. In case of cancellation of the Consumer Price Index, another official index that may replace it shall be adopted or, in its absence, another with similar function.

CHAPTER III - EXPLORATION

SECTION TEN – EXPLORATION PHASE

Duration

10.1. The Exploration Phase shall be a single period of four [enter the number of years (xxxx)] years, starting on the date of execution of the Agreement.

10.2. The Contractors may end the Exploration Phase at any time upon notice to ANP.

Exploration Plan

10.3. The Exploration Plan shall contemplate all exploration activities to be developed in the Contract Area during its effectiveness and shall mandatorily consider the Minimum Exploration Program and compliance with the Local Content.

10.4. The Operating Committee shall be responsible for defining the Exploration Plan and its revisions, to be submitted by the Consortium Members to ANP.

10.5. The Exploration Plan shall be prepared and sent to ANP pursuant to the procedures and criteria provided for in Annex VI and in the Applicable Laws and Regulations.

10.6. The Consortium Members shall have a one hundred and twenty (120)-day period, as of the date of creation of the Operating Committee, to forward the Exploration Plan to ANP.

10.7. ANP shall have a sixty (60)-day period as of receipt of the Exploration Plan to approve it or to request justified modifications to the Consortium Members.

10.7.1. The Consortium Members shall submit the modified Exploration Plan within a sixty (60)-day period as of such request, repeating the procedure established in paragraph 10.7.

10.7.2. During the period of analysis and approval of the Exploration Plan, the development of Exploration activities already initiated may be interrupted, if reasonably required by ANP.

10.8. After the Exploration Plan is completed and until the end of the term established for ending the Exploration Phase, the Consortium Members may retain areas for Discovery Assessment or Development upon notice in writing to ANP, and, in this event, all other areas shall be immediately relinquished to ANP.

10.8.1. In case there are no Discoveries that justify the investments in the Discovery Assessment, the Consortium Members shall relinquish the entire Contract Area.

Minimum Exploration Program

10.9. The Consortium Members shall perform the obligations related to the Minimum Exploration Program within the terms and under the conditions described in Annex II.

10.9.1. For purposes of compliance with the Minimum Exploration Program, the drilled wells shall achieve the exploratory objective at a depth sufficient for establishing their potential in Oil and Gas, as defined in Annex II.

10.9.1.1. ANP may accept other exploratory objectives with Prospecting, upon submission of a technical justification.

10.9.1.2. For purposes of compliance with the Minimum Exploration Program, exclusive and non-exclusive data may be used, only considering data assessed within the Contract Area.

10.9.1.3. For purposes of compliance with the Minimum Exploration Program, only exploration activities that meet the criteria established in Annex II and which data have been acquired, formatted, and submitted according to the procedures and requirements established by ANP shall be accepted.

10.10. Failure to execute, in full or in part, the Minimum Exploration Program entails the lawful termination of the Agreement, without prejudice to the execution of the financial guarantees for exploration activities and application of appropriate sanctions.

10.10.1. Development Areas eventually retained by the Consortium Members are exceptions to the provision above.

10.11. The Consortium Members may contract, at its sole discretion, data acquisition companies (EAD) for the collection of exclusive data, as long as the requirements contained in the regulatory standards issued by ANP are previously met and as long as these companies are duly registered and in good standing with ANP.

Extension of the Exploration Phase

10.12. The Exploration Phase may be extended at the Contracting Party's discretion, based on ANP's opinion.

10.12.1. In consideration for the extension of the Exploration Phase provided for in paragraph 10.12, the development of exploration activities additional to the Minimum Exploration Program may be required from the Consortium Members.

10.12.2. The Consortium Members shall propose, upon at least one hundred and twenty (120)-day notice from the end of the Exploration Phase, a revision of the Exploration Plan in which the exploration activities additional to the Minimum Exploration Program, required by ANP as consideration for the extension of the Exploration Phase, are explained and justified.

10.12.3. ANP shall have a sixty (60)-day period to assess and express its opinion about the proposal presented by the Consortium Members.

10.12.4. In case the revision of the Exploration Plan referred to in paragraph 10.12.2 is not approved, the Exploration Phase shall be completed without the requested extension.

10.12.5. In case the proposed development of exploration activities additional to the Minimum Exploration Program is approved as consideration for the extension of the Exploration Phase, the Contractor shall provide the corresponding financial guarantees, as stipulated in Section Eleven.

10.13. If, at the end of the Exploration Phase, the Consortium Members start drilling the last exploratory well of the Exploration Plan without having completed the Well Assessment, the Exploration Phase shall be extended until the Well Completion date, with an addition of sixty (60) days to submit any proposed Discovery Assessment Plan.

10.13.1. The event provided for in paragraph 10.13 shall be informed by the Consortium Members to ANP by the end of the Exploration Phase.

10.14. If the Consortium Members make a Discovery during the Exploration Phase when it is not possible to perform the Discovery Assessment before the end of this phase, the Exploration Phase may be extended for the term required to perform the Assessment and issue any Declaration of Commercial Feasibility according to a Discovery Assessment Plan approved by ANP.

10.14.1. The extension referred to in paragraph 10.14 is limited exclusively to the area covered by the Discovery Assessment Plan approved by ANP.

10.14.2. For the Exploration Phase to be extended, pursuant to paragraph 10.14, the time elapsed between the notification of Discovery referred to in paragraph 12.1 and submission by the Consortium Members of the proposed Discovery Assessment Plan to ANP may not exceed six (6) months, except for exceptional events previously authorized by the Contracting Party, based on ANP's opinion.

Contractors' Options after Completion of the Exploration Phase

10.15. After the Exploration Phase is completed and the activities regarding the Minimum Exploration Program are developed, the Contractors may:

a) retain the Development Areas;

b) fully relinquish the Contract Area.

Relinquishment of the Contract Area in the Exploration Phase

10.16. Within sixty (60) days of the end of the Exploration Phase, the Contractors shall forward to ANP a plan for relinquishment of areas, prepared pursuant to the Applicable Laws and Regulations.

10.16.1. The submission of the plan for relinquishment of areas does not entail any kind of acknowledgement or release by ANP nor exempt the Consortium Members from compliance with the Minimum Exploration Program.

SECTION ELEVEN – COMPENSATORY PENALTY FOR DEFAULT OF THE MINIMUM EXPLORATION PROGRAM AND FINANCIAL GUARANTEE

Default of the Minimum Exploration Program and Provision of Financial Guarantee

11.1. In the event of full or partial default of the Minimum Exploration Program, the Contractor may not proceed with the Production Phase and shall be required to pay to the Contracting Party the amount set forth in ANNEX II per activity defaulted, as compensatory penalty.

11.2. The amount of the compensatory penalty per activity defaulted shall be automatically subject to inflation adjustment, on January 1st of each calendar year, at the variation of the IGP-DI for the immediately preceding year, except on January 1st immediately following publication of the tender protocol, when no update shall be made.

11.3. The Contractor shall provide ANP with financial guarantees for the Minimum Exploration Program within the term established in the tender protocol, in an amount sufficient to cover the amount of the compensatory penalty for the activities initially committed.

11.4. In case ANP approves the development of activities additional to the Minimum Exploration Program in consideration for the extension of the Exploration Phase, pursuant to paragraph 10.12, the Contractor shall provide financial guarantees corresponding to the estimated value of such additional activities, as set forth in the Tender Protocol, and duly updated under this Agreement.

11.5. The financial guarantees provided shall be accompanied by a letter signed by all Contractors expressing full awareness of paragraph 19.2 and of the fact that the obligations of the Minimum Exploration Program are not fractional, and each Contractor shall be jointly responsible for reimbursement in case of default.

11.6. In case the Contractor does not provide the suitable financial guarantees, the Agreement shall be terminated regarding the areas that are not under Development.

Types of Financial Guarantees

11.7. The Contractor may provide ANP with the following types of financial guarantee of the compensatory penalty for default of the Minimum Exploration Program:

a) irrevocable letter of credit;

b) performance bond;

c) Oil pledge agreement; or

d) escrow deposit;

11.8. The financial guarantees may be combined in order to total the amount guaranteed.

11.9. The financial guarantees shall comply with the form indicated in the Tender Protocol.

11.10. The financial guarantees may only be replaced or changed after approval by ANP.

11.11. The financial guarantees shall be updated on an annual basis, under paragraph 11.2 above, and provided to ANP by January 31st every calendar year, in order to update the compensatory penalty for activities not yet developed.

11.12. The annual update of the guarantee is hereby waived if the type of guarantee provided already contains a clause for automatic inflation adjustment by the IGP-DI.

Effectiveness of Financial Guarantees

11.13. The effectiveness of the financial guarantees shall exceed the date expected for completion of the Exploration Phase by at least one hundred and eighty (180) days.

11.13.1. Financial guarantees shall be renewed whenever necessary, in the amount adjusted by inflation, pursuant to the provisions of paragraph 11.9.

11.13.2. In case of suspension of the Exploration Phase, the renewal of the financial guarantees shall cover a term of no less than one (1) year.

11.13.3. In case the Contractor does not comply with the provisions of paragraph 11.9, ANP may terminate the Agreement as provided for in item “a” of paragraph 32.4.

11.14. In the event of expiration of the financial guarantees, at ANP’s discretion, the Contractor shall replace them or provide additional guarantees.

11.14.1. If the guarantee has been provided as an “Oil pledge agreement”, ANP may, pursuant to the tender protocol and the pledge agreement entered into by and between the parties, call for margin or, alternatively, request provision

of a new guarantee in order to cover any difference between the required guarantee and the actual guarantee.

Reduction in the Secured Amount

11.15. As the Consortium Members develop the activities related to the Minimum Exploration Program, the Contractors may request ANP to reduce the amount of the financial guarantee deposited.

11.15.1. The amount of the financial guarantee for the Minimum Exploration Program may not be reduced less often than at every three (3) months.

11.15.2. Reduction in the amount of the financial guarantee for the Minimum Exploration Program may not be lower than an amount that, when converted, corresponds to twenty percent (20%) of the total exploration activities committed.

11.15.3. The drilling Operations may only imply reduction in the amount of the financial guarantees for the Minimum Exploration Program when, cumulatively:

a) the well has reached the exploratory objective;

b) the well has been completed; and

c) data and information related to the well have been attested according to technical standards established by ANP.

11.15.4. The Operations for acquisition of seismic and geochemical data, or by potential methods, may only imply reduction in the amount of the financial guarantees of the Minimum Exploration Program to the extent that data and information submitted to ANP have been attested according to the technical standards established by ANP.

Return of the Financial Guarantees

11.16. In the absence of outstanding issues, ANP shall issue the certificate of completion of the Minimum Exploration Program within thirty (30) days after its completion and, then, it shall return the respective financial guarantees.

11.16.1. In case of oil pledge agreements and escrow deposit, if the secured amount is lower than the amount of the guarantee adjusted under the terms above, the Contractor shall have up to sixty (60) days of receipt of the notice referred to in the preceding paragraph to update the financial guarantees.

Execution of the Financial Guarantees

11.17. If the Consortium Members do not comply with the Minimum Exploration Program, ANP shall summon the Consortium Members to pay the amount corresponding to the non-executed portion, calculated under this Agreement, within thirty (30) days, and, in case of default, it shall execute the relevant financial guarantees.

11.17.1. Receipt of the amount corresponding to the compensatory penalty for failure to implement the Minimum Exploration Program:

a) does not exempt the Consortium Members from performing the other obligations arising from the Agreement;

b) does not affect ANP's right to seek other remedies and impose any applicable sanctions for acts other than the mere failure to implement the Minimum Exploration Program;

c) does not entitle the Consortium Members to move to the Production Phase

11.18. For escrow deposit, the guarantee shall be executed upon withdrawal of the amount corresponding to the non-executed portion of the Minimum Exploration Program through correspondence between ANP and the depositary, regardless of prior authorization from the depositor.

SECTION TWELVE – DISCOVERY AND ASSESSMENT

Notification of Discovery

12.1. Any Discovery of Oil and/or Gas in the Contract Area must be notified by the Consortium Members to ANP on an exclusive basis within no more than seventy-two (72) hours.

Assessment, Discovery Assessment Plan, and Final Discovery Assessment Report

12.2. The Consortium Members may, at its discretion, proceed with the Assessment of a Discovery of Oil and/or Gas at any time during the Exploration Phase.

12.3. If the Consortium Members decide to proceed with the Discovery Assessment, they must submit a proposed Discovery Assessment Plan for ANP's approval.

12.4. ANP shall have a term of up to sixty (60) days after receipt of the Discovery Assessment Plan to approve it or reasonably notify the Consortium Members for them to make modifications.

12.4.1. The Consortium Members shall have a term of up to thirty (30) days of notification to submit the modifications to ANP, thus repeating the procedure provided for in paragraph 12.4.

12.4.2. Any changes suggested by the Consortium Members shall be communicated to ANP, and the procedure provided for in paragraph 12.4 shall apply to these changes.

12.5. Once the Discovery Assessment is completed, the Consortium Members shall submit to ANP a Final Discovery Assessment Report, which shall indicate and justify any proposal for withholding of the Development Area of the Commercial Discovery.

12.6. The Consortium Members shall be authorized to start implementation of the Discovery Assessment Plan after its approval or upon authorization of ANP.

Assessment of New Reservoir

12.7. The Consortium Members may assess a Discovery of Oil and Gas in a New Reservoir at any time during the effectiveness of the Agreement, according to the procedure provided for in Section Twelve, as appropriate.

Discovery Assessment through Extended Well Test

12.8. If the Discovery Assessment Plan contemplates the performance of a Extended Well Test, the Consortium Members shall request to ANP a specific authorization to do so.

12.9. The Cost Oil for the Extended Well Test shall be recovered in the Production Phase.

12.10. The performance of the Extended Well Test without the use or reinjection of the Natural Gas shall be limited to a term of one hundred and eighty (180) days, unless in exceptional cases, at ANP's sole discretion.

SECTION THIRTEEN – DECLARATION OF COMMERCIAL FEASIBILITY

Declaration of Commercial Feasibility

13.1. Upon compliance with the Discovery Assessment Plan approved by ANP, the Consortium Members, through notice to ANP, may, at its sole discretion, submit the Declaration of Commercial Feasibility for the Discovery.

13.1.1. The Consortium Members, on behalf of the Operating Committee, shall take the measures necessary to notify the Declaration of Commercial Feasibility to ANP.

13.1.2. If it has not been submitted to ANP yet, the Final Discovery Assessment Report shall accompany the Declaration of Commercial Feasibility.

13.1.3. For purposes of the provisions in paragraph 15.2, the Declaration of Commercial Feasibility shall only be effective after ANP's approval for the Final Discovery Assessment Report.

13.2. Failure to submit the Declaration of Commercial Feasibility within the term established in this Agreement entails the lawful termination of the Agreement regarding the relevant area retained for the Discovery Assessment.

13.3. The fact that the Operating Committee submits one or more Declarations of Commercial Feasibility does not exempt the Consortium Members from compliance with the Minimum Exploration Program.

Postponement of the Declaration of Commercial Feasibility

13.4. If the main accumulation of hydrocarbons discovered and assessed in a Contract Area is Natural Gas, the Consortium Member may request to ANP an authorization to postpone the Declaration of Commercial Feasibility in up to five (5) years, in the following cases:

a) lack of market for the Natural Gas to be produced, expected to be created in less than five (5) years;

b) lack or inadequacy of infrastructure for handling of the Natural Gas to be produced by the Consortium Member, expected to be implemented in less than 5 (five) years.

13.5. If the main accumulation of hydrocarbons discovered and assessed in a Contract Area is Oil, the Consortium Member may request to ANP an authorization to postpone the Declaration of Commercial Feasibility in up to five (5) years, in the following cases:

1. lack of technology for the Production, Outflow, or refining, expected to be created in less than 5 (five) years.

2. the volume of the Discovery is such that its commercial feasibility depends on additional Discoveries to be made in the same Block or in adjacent Blocks, aiming at the joint Development of all Operations.

13.6. The Consortium Member may request ANP that the period for postponement of the submission of the Declaration of Commercial Feasibility is extended for five (5) additional years.

13.7. If ANP, at its sole discretion, considers that the reason that caused the postponement provided for in paragraphs 13.4 and 13.5 has been overcome, it shall notify the Consortium Member, which shall have a term of up to thirty (30) days to, at its sole discretion, submit the Declaration of Commercial Feasibility.

13.7.1. If it decides to submit the Declaration of Commercial Feasibility, the Consortium Member shall, within one hundred and eighty (180) days of the

notice provided for in paragraph 13.7, submit a Development Plan for approval of ANP, and paragraph 15.2 shall not apply.

13.8. During extension of the term for submission of the Declaration of Commercial Feasibility, the Agreement shall be suspended with respect to the area previously retained for Discovery Assessment.

13.9. Extension of the term for submission of the Declaration of Commercial Feasibility shall apply exclusively to the area previously retained for Discovery Assessment.

CHAPTER IV - DEVELOPMENT AND PRODUCTION

SECTION FOURTEEN – PRODUCTION PHASE

Start and Duration

14.1. The Production Phase shall begin on the date of submission of the Declaration of Commercial Feasibility and shall last only while this Agreement is effective.

Relinquishment of the Contract Area

14.2. After the Production Phase is completed, the Contract Area shall be relinquished to the Federal Government.

14.3. The Consortium Members shall submit to the Contracting Party and to ANP, up to thirty-six (36) months before the earlier of the end of the effectiveness of the Agreement or the estimated depletion of commercially extractable volumes, a report with information on:

a) mechanical condition of the wells;

b) Outflow lines;

c) Production plans;

d) equipment and other assets;

e) prospect of additional Production;

f) prospect of Field depletion;

g) agreements with current suppliers; and

h) other relevant considerations.

14.4. The Consortium Members must submit to ANP a Facility Decommissioning Program, detailing all actions required for the decommissioning of the facilities, within no less than three hundred and sixty-five (365) days before the end of Production.

14.5. ANP shall have one hundred and eighty (180) days of the date of receipt of the Facility Decommissioning Program to approve it or request the Consortium Members to make the modifications it deems applicable.

14.5.1. If ANP requests modifications, the Consortium Members shall have a term of up to sixty (60) days of receipt of notification to submit them, thus repeating the procedure provided for in paragraph 14.5.

14.5.2. The activities provided for in the Facility Decommissioning Program may only start upon ANP's express authorization.

14.6. ANP may determine that the Consortium Members do not plug certain wells or decommission or remove certain facilities and equipment.

14.7. This Agreement shall only be terminated for a certain Development Area or Field after compliance with the Facility Decommissioning Program approved by ANP, with immediate relinquishment of the relevant area.

14.8. In case the Facility Decommissioning Program indicates a prospect of additional Production after the end of the effectiveness of the Agreement, the Contracting Party may, based on ANP's opinion, determine the actions for ensuring continuity of the Production Operations.

14.8.1. Upon occurrence of the provisions in paragraph 14.8, the Operator shall propose to the Operating Committee an operational continuity plan, which shall include:

a) the assignment of agreements with suppliers of the Consortium;

b) the possibility of acquiring properties which useful life extends beyond the effectiveness of the Agreement.

SECTION FIFTEEN – DEVELOPMENT PLAN

Content

15.1. The Development Plan shall observe:

a) rationalization of the Production;

b) the control of the decline in reservoirs;

c) reduction in the burning of Natural Gas and greenhouse gas emissions to the atmosphere;

d) the system for reuse or reinjection of the Associated Gas; provided that only the burning of Natural Gas in flares shall be allowed for reasons of safety, emergency, and commissioning, pursuant to the Applicable Laws and Regulations;

e) the proper treatment of contaminants and natural resources resulting from the Production activities, avoiding disposal into the environment; and

f) incorporation of criteria related to the decommissioning of the facilities in the definitions of the field development project.

Deadlines

15.2. The Consortium Members shall submit the Development Plan to ANP within one hundred and eighty (180) days of receipt by the Operator of a communication of approval of the Final Discovery Assessment Report.

15.2.1. If the Declaration of Commercial Feasibility is delayed, as provided for in paragraphs 13.4 and 13.5, the Development Plan shall be submitted on the date of the Declaration of Commercial Feasibility.

15.3. Untimely submission of the Development Plan causes the Consortium Members to be subject to the sanctions provided for in Section Thirty-One and in the Applicable Laws and Regulations.

15.4. Upon evidence of failure to submit the Development Plan within the term provided for in paragraph 15.2, ANP shall notify the Consortium Members so that they submit the Plan within no more than ten (10) days, after which the Agreement shall be lawfully terminated with respect to the relevant Development Area.

Development Area

15.5. The Development Area shall encompass all Deposits to be produced.

15.6. The Development Area must be delimited based on data and information obtained during the execution of the Exploration Phase and the Discovery Assessment, according to the Best Practices of the Oil Industry.

15.7. During the Development Phase, the Consortium Members may request ANP to change the Development Area in order to incorporate other plots from the Contract Area, as long as, cumulatively:

a) one or more Deposits are verified to be extrapolating the Development Area; and

b) the plots intended to be incorporated have not been relinquished by the Concessionaire in compliance with the provisions of the Agreement.

15.8. The Development Area to be retained shall be the one included in the Final Discovery Assessment Report approved by ANP.

15.9. The Consortium Members shall retain, of the Development Area, only the Field area approved by ANP in the scope of the Development Plan.

15.9.1. The Consortium Members must immediately relinquish the remaining plots to ANP, pursuant to the provisions in paragraphs 3.5 and 3.6.

Approval and Implementation of the Development Plan

15.10. ANP shall have one hundred and eighty (180) days of the date of receipt of the Development Plan to approve it or request the Consortium Members to make the modifications it deems applicable.

15.10.1. If ANP does not reply within this term, the Development Plan shall be deemed approved, and ANP's power/duty to demand revisions whenever necessary is not waived.

15.10.2. If ANP requests modifications, the Consortium Members shall submit the modified Development Plan within the term determined by ANP, thus repeating the procedure provided for in this paragraph 15.10.

15.10.3. Disapproval of the Development Plan by ANP, taking into account the provisions of this Section, implies the lawful termination of the Agreement with respect to the relevant Development Area.

15.11. Until the Development Plan is approved, the Consortium Members may not carry out any work or conduct any Operations in the Field area, except upon the prior approval of ANP.

15.11.1. The request for early Production shall be substantiated and observe the precepts for preserving oil resources, ensuring operational safety, and preserving the environment.

15.12. The Consortium Members shall conduct all Operations in the Field area according to the Development Plan.

15.13. Any Discovery of a New Oil and Gas Reservoir shall be notified to ANP by the Consortium Members, on an exclusive basis, no later than seventy two (72) hours after that. The notice shall be followed by all relevant data and information available.

15.13.1. Incorporation of the New Reservoir into the Field shall be preceded by a Discovery Assessment Plan approved by ANP, except when its immediate incorporation is expressly authorized by ANP.

15.14. The Commercial Discovery shall only be incorporated into the Field Production system after ANP's approval for the Final Discovery Assessment Report and revision of the Field Development Plan, except when expressly authorized by ANP.

Revisions and Amendments

15.15. The Development Plan shall be revised or amended in the following cases:

a) as required by ANP or at the request of the Consortium Members if, at any time, it fails to comply with the Applicable Laws and Regulations or the Best Practices of the Oil Industry;

b) at the request of the Consortium Members, in case of changes in the technical or economic conditions assumed in its preparation.

15.16. The provisions included in paragraph 15.10 shall apply to the revisions of the Development Plan as appropriate, including regarding the disapproval of the revisions by ANP.

Buildings, Facilities, and Equipment

15.17. The Consortium Members shall be responsible for all buildings and facilities and for the supply of equipment for extraction, Treatment, collection, storage, measurement, and Transfer of the Production.

15.17.1. The Consortium Members' definition of the actions related to paragraph 15.17, including with respect to the contribution of the required resources, shall be mandatory in order to characterize the commercial feasibility and Develop the Discovery.

SECTION SIXTEEN – PRODUCTION START DATE AND ANNUAL PRODUCTION PROGRAMS

Production Start Date

16.1. The Field Production shall start within no more than five (5) years of the date of submission of the Declaration of Commercial Feasibility, extendable at the Contracting Party's discretion based on ANP's opinion.

16.1.1. The Consortium Members shall keep ANP informed about the forecasts as to the Field Production Start Date.

16.1.2. The Consortium Members shall notify ANP about the Production Start Date within twenty-four (24) hours after such date.

16.1.3. The Production of Oil and/or Gas at a Production Facility may only be started after completion of the installation of a system for use or reinjection of Natural Gas, except in the cases expressly authorized by ANP, in order to reduce burning of Natural Gas.

Annual Production Program

16.2. The Annual Production Program shall not provide for a variance equal to or higher than ten percent (10%) of the amount provided for in the Development Plan.

16.2.1. Any variance equal to or higher than ten percent (10%) shall be based on the Applicable Laws and Regulations and the Best Practices of the Oil Industry.

16.3. The Consortium Members shall submit to ANP the Annual Production Program for the calendar year in which the Production starts at least sixty (60) days before the Production start date, as provided by the Applicable Laws and Regulations.

16.4. The Consortium Members shall submit to ANP the Annual Production Program for the subsequent year for the Field by October 31st of each calendar year, as provided by the Applicable Laws and Regulations.

Approval of the Annual Production Program

16.5. ANP shall have thirty (30) days of receipt of the Annual Production Program to approve it or request the Consortium Members to make the modifications it deems applicable.

16.5.1. If ANP requests modifications, the Consortium Members shall resubmit the Annual Production Program including such changes within thirty (30) days of the date of request.

16.5.1.1. If the Consortium Members disagree with the proposed modifications, they may discuss them with ANP aiming at adjusting the modifications to be implemented in the Annual Production Program where ANP deems appropriate and according to the Best Practices of the Oil Industry.

16.6. If, at the beginning of the period referred to in certain Annual Production Program, ANP and the Consortium Members are discussing any modifications proposed by ANP due to the application of the provisions in paragraph 16.5, the lowest Production level among those proposed by the Consortium Members and ANP shall be used in any month and until final definition of the Annual Production Program.

Revision

16.7. ANP and the Consortium Members may agree, at any time, on the revision of an ongoing Annual Production Program, provided that such revision complies with the provisions of paragraphs 16.2 to 16.6.

16.7.1. When the revision is proposed by ANP, the Consortium Members shall have thirty (30) days of receipt of the notice to discuss it with ANP and submit a revised Annual Production Program.

Authorized Variance

16.8. The volume produced in the Field each month may not vary by more than fifteen percent (15%) when compared to the Production volume expected for the corresponding month in the Annual Production Program.

16.8.1. A variance greater than such percentage shall be allowed due to technical reasons, acts of God, force majeure, or similar causes that shall be assessed by ANP.

16.8.2. The Consortium Members shall submit the justification to ANP by the fifteenth (15^{th}) day of the month following the variance.

Temporary Interruption of Production

16.9. The Consortium Members may request ANP to approve, upon prior request, the interruption of Production in one Field for a maximum period of one year, except for emergency events, act of God, force majeure, or similar causes, when the interruption shall be immediately informed.

16.10. ANP shall assess the request within sixty (60) days and may request clarification from the Consortium Members.

16.10.1. The assessment deadline may be renewed for the same period.

16.11. Interruption of the Production shall not entail suspension of the term of the Agreement.

SECTION SEVENTEEN – MEASUREMENT AND AVAILABILITY OF THE PRODUCTION SHARING

Measurement

17.1. As of the Production start of each Development Area or Field, the Consortium Members shall measure, from time to time, on a regular basis, the volume and quality of the Oil and Gas produced at the Measurement Point.

17.1.1. The measurement methods, equipment, and tools established in the respective Development Plan and in the Applicable Laws and Regulations shall be used.

Sharing Point

17.2. The Oil and Gas Sharing Points shall be defined for each Module of the Development Phase in the Development Plan and shall coincide with the place where the Consortium shall physically provide the Production share corresponding to each Consortium Member or to whom it indicates.

17.2.1. Measurement at the Sharing Points shall be inspected by ANP.

17.3. Any possible difference in volume between the Measurement Point and the Sharing Point shall be deemed an operating loss under the sole responsibility of the Contractor and not recoverable as Cost Oil, except for the provisions in paragraph **Erro! Fonte de referência não encontrada.**8.

Monthly Production Reports

17.4. The Consortium Members shall submit to ANP a monthly report on the Production of each Development Area or Field.

17.4.1. The report shall be submitted by the fifteenth (15th) day of each month, starting from the month following the Production start.

Production Availability

17.5. The Contractor shall be ensured the free use of the volumes of Oil and Gas granted thereto pursuant to paragraph 17.7.

17.6. The Oil and Gas volumes produced shall be made available in compliance with the Oil or Gas Availability Agreement to be entered into by and between the Consortium Members before the beginning of the Production and the Extended Well Tests.

Supply to the Domestic Market

17.7. In emergency situations that may put at risk the domestic supply of Oil and Gas, as well as their by-products, ANP may determine that the Contractor limit its exports of these hydrocarbons.

17.7.1. An emergency situation is that so enacted by the President of the Republic.

17.7.2. The Production share with limited export shall be directed to serve the Brazilian market or to compose strategic inventories for the Country.

17.7.3. ANP shall notify the Contractor on the limitation to exports upon at least thirty (30)-day notice.

17.7.4. The Production share to which the restriction on free use applies shall be determined every month with respect to the proportion of the Contractor's share in the domestic Oil and Gas Production for the immediately preceding month.

Consumption in the Operations

17.8. The Consortium Members may use as fuel, in the Operations, Oil and Gas produced in the Contract Area, provided that in quantities authorized by ANP.

17.8.1. The Consortium Members shall inform ANP, upon substantiated notice, the quantity of Oil and Gas consumed in the Operations and the purpose of its use.

17.8.2. The Consortium Members shall include such information in the Monthly Production Reports.

17.8.3. The volumes of Oil and Gas consumed in the Operations shall be calculated for purposes of calculation of the Royalties provided for in Section Six.

Performance of Tests

17.9. Data, information, results, interpretations, models of static and dynamic Reservoirs, and the flow regimes obtained from formation tests, Extended Well Tests, or Early Production Systems during execution of the Operations of this Agreement shall be submitted to ANP and the Manager immediately after their obtaining or completion or within the term defined in the Applicable Laws and Regulations.

17.9.1. Information shall also contemplate the volumes of Oil, Gas, and water produced.

17.9.2. For Extended Well Tests, the information shall be submitted to ANP in accordance with the frequency established in the approved Discovery Assessment Plans.

17.10. The Production and transportation arising from Extended Well Tests and Early Production Systems shall be reported through the monthly Production Report.

17.10.1. The Cost Oil for the Extended Well Tests shall be recovered only in case of Commercial Discovery.

17.10.2. Royalties are payable due to the Production of Oil and Gas arising from Extended Well Tests.

17.11. The original acquisition by the Contractor of the Production volume corresponding to the due Royalties, in case of Extended Well Tests, shall occur in the Production Phase, as the case may be.

Oil and Gas Losses and burning of Natural Gas

17.12. Oil and Gas losses occurred under the responsibility of the Contractor, as well as burning of Natural Gas in flares, shall be deducted from the share of the Profit Oil to which the Contractor is entitled after the Production Sharing.

17.12.1. Burning of Natural Gas in flares shall only be allowed for reasons of safety, emergency, and commissioning, and the maximum volume is specified in the Applicable Laws and Regulations.

SECTION EIGHTEEN – INDIVIDUALIZATION OF PRODUCTION

Production Individualization Agreement

18.1. The terms and conditions of the Production Individualization Agreement bind the Consortium Members and the Concessionaires, except for those granting prerogatives to PPSA due to its capacity of representative of the Contracting Party to the Agreement.

18.2. The terms and conditions of the Production Individualization Agreement contemplated by arts. 34 and 35 of Law No. 12,351/2010 may only be changed upon

consensus between the Consortium Members and the Concessionaires and prior approval of ANP.

New Individualization of Production

18.3. The procedure of Individualization of Production of Oil and Gas shall be started under the Applicable Laws and Regulations if it is identified that the Deposit extends beyond the Contract Area.

18.4. The Agreement and the Commitment for Individualization of Production shall be prepared under the Applicable Laws and Regulations.

CHAPTER V - EXECUTION OF OPERATIONS AND JOINT OPERATIONS

SECTION NINETEEN – EXECUTION OF OPERATIONS BY THE CONSORTIUM MEMBERS

Indication of the Operator by the Contractors

19.1. The Operator is designated by the Contractors to, on their behalf:

a) conduct and perform the Operations provided for in this Agreement;

b) submit plans, programs, guarantees, proposals, and communications to ANP; and

c) receive replies, requests, proposals, and other communications from ANP.

19.2. The Operator shall be responsible for full compliance with all the Contractors' obligations set forth in this Agreement related to any aspect of the Operations and the payment of the Government Shares, without prejudice to the joint liability of the other Contractors.

19.3. The Operator may resign from its function, at any time, upon submission of a request to ANP pursuant to Section Thirty and the Applicable Laws and Regulations.

19.4. The Operator may be removed by ANP in case of failure to comply with any of the sections of this Agreement if it does not cure its default within ninety (90) days of receipt of the notice from ANP indicating the alleged default.

19.5. In the cases provided for in paragraphs 19.3 and 19.4, the Contractors shall indicate a new Operator, pursuant to the provisions in paragraph 1.2.10 and, as applicable, in Section Thirty.

19.6. The new Operator indicated by the Contractors may only develop its activities after the indication is authorized by ANP, assuming all rights and obligations provided for in this Agreement.

19.7. The resigning or removed Operator shall transfer to the new Operator the custody of all properties used in the Operations, accounting records, files, and other documents related to the Contract Area and the Operations at stake.

19.7.1. After transfer, the resigning or removed Operator shall be released and exonerated from all obligations and responsibilities arising from its position of Operator after the date of such transfer.

19.7.2. The resigning or removed Operator shall remain liable for any acts, incidents, or circumstances incurred related to its position of Operator during its management.

19.8. ANP may, as a condition to approve a new Operator, require the latter and the resigning or removed Operator to take the necessary actions to transfer all information and other aspects related to this Agreement.

19.8.1. ANP may require an audit and inventory be performed until transfer of the Operations to the new Operator.

19.8.2. The audit and inventory costs shall be paid by the Contractors.

19.9. If there is only one Contractor, it shall be the designated Operator in the Contract Area.

Diligence to Conduct Operations

19.10. The Consortium Members shall plan, prepare, implement, and control the Operations in a diligent, efficient and appropriate manner, pursuant to the Applicable Laws and Regulations and the Best Practices of the Oil Industry, always respecting the provisions in this Agreement and not performing any act that characterizes or may characterize a violation of the economic order.

19.11. The Consortium Members shall, in all Operations:

a) adopt the measures required for preservation of oil resources and other natural resources and for the protection of human life, properties, and environment, pursuant to Section Twenty-Six;

b) respect the applicable technical, scientific, and safety rules and procedures, including as to the recovery of fluids, aiming at the rationalization of production and the control of the decline in the reservoirs;

c) employ, whenever appropriate and economically justified, at ANP's discretion, technical experiences and more advanced technologies, including the ones that can increase the economic yield and the Production of the Deposits.

19.12. It is the Operator's duty to:

a) maintain minimum personnel, domiciled in Brazil, fluent in Portuguese, able to manage the daily Operations in an efficient and effective manner, as well as to respond to incidents in an appropriate and immediate way;

b) continuously monitor all activities involving operational, environmental, or human health risks, through a monitoring center, necessarily located in Brazil;

c) participate in the preparation and formally approve the emergency response procedures and the studies of risk analysis of the activities performed within the scope of this Agreement, pursuant to the Best Practices of the Oil Industry;

d) establish an organizational structure and resources in Brazil with persons responsible for the operational safety in order to equalize strengths between the decisions related to the operating activities and the operational safety risk management and ensure that operational risks are taken into account with priority in the Consortium's decision-making process.

19.12.1. The personnel referred to in item "a" must be designated pursuant to the Best Practices of the Oil Industry and be directly proportional to the operational and environmental risks assumed by the Operator.

19.12.2. The monitoring center referred to in item “b” must be located onshore and provided with technology and size compatible with the risks assumed by the Operator pursuant to the Best Practices of the Oil Industry.

Licenses, Authorizations, and Permits

19.13. The Contractors shall, at their own account and risk, obtain all licenses, authorizations, and permits required under the Applicable Laws and Regulations.

19.13.1. If the licenses, authorizations, and permits referred to in the main section depend on third-party agreements, the negotiation and execution of such agreements shall be the sole responsibility of the Contractors, and the Contracting Party and ANP may provide the assistance described in paragraph 20.6.

19.14. The Contractor shall be held liable for infringement of the right to use materials and execution processes protected by trademarks, patents, or other rights, and it shall pay any obligations, liens, commissions, indemnifications, or other expenses arising from the infringement, including legal expenses.

Free Access to the Contract Area

19.15. During the effectiveness of this Agreement, the Consortium Members shall have free access to the Contract Area and its facilities.

Drilling and Abandonment of Wells

19.16. The Consortium Members shall previously notify ANP of the start of drilling of any well in the Contract Area.

19.17. The Consortium Members may interrupt the well drilling and abandon it before achieving the exploratory objective established, pursuant to the Applicable Laws and Regulations and according to the Best Practices of the Oil Industry.

19.17.1. If the well is part of the Minimum Exploration Program and does not achieve its exploratory objective established in Annex II, its drilling shall not be calculated for purposes of compliance with the Minimum Exploration Program, unless ANP, at its sole discretion, so decides.

19.18. ANP may exceptionally authorize drilling of wells in locations outside the Contract Area, due to Production Individualization Agreements or environmental issues.

Additional Work Programs

19.19. The Consortium Members may propose the performance of additional works in the Contract Area at any time, which shall be provided for in the Exploration Plan.

Data Acquisition outside the Contract Area

19.20. Upon comprehensive request from the Consortium Members, ANP may authorize Operations off the Contract Area limits.

19.21. Operations carried out off limits of the Contract Area shall not be considered for purposes of compliance with the Minimum Exploration Program, but may be recognized as Cost Oil.

19.22. Data acquired off the Contract Area limits shall be immediately classified as public after its acquisition.

19.23. The Consortium Members shall submit the data and information acquired off the Contract Area limits to ANP, pursuant to the Applicable Laws and Regulations.

SECTION TWENTY – CONTROL OF OPERATIONS AND ASSISTANCE BY ANP AND THE CONTRACTING PARTY

Monitoring and Inspection by ANP

20.1. ANP shall permanently monitor and inspect the Operations directly or through arrangements with bodies of the Federal Government, States, or the Federal District.

20.1.1. The monitoring and inspection, or the absence thereof, shall not exclude or reduce the Contractor's responsibility for full performance of the obligations undertaken in this Agreement in any way.

Monitoring by the Contracting Party

20.2. The Contracting Party may monitor the Operations at any time.

Access and Control

20.3. The Contracting Party and ANP shall have free access to the Contract Area and the ongoing Operations, equipment, and facilities, as well as all records, studies, and technical data available.

20.3.1. The Consortium Members shall provide to the representatives of the Contracting Party and ANP transportation, meals, personal protective equipment, and accommodations in the locations, under the same conditions as the ones provided to its own personnel.

20.3.2. For the purposes of survey on data, information, or assessment of responsibilities about operational incidents, the access shall be provided by the Consortium Members through the unrestricted and immediate provision

of transportation, food, personal protective equipment, and accommodation to the representatives of ANP.

20.4. The Consortium Members shall allow free access for the authorities with jurisdiction over any of their activities.

20.5. The Consortium Members shall provide information requested by ANP within the term and in the manner established.

Assistance to the Contractor

20.6. Upon request, the Contracting Party and ANP may provide assistance to the Consortium Members in obtaining the licenses, authorizations, permits, and rights referred to in paragraph 19.13.

Release from the Contracting Party's and ANP's responsibility

20.7. The Contractors, at their own account and risk, are fully responsible for execution of the Operations, and the Contracting Party and ANP are not responsible whatsoever as a result of the assistance requested and eventually provided.

SECTION TWENTY-ONE – ANNUAL WORK AND BUDGET PROGRAM

Correspondence between the Content and Other Plans and Programs

21.1. The Annual Work and Budget Programs shall strictly correspond to the other approved plans and programs.

Deadlines

21.2. The Consortium Members shall submit to ANP by October 31st of each year the Annual Work and Budget Program for the following year, pursuant to the Applicable Laws and Regulations.

21.2.1. The first Annual Work and Budget Program shall cover the remainder of the current year and shall be submitted by the Consortium Members within sixty (60) days of the date of execution of this Agreement.

21.2.2. If there is less than ninety (90) days to the end of the current year, the first Annual Work and Budget Program shall also contemplate the immediately subsequent year separately.

Reviews and Amendments

21.3. ANP shall have thirty (30) days of receipt of the Annual Work and Budget Program to approve it or request the Consortium Members to make any modifications.

21.3.1. If ANP requests modifications, the Consortium Members shall have thirty (30) days of the date of such request to resubmit the Annual Work and Budget Program with the modifications requested, thus repeating the procedure provided for in paragraph 21.3.

SECTION TWENTY-TWO – DATA AND INFORMATION

Supply by the Consortium Members

22.1. The Consortium Members shall keep ANP informed with respect to the progress, results, and terms of the Operations.

22.1.1. The Operator shall send to the Manager and ANP, as determined by ANP, copies of maps, sections, profiles, studies, interpretations, other geological, geochemical, and geophysical data and information, including data on wells, models of static and dynamic Reservoir, and flow regimes obtained from tests, in addition to reports or any other documents defined in a specific regulation and obtained as a result of the Operations and of this Agreement, containing information necessary to characterize the progress of the works and the geological knowledge of the Contract Area.

22.1.2. Under article 22 of Law No. 9,478/1997, the technical inventory formed by data and information on the Brazilian sedimentary basins are an integral part of the national oil resources, and the Consortium Members shall submit such data and information, including those regarding the geological, geophysical, and geochemical modeling of the Contract Area, to ANP.

22.1.3. ANP shall ensure compliance with the confidentiality periods, pursuant to the Applicable Laws and Regulations.

22.2. The quality of the copies and other reproductions of data and information referred to in paragraph 22.1.1 shall be as reliable and standard as the respective originals, including with respect to color, size, legibility, clarity, compatibility, and other relevant characteristics.

Processing or Analysis Abroad

22.3. The Consortium Members may dispatch rock and fluid samples or geological, geophysical, and geochemical data abroad upon the prior and express authorization by ANP.

22.3.1. The dispatch shall be allowed only in case it aims at data analysis, test, or processing.

22.3.2. The Consortium Members shall send to ANP a request related to samples or data containing:

a) justification about the need to dispatch them abroad;

b) detailed information, as well as indication of their equivalents kept in the Country;

c) detailed information about the analyses, tests, and processing to which the samples shall be submitted, with emphasis on the destructive tests, if they are performed;

d) information about the receiving institution;

e) expected date of conclusion of the analyses, tests, and processing; and

f) expected date of return to the Country, when applicable.

22.3.3. The Consortium Members shall:

a) keep a copy of the piece of information or data or equivalent of the sample in the national territory;

b) return the samples, information, or data to the Country, after performance of the analysis, test, or processing; and

c) provide ANP with the results obtained from the analyses, tests, and processing performed, provided that the terms of the Applicable Laws and Regulations are met.

SECTION TWENTY-THREE – PROPERTIES

Properties, Equipment, Facilities and Materials

23.1. The Consortium Members are exclusively responsible for directly supplying, purchasing, renting, leasing, chartering, or otherwise obtaining all properties, furniture, and real properties, including the facilities, buildings, systems, equipment, machines, materials, and supplies required to execute the Operations.

23.1.1. The purchase, rent, lease, or acquisition may be made in Brazil or abroad, pursuant to the Applicable Laws and Regulations.

Facilities or Equipment outside the Contract Area

23.2. ANP may authorize the positioning or the construction of facilities or equipment in a place outside the Contract Area, aiming at complementing or optimizing the logistic structure related to the Operations.

23.2.1. The Consortium Members must submit to ANP a justified request for positioning of facilities or equipment outside the Contract Area.

23.2.2. The justification shall contemplate technical and economic aspects, as well as the positioning or construction Project, as the case may be.

Relinquishment of Areas

23.3. In case of use of pre-existing wells or infrastructure, the Contractors shall undertake, with respect to them, the responsibilities provided for in the Agreement and in the Applicable Laws and Regulations.

23.4. In case of a Field, the plan for decommissioning and abandonment and the mechanisms to make the necessary funds available shall be provided for in the respective Development Plan and reviewed from time to time throughout the Production Phase through the Annual Work and Budget Programs.

23.4.1. The cost of decommissioning and abandonment of Operations shall be established in order to cover the activities of definitive abandonment of wells, decommissioning and removal of lines and facilities, and rehabilitation of areas, pursuant to the Applicable Laws and Regulations.

Decommissioning and Abandonment Guarantees

23.5. The Contractor shall provide a decommissioning and abandonment guarantee as of the Production Start Date, and, for that, it may use:

a) performance bond;

b) letter of credit;

c) support fund; or

d) other types of guarantees accepted at ANP's discretion.

23.6. The amount of the decommissioning and abandonment guarantee for a Development Area or Field shall be reviewed at the request of the Contractor or ANP, whenever there are events that change the cost of abandonment and decommissioning of Operations.

23.7. The guarantee provided by the Contractor shall be equivalent to the cost of decommissioning and abandonment of the infrastructure already implemented.

23.8. In the case of a guarantee provided through a support fund:

a) the Contractors shall submit to ANP, every 15th of February and August each year, supporting documentation for the contributions made, as well as inform the adjusted balance of the fund;

b) ANP may audit the procedures adopted by the Contractors in management of the support fund;

c) the balance ascertained after all Operations required for decommissioning and abandonment of the Field are conducted shall be for the sole benefit of the Contracting Party.

23.9. The provision of a decommissioning and abandonment guarantee does not exempt the Consortium Members from the obligation to execute all Operations required for decommissioning and abandonment of the Field.

Properties to be Reversed

23.10. Pursuant to articles 29, XV, and 32, paragraphs 1 and 2, of Law No. 12,351/2010, any and all personal and real properties, principal and ancillary, forming part of the Concession Area and that, at the Contracting Party's sole discretion, based on ANP's opinion, are necessary to enable continuity of the Operations or which use is considered of public interest shall become owned by the Federal Government and be managed by ANP in case of termination of this Agreement or relinquishment of plots of the Contract Area.

23.10.1. Properties subject matter of a rental, lease, or charter agreement which useful life does not extend beyond the effectiveness of the Agreement and that are used in the Operations shall not become owned by the Contracting Party or by ANP's management.

23.10.2. With respect to properties which useful life extends beyond the effectiveness of the Agreement, the Contractor shall include in the rental, lease, or charter agreement a section that allows its assignment or renewal with a future Contractor, aiming at ensuring continuity of the Operations, as provided for in paragraph 14.8.

23.11. In case properties are shared for Operations in two or more Fields, such properties may be withheld until completion of all Operations.

Removal of Non-Reversed Properties

23.12. Properties not reversed, including useless properties, shall be properly removed and disposed of by the Contractors.

SECTION TWENTY-FOUR – PERSONNEL, SERVICES, AND SUBCONTRACTS

Personnel

24.1. The Contractors shall, directly or indirectly, recruit and hire all personnel required to execute the Operations for their own account and risk, being, for all purposes of this Agreement, the sole and exclusive employers.

24.1.1. Recruitment and engagement may be performed in Brazil or abroad according to the Contractors' selection criterion, pursuant to the Applicable Laws and Regulations, also regarding the minimum percentage of Brazilian personnel employed.

24.2. The Contractors shall be exclusively and fully responsible, in Brazil and abroad, for measures regarding the entry, exit, and stay of their foreign personnel in the Country.

24.3. The Contractors shall observe what is provided for in the Applicable Laws and Regulations regarding personnel engagement, retainment, and dismissal, occupational accidents, and industrial safety, undertaking sole and exclusive responsibility for collection and payment of social-security and labor contributions and other applicable charges and allowances due for any reason, as provided by the Brazilian law.

24.4. The Contractors shall provide meals, personal protective equipment, and accommodations consistent with their personnel while on duty or commuting, specifically regarding the amount, quality, hygiene conditions, safety, and healthcare, pursuant to the Applicable Laws and Regulations.

24.5. The Contractors shall remove or replace, at any time, any of their technicians or team members due to misconduct, technical deficiency, or poor health conditions.

Services

24.6. The services may be contracted in Brazil or abroad, pursuant to the Applicable Laws and Regulations, also regarding the minimum percentage of Brazilian personnel employed.

24.7. If it contracts services from its Affiliates, the prices, deadlines, quality, and other agreed terms shall be competitive and compatible with the market practices.

24.8. The Contractors shall enforce the provisions in this Agreement and in the Applicable Laws and Regulations for all their subcontractors and suppliers.

24.9. The Contractors shall be fully and strictly liable for the activities of their subcontractors resulting, directly or indirectly, in damages or losses to the environment, the Contracting Party, the Manager, or ANP.

24.10. The Contractors shall keep the inventory and the records of all services referred to in paragraphs 24.1 and 24.6 updated, pursuant to the Applicable Laws and Regulations.

SECTION TWENTY-FIVE – LOCAL CONTENT

25.1 All conditions and requirements regarding the Local Content clause of the Concession Agreement adjacent to the area of this Agreement are maintained, as indicated in detail in Annex IX.

SECTION TWENTY-SIX – OPERATIONAL SAFETY AND ENVIRONMENT

Environmental Control

26.1. The Consortium Members shall have a safety and environment management system that complies with the Best Practices of the Oil Industry and the Applicable Laws and Regulations.

26.2. The Consortium Members shall, among other obligations:

a) ensure preservation of an ecologically balanced environment;

b) mitigate the occurrence of impacts and/or damages to the environment;

c) ensure safety of the Operations for purposes of protecting human life, the environment, and the Contracting Party's properties;

d) ensure protection of the Brazilian historical and cultural heritage;

e) repair the degraded environment pursuant to the technical solution required by the applicable environmental authority;

f) meet the operational safety and environmental preservation recommendations issued by ANP, pursuant to the Applicable Laws and Regulations.

26.3. In case of an environmental permitting process in which the applicable authority deems that a public hearing is required, the Consortium Members shall submit to ANP a copy of the studies prepared aiming at obtaining the permits at least ten (10) business days before the hearing.

26.4. The Consortium Members shall submit to ANP a copy of the environmental permits and their relevant renewals within thirty (30) days or in a shorter period, whenever necessary to support an authorization procedure that requires such documents.

26.5. During effectiveness of this Agreement, the Consortium Members shall submit to ANP the inventory of greenhouse gas emissions detailed by typology of emission source, including the destination of such gases, by May 31st of each year.

26.6. The Consortium Members shall submit to ANP and to other competent authorities the contingency plan regarding accidents due to spill of Oil, Gas, and its by-products.

26.7. The Consortium Members undertake to perform an environmental audit regarding the entire operating process for removal and distribution of Oil and Gas from the Contract Area, presenting the results to ANP.

26.8. The Consortium Members shall immediately inform ANP and the competent authorities of any occurrence arising from an intentional or accidental fact or act involving risk or damage to the environment or to human health, property damages to their own or third-party assets and properties, fatalities or severe injuries to the personnel or to third parties, or unscheduled interruptions of the Operations,

pursuant to the Applicable Laws and Regulations and the instructions provided for in manuals issued by ANP, when applicable.

26.9. The Consortium Members shall immediately inform the competent authorities about the occurrence of any spill or loss of Oil and Gas and other incidents, as well as the measures taken to solve the problem.

Social Responsibility

26.10. The Contractors shall provide a Social Responsibility and sustainability management system that meets the Social Responsibility guidelines and the Applicable Laws and Regulations.

SECTION TWENTY-SEVEN – INSURANCE

Insurance

27.1. The Contractors shall obtain and keep in force, during the effectiveness of this Agreement, insurance coverage for all cases required by the Applicable Laws and Regulations, without entailing limitation of their liability under this Agreement.

27.1.1. These insurance policies must cover:

a) properties;

b) personnel;

c) extraordinary expenses for the operation of wells;

d) cleaning, in the event of accidents;

e) decontamination, in the event of accidents; and

f) civil liability for damages to the environment and the Contracting Party's properties.

27.1.2. The Contractors shall include the Contracting Party and ANP as coinsured in the civil liability policies, which shall not impair the Contracting Party's or ANP's right to be fully reimbursed for losses and damages exceeding the indemnification received by virtue of the coverage provided for in the policy.

27.2. At ANP's sole discretion and provided that previously authorized by it, self-insurance may be accepted.

27.3. Insurance through Affiliates is accepted as long as provided by a company authorized by the Private Insurance Superintendence (SUSEP) to perform this activity and previously authorized by ANP.

27.4. The Contractor’s policies and global insurance programs may be used for the purposes of this section, provided that previously authorized by ANP.

27.5. The Contractors shall deliver to ANP, upon request, within five (5) business days, a copy of all policies and agreements regarding the insurance policies referred to in paragraph 27.1, as well as a copy of any and all amendment, change, endorsement, postponement, or extension thereof, and a copy of any and all related loss occurrence, complaint, or report.

CHAPTER VI - GENERAL PROVISIONS

SECTION TWENTY-EIGHT– CURRENCY

Currency

28.1. The currency shall be Real, for all purposes and effects of this Agreement.

SECTION TWENTY-NINE – ACCOUNTING AND FINANCIAL AUDIT BY ANP

Accounting

29.1. According to the Applicable Laws and Regulations, the Contractors shall:

a) keep all documents, books, papers, records, and other procedural documents, including all supporting documents required for determination of the Local Content and of the Government and Third-Party Shares supporting the accounting bookkeeping;

b) make the applicable entries;

c) submit the accounting and financial statements;

d) submit to ANP, on a quarterly basis, the Quarterly Expense Report under the Applicable Laws and Regulations;

e) submit to ANP the Local Content Report under the Applicable Laws and Regulations.

Audit

29.2. ANP may perform an audit, including for the statements of calculation of the Government Shares, under the Applicable Laws and Regulations.

29.2.1. The audit may be performed directly or through agreements and partnerships, according to the Applicable Laws and Regulations.

29.2.2. The Contractors shall be notified at least thirty (30) days before the audits.

29.2.3. ANP shall have comprehensive access to the books, records, and other documents referred to in paragraph 29.1, including the contracts and agreements entered into by the Contractors and related to the acquisition of goods and services for the Operations, for the last ten years.

29.2.4. The Contractors are responsible for the information provided by third parties.

29.2.5. The Contractors shall make available to ANP the respective Local Content certificates, in addition to agreements, tax documents, and other supporting records corresponding to the good or service acquired, for ten (10) years after the milestone of determination of the Local Content.

29.2.6. Any absence of audit or omission of its conclusions shall neither exclude nor reduce the Contractors' liability to fully perform the obligations of this Agreement, nor shall represent implied agreement with methods and procedures contrary to this Agreement or to the Applicable Laws and Regulations.

SECTION THIRTY– ASSIGNMENT OF THE AGREEMENT

Assignment

30.1. The Contractors' rights and obligations under this Agreement may be subject to Assignment, in whole or in part, subject to the Contracting Party's prior and express authorization, based on ANP's opinion.

30.2. The parties shall keep the Agreement terms and conditions unchanged until execution of the respective addendum, and, before execution, it is prohibited to:

a) transfer or use assets related to the Agreement object of the assignment;

b) exercise the assignee's management power over the Agreement and its execution.

30.3. Default of paragraph 30.2 constitutes Assignment without the prior and express approval of the Contracting Party.

30.4. In any case of Assignment, the right of first refusal of the other Contractors shall be observed, as provided for in Annex XI.

30.5. The Operator and the other members of the Consortium shall have, respectively, at least a thirty-percent (30%) and a five-percent (5%) share in the Agreement throughout its effectiveness.

30.6. The Contractors shall notify ANP about changes in their corporate control within thirty (30) days of registration of the charter with the effective registration agency, under the Applicable Laws and Regulations.

30.6.1. The notice provided for in paragraph 30.6 shall include the required documentation, pursuant to the Applicable Laws and Regulations.

Undivided Share in Rights and Obligations

30.7. Assignment, in whole or in part, of the Contract Area shall always represent an undivided share in the Contractor's rights, observing the joint liability of the assignor and the assignee under the Applicable Laws and Regulations.

Partial Assignment of Areas during the Exploration Phase

30.8. If the Contracting Party, based on ANP's opinion, authorizes Assignment resulting in division of the Contract Area, each of the area to be assigned and the remaining area shall be delimited by a single polygonal line determined according to criteria established by ANP.

30.8.1. The resulting areas shall be independent for all purposes, including for calculation of the Government Revenue.

30.8.2. ANP may define an additional Minimum Exploration Program for the areas to be divided.

Assignment of Areas in the Production Phase

30.9. The Assignment of a portion of a Field shall not be accepted, except as an alternative to an Individualization Agreement not materialized, at the Contracting Party's discretion, based on ANP's opinion.

Nullity of Assignment of Rights and Obligations and Need for Prior Express Approval

30.10. Any Assignment that does not comply with the provision in this Section or in the Applicable Laws and Regulations shall be lawfully null and subject to the penalties provided for in this Agreement and in the Applicable Laws and Regulations.

Approval of Assignment

30.11. ANP shall send to the Contracting Party an opinion on the requested authorization within ninety (90) days of submission of the full documentation, as required under the Applicable Laws and Regulations.

30.11.1. Upon receipt of ANP's opinion, the Contracting Party shall reply the request within sixty (60) days.

30.12. The Assignment of the Agreement shall only be authorized, except in the event of paragraph 32.4.2, when:

a) the Contractors perform the obligations in the Agreement; and

b) the assignor and the assignee, or the guaranteed party, in the events of exemption or replacement of a performance guarantee, perform all their obligations related to the government and third-party shares, in compliance with all concession agreements or production sharing agreement to which they are parties.

Effectiveness and Efficacy of the Assignment

30.13. Upon approval of the Assignment by the Contracting Party, the Agreement shall be amended so that the act is performed, except in the events of exemption or replacement of a performance guarantee and in the event provided for in paragraph 30.17, pursuant to the Applicable Laws and Regulations.

30.14. The addendum to the Production Sharing Agreement shall be effective as of its execution, under the Applicable Laws and Regulations.

30.15. Within forty-five (45) days of the execution of the addendum, the Contractor shall submit to ANP a copy of the Consortium Agreement or of the amendment filed with the applicable commercial registry.

30.16. As of the execution of the addendum, the former Contractor shall have a ninety (90)-day period to transfer all exclusive data related to the agreement assigned, whether public or confidential, to the new Contractor.

30.16.1. The new Contractor shall become the holder of the rights to exclusive data, and the deadlines for confidentiality already in progress shall remain unchanged, pursuant to the Applicable Laws and Regulations.

New Production Sharing Agreement

30.17. In the event of division of the Contract Area for any reason, a new Production Sharing Agreement shall be executed for each area resulting from the division, keeping the same terms, obligations, programs, and deadlines of the original Agreement.

30.18. Upon approval of the Assignment of the Agreement, the Contracting Party shall call ANP and the Consortium Members to execute the new Production Sharing Agreements within thirty (30) days.

30.19. The new Production Sharing Agreements entered into by the Parties shall be effective as of the date of their execution, under the Applicable Laws and Regulations.

SECTION THIRTY-ONE– RELATIVE DEFAULT AND PENALTIES

Legal and Contractual Sanctions

31.1. In case of failure to perform the obligations set forth in this Agreement or performance in a place, time, or manner other than that agreed, the Contractor shall incur the specific sanctions provided for herein and in the Applicable Laws and Regulations, without prejudice to the liability for potential losses and damages resulting from the default.

31.2. In case of failure to comply with the Applicable Laws and Regulations, the Contractor shall incur the applicable legal and administrative sanctions.

SECTION THIRTY-TWO – TERMINATION OF THE AGREEMENT

Lawful Termination

32.1. This Agreement shall be lawfully terminated:

a) upon lapse of the effective period provided for in Section Four;

b) upon completion of the Exploration Phase without performance of the Minimum Exploration Program;

c) at the end of the Exploration Phase, in case there has been no Commercial Discovery;

d) in case the Contractor fully relinquishes the Contract Area;

e) in case the Contractor exercises its right to withdraw during the Exploration Phase;

f) upon failure to deliver the Development Plan within the term established by ANP;

g) upon ANP's disapproval of the Development Plan;

h) upon refusal of the Consortium Members to execute, in whole or in part, the Production Individualization Agreement after ANP's decision;

i) upon adjudication of bankruptcy or non-approval of any Contractor's request for judicial reorganization by the competent court, pursuant to paragraph 32.4.2;

Termination upon mutual Agreement between the Parties

32.2. This Agreement may be terminated at any time upon mutual agreement between the Parties, without prejudice to performance of the obligations set forth in Section Ten.

Unilateral Termination

32.3. At any time during the Production Phase, the Contractors may terminate this Agreement only upon notice to the Contracting Party at least one hundred and eighty (180) days before the date intended to terminate the Agreement.

32.3.1. The Consortium Members may not interrupt or suspend the Production undertaken in the Annual Production Programs during the minimum period of one hundred and eighty (180) days of the date of the notice of intention to terminate.

Termination for Absolute Default

32.4. This Agreement shall be terminated upon the following events:

a) failure by the Consortium Members to perform the contractual obligations within the term established by ANP, except if they are lawfully waived;

b) judicial or extrajudicial reorganization, with no submission of an approved reorganization plan able to demonstrate to ANP its economic and financial capacity to fully perform all contractual and regulatory obligations.

32.4.1. To entail termination of the Agreement, the term referred to in item "a" may not be shorter than ninety (90) days, except when extremely urgent.

32.4.2. After confirming the absolute default, the Contractor shall be granted a ninety (90)-day period, or shorter, when extremely urgent, to formalize before ANP the request for Assignment of its undivided share in the rights and obligations of this Agreement, under penalty of imposition of the penalties provided for in Section Thirty-One, in addition to contract termination.

32.4.3. In case there is more than one Contractor, termination shall be effective only with respect to the defaulting party, which is allowed to transfer its undivided share in the rights and obligations of this Agreement to the other consortium members, upon prior and express approval of the Contracting Party, based on ANP's opinion.

32.4.4. In case the Assignment provided for in paragraphs 32.4.2 and 32.4.3 is not made, the Contracting Party shall terminate this Agreement with respect to the defaulting Contractor, without prejudice to the rights and obligations of the other Contractors regarding such termination.

Consequences of Termination

32.5. In any of the cases of termination provided for in this Agreement or in the Applicable Laws and Regulations, the Contractors shall not be entitled to any reimbursement.

32.6. Once this Agreement is terminated, the Contractors shall be liable for losses and damages arising from their default and termination, paying all applicable indemnifications and compensations, as provided by law and herein.

Option for Sanctions

32.7. The Contracting Party shall not terminate this Agreement and shall propose to ANP the imposition of the sanctions indicated in Section Thirty-One when:

a) failure by the Consortium Members to comply with this Agreement is not severe or reiterated or does not show willful misconduct or fault, at the Contracting Party's discretion, based on ANP's opinion; or

b) occurrence of a diligent action as to cure the default is confirmed.

SECTION THIRTY-THREE – ACT OF GOD, FORCE MAJEURE AND SIMILAR CAUSES

Full or Partial Exemption

33.1. The obligations undertaken in this Agreement shall only be released in the events of acts of God, force majeure, and similar causes that justify non-performance, such as administrative action or omission, *factum principis*, and unexpected disruptions.

33.1.1. Exemption from the obligations shall be exclusively related to the obligations in this Agreement which performance becomes impossible due to acts of God, force majeure, or similar causes, acknowledged by the Contracting Party, based on ANP's opinion.

33.1.2. The Contracting Party's decision, based on ANP's opinion, acknowledging the occurrence of acts of God, force majeure, or similar causes shall indicate the portion of this Agreement which performance shall be dismissed or postponed.

33.1.3. Acknowledgement of acts of God, force majeure, or similar causes does not exempt the Contractor from payment of the Government Revenue.

33.2. Notification of events that may be considered an act of God, force majeure, or similar cause shall be immediate and shall specify such circumstances, its causes and consequences.

33.2.1. Cessation of the events shall be equally notified.

Amendment, Suspension and Termination of the Agreement

33.3. After the act of God, force majeure, or similar causes are overcome, the Consortium Members shall perform the affected obligations, and the term for performance of these obligations shall be extended for the period corresponding to the duration of the event.

33.3.1. Depending on the extent and severity of the effects of the act of God, force majeure, or similar causes:

a) the Parties may agree on the amendment or termination of the Agreement;

b) the Contracting Party may, based on ANP's opinion, suspend the course of the contract term regarding the affected portion of this Agreement.

33.3.2. During interruption of the contract term, all Parties' obligations not affected by act of God, force majeure, and similar causes remain effective and enforceable.

Environmental Permitting

33.4. The Contracting Party may, based on ANP's opinion, suspend the lapse of the contract term in case of evidenced delay in the permitting procedure due to exclusive fault of the applicable environmental authorities.

33.5. As long as requested by the Consortium Members, the suspension of the lapse of the contract term for more than five (5) years may entail contract termination, and the Consortium Members shall have no right to any type of indemnification.

33.5.1. The Consortium Members shall be responsible for evidencing that, in the period between suspension of the lapse of the contract term and request for termination of the Agreement, they have not contributed to the delay of the environmental permitting process.

33.6. As long as requested by the Consortium Members, the final denial by the competent environmental authority of the permit essential to the development of the activities may entail contract termination, and the Consortium Members shall not be entitled to any type of indemnification.

33.7. The Consortium Members shall be responsible for evidencing that they did not contribute to the denial of the environmental permitting process for such denial to be considered an act of God, force majeure, and similar cause.

Losses

33.8. The Contractor shall individually and exclusively assume all losses arising from the situation of act of God, force majeure, or similar causes.

SECTION THIRTY-FOUR – CONFIDENTIALITY

Obligation of the Consortium Members

34.1. All data and information acquired, processed, produced, developed, or, in any way, obtained as a result of the Operations and the Agreement are confidential.

34.2. Data and information referred to in paragraph 34.1 may not be disclosed by the Consortium Members without ANP's prior consent, except when:

a) they are or become public by a third party authorized to disclose them;

b) there is a requirement for disclosure arising from legal obligation or court order;

c) the disclosure is made according to the rules and limits imposed by the stock exchange in which the Contractors' shares are traded;

d) the disclosure is directed to the Affiliate, consultant, or agent of the Contractor;

e) the disclosure is directed to the financial institution and insurance company to which the Contractor resorts or to a consultant thereof;

f) the disclosure is directed to a potential assignee in good faith or to its Affiliate or consultant; and

g) the disclosure is directed to a concessionaire or contractor of an adjacent area or to its Affiliate or consultant, aiming at the execution of the Production Individualization Agreement.

34.2.1. Disclosure of data and information referred to in items "d" to "g" shall be conditioned to a previous confidentiality agreement, which shall:

a) include the provisions in paragraphs 34.1 and 34.2;

b) establish that its default shall be subject to the provision in Section Thirty-One;

c) prohibit the disclosure by the third party of the data and information received without ANP's prior consent.

34.2.2. In the events provided for in items "a" to "g", the Consortium Members shall send ANP a notice within thirty (30) days of the disclosure.

34.2.2.1. The notice shall be followed by the data and/or information disclosed, the reasons for the disclosure, and the list of third parties who had access to such data and/or information.

34.2.2.2. In the events provided for in sub-items "d" to "g", the notice shall also be followed by a copy of the confidentiality agreement referred to in paragraph **Erro! Fonte de referência não encontrada.**.

34.3. The provisions in paragraphs 0 and 34.2 shall remain in effect and shall survive termination of this Agreement.

Contracting Party's and ANP's Commitment

34.4. The Contracting Party and ANP undertake not to disclose data and information obtained as a result of the Operations.

34.4.1. Such provision shall not apply in case the disclosure is due to lawful or legal imposition.

SECTION THIRTY-FIVE – NOTICES, REQUESTS, COMMUNICATIONS AND REPORTS

Notices, Requests, Plans, Programs, Reports and other Communications

35.1. Notices, requests, submission of plans, programs, reports, as well as any other communications provided for in this Agreement shall be formal and made in writing, pursuant to the Applicable Laws and Regulations.

35.1.1. If there is no specific provision in the Applicable Laws and Regulations, the communications set forth herein shall be delivered in person, upon receipt, or sent by mail, with proof of receipt.

35.1.2. Acts and communications related to this Agreement shall be written in Portuguese, including the initial incident notice, and signed by a legal representative of the Consortium Members or an attorney-in-fact with specific powers.

Addresses

35.2. The signatories' addresses are presented in Annex VIII.

35.2.1. In case of change of address, the signatory undertakes to notify the other signatories about the new address upon at least thirty (30)-day notice of the change.

Validity and Efficacy

35.3. The notices provided for in this Agreement shall be deemed valid and effective on the date they are effectively received.

Amendments to the Acts of Incorporation

35.4. The Consortium Members shall notify ANP about any amendments to its acts of incorporation, bylaws, or articles of association by sending, within thirty (30) days, copies thereof and copies of the documents for election of its managers or for evidence of the acting board of executive officers within thirty (30) days of their effectiveness.

SECTION THIRTY-SIX – LEGAL REGIME

Governing Law

36.1. This Agreement shall be executed, governed, and construed according to the Brazilian laws.

36.1.1. The parties shall observe the Applicable Laws and Regulations upon execution of this agreement.

36.1.2. ANP may issue general instructions, with no regulatory nature, on the performance of the agreement through its website.

Reconciliation

36.2. The Parties and the other signatories to this Agreement undertake to use all efforts as to amicably resolve upon any and all dispute or controversy arising from this Agreement or related thereto.

36.2.1. Such efforts shall include at least the request for a specific reconciliation meeting by the unsatisfied party, followed by its request and factual and lawful reasons.

36.2.2. The request shall be met, and the meeting shall be scheduled by the other party within thirty (30) days of the request, in the Contracting Party's, ANP's, or the Manager's offices, as the case may be. The representatives of the parties shall have powers to compromise on the matter.

36.2.3. After the meeting, if no agreement is immediately reached, the parties shall have at least thirty (30) additional days to negotiate an amicable solution.

36.3. The Parties and the other signatories may, upon agreement, resort to an independent expert in order to obtain a well-grounded opinion that may lead to the settlement of the dispute or controversy.

36.3.1. In case such agreement is signed, arbitration may only be filed after issuance of the expert's opinion.

Suspension of Activities

36.4. ANP shall decide whether to suspend or not the activities under dispute or controversy.

36.4.1. The criterion supporting the decision shall be the need to avoid a personal or property risk of any nature, especially regarding the Operations.

Arbitration

36.5. After the procedure set forth in paragraph 36.2, if one of the Parties or one of the signatories considers there are conditions for an amicable solution to the dispute or controversy referred to in such paragraph, it may submit such issue to arbitration ad hoc, using the Arbitration Rules of the United Nations Commission on International Trade Law – UNCITRAL as a parameter, according to the following precepts:

a) the arbitrators shall be appointed as determined by the Arbitration Rules of UNCITRAL;

b) three arbitrators shall be appointed. Each interested party shall choose an arbitrator. The two arbitrators so appointed shall designate the third arbitrator, who shall preside over the panel;

c) upon agreement of the interested parties, a sole arbitrator may be appointed in the events the amounts involved are not high;

d) the city of Rio de Janeiro, Brazil, shall be the seat of the arbitration and the place where the arbitration award is rendered;

e) the language of the arbitration proceeding shall be the Portuguese. However, the interested parties may support the proceeding with testimonies or documents in any other language, if the arbitrators so decide, with no need for a sworn translation;

f) any and all expenses required for installation and development of the arbitration, such as costs and advance payment of arbitrator's and expert's fees, shall be exclusively borne by the Contractor. The Contracting Party shall reimburse such amounts only upon a final conviction, as decided by the arbitrators;

g) on the merits, the arbitrators shall decide based on the Brazilian laws;

h) the arbitration award shall be final and its content shall bind the interested parties. Any amounts possibly payable by the Contracting Party or ANP shall be paid off by a special judicial order, except in the event of administrative acknowledgement of the request; and

i) if preliminary injunctions or urgent protective measures are required before arbitration, the interested Party may request them directly from the Judiciary Branch, based on the Applicable Laws and Regulations, and they shall be cancelled if arbitration is not filed within thirty (30) days of the date of effectiveness of the decision.

36.6. The interested parties may, by mutual agreement, choose to file the arbitration with the International Court of Arbitration of the International Chamber of Commerce or with another notoriously recognized, reputable arbitration panel, according to the rules of the chamber chosen, provided that the provisions of sub-items "b" to "i" of paragraph **Erro! Fonte de referência não encontrada.** are observed.

36.6.1. The interested parties shall have thirty (30) days to choose the arbitration panel. Upon disagreement, the arbitration panel shall be defined by the Contracting Party.

36.6.2. If the dispute or controversy involves only entities forming part of the Federal Public Administration, the issue may be submitted to the Chamber of Conciliation and Arbitration of the Federal Administration – CCAF of the Office of the Attorney General of the Union.

36.7. The Parties hereby represent to be aware that the arbitration addressed by this Section refers exclusively to disputes arising from the Agreement or related thereto and is intended to settle only litigations related to the equity rights available, under Law No. 9,307/1996.

Jurisdiction

36.8. For the provisions in item "i" of paragraph **Erro! Fonte de referência não encontrada.** and matters not related to the equity rights available, as provided by Law No. 9,307/1996, the Parties elect the Federal Courts – Judiciary Section of Brasília, Distrito Federal, Brazil, as the sole competent court, to the exclusion of any other court, however privileged it may be.

Continuous Application

36.9. The provisions of this section shall remain in effect and shall survive termination of this Agreement.

SECTION THIRTY-SEVEN – FINAL PROVISIONS

Execution of the Agreement

37.1. The Contractor shall, during the entire execution of the Agreement, keep all eligibility and qualification conditions required by the bidding process compatible with the obligations undertaken thereby.

Amendments and Addenda

37.2. Omission or forbearance by any of the Parties to require compliance with the provisions of this Agreement, as well as acceptance of a performance other than the required in the agreement, shall not imply novation or limit such Party's right to subsequently impose compliance with these provisions or require a performance consistent with what is required in the agreement.

37.3. Any amendments or addenda to this Agreement shall observe the Applicable Laws and Regulations and shall only be valid if formally made in writing and signed by the representatives of the Parties.

Disclosure

37.4. The Contracting Party shall cause all or part of the terms of this Agreement to be published in the Federal Official Gazette, for validity *erga omnes*.

IN WITNESS WHEREOF, the Parties sign this Agreement in [enter the number of counterparts] counterparts of equal form and content for a single effect, in the presence of the witnesses below.

Date, Place, Signatories

ANNEX I – CONTRACT AREA

Cartographic parameters used for the coordinates.

(Include information on the Sedimentary Basin and Exploration Block, following ANP's Grid)

ANNEX II – MINIMUM EXPLORATION PROGRAM

Minimum Exploration Program and its Financial Guarantees

Indication of the Area	Area (km²)	Exploratory Well	Minimum Depth of the well (age)	2D Seismic (km)	3D Seismic (km²)	Amount of the Financial Guarantee for the Exploration Phase (R$)
Amount of the Guarantee per activity (in words)						

Exploration Phase

Exploration Phase Duration (years)
XX (XXXX)

For purposes of compliance with the Minimum Exploration Program, the time elapsed between the date of purchase of data and the date of completion of the data acquisition campaign shall be of up to five (5) years. The Consortium Members may replace five (5) linear kilometers of non-exclusive 2D seismic surveys with one (1) km² of non-exclusive 3D seismic surveys.

ANNEX III – FINANCIAL GUARANTEE OF THE EXPLORATION ACTIVITIES

Financial guarantees shall be provided for the Minimum Exploration Program as irrevocable letters of credit, performance bond, or oil and gas pledge agreement, under the conditions established in the tender protocol of the Contract Area.

(Attach a copy of the Financial Guarantee of the Minimum Exploration Program)

ANNEX IV – PERFORMANCE GUARANTEE

(Attach a copy of the document submitted as performance guarantee pursuant to the tender protocol, if applicable.)

ANNEX V – GOVERNMENT REVENUE

Pursuant to article 29, X, of Law No. 12,351/2010, the Contractor shall pay the following Government Revenue:

a) Signature bonus in the amount of XXX Reais (R$XXX), paid as follows:

    i. XXX Reais (R$XXX) through the Federal Government Payment Form (GRU), directly to the National Treasury Secretariat's account, and

    ii. XXX Reais (R$XXX), directly to the Manager's account.

b) Royalties in the amount corresponding to fifteen percent (15%) of the Total Volume of Production of Oil and Gas in the Contract Area.

ANNEX VI – GENERAL INSTRUCTIONS FOR THE EXPLORATION PLAN

General Considerations

1.1. The general instructions for the Exploration Plan define the objective and the content and set the procedures for its submission to the National Agency of Petroleum, Natural Gas and Biofuels – ANP.

1.1.1. The Exploration Plan shall encompass at least the Minimum Exploration Program.

1.1.2. Development of the activities of the Minimum Exploration Program may start before approval of the Exploration Plan, as long as ANP is previously notified.

1.1.3. The first Exploration Plan shall be submitted by the Consortium Members no later than one hundred and twenty (120) days of the date established in the Agreement for creation of the Operating Committee.

1.1.4. In case the Consortium Members are interested in developing exploration activities additional to the Minimum Exploration Program, they shall submit a revised Exploration Plan to ANP upon at least one hundred-twenty (120)-day notice from the beginning of such activities.

1.1.5. The activities additional to the Minimum Exploration Program shall start after approval of the Exploration Plan.

1.1.6. At its sole discretion, ANP may authorize the beginning of the activities additional to the Minimum Exploration Program before approval of the Exploration Plan.

1.1.7. ANP shall have sixty (60) days of receipt of the Exploration Plan to approve it or require modifications by the Consortium Members.

1.1.7.1. If ANP requires such modifications, the Consortium Members shall submit them within sixty (60) days of such request, thus repeating the procedure provided for in paragraph 1.1.7.

1.1.7.2. The development of the Exploration activities already initiated shall be interrupted if reasonably required by ANP.

Objective

1.2. The Exploration Plan shall:

a) be prepared according to the instructions for its approval contained in this Annex;

b) include information sufficiently comprehensive and detailed for its approval; and

c) allow ANP to know, monitor, and inspect the exploration activities contained therein.

Content of the Exploration Plan

1.3. The Exploration Plan shall include:

a) identification of the Consortium Members and the Operator;

b) identification of the Contract Area;

c) name of the Sedimentary basin;

d) number of the Agreement;

e) schedule of the exploration activities of the Exploration Plan and expected annual budgets, based on the attached spreadsheet;

f) expected minimum percentage of Local Content to be contracted; and

g) executive summary, which shall contemplate the geological context in which the Contract Area is included (including location map) and description of the expected exploration activities, presenting its justifications.

1.4. The approval of the Exploration Plan by ANP does not entail automatic recovery of the costs provided for therein.

Changes in the Exploration Plan

1.5. Any change in the Exploration Plan shall be formally notified to ANP and accompanied by the technical justifications that caused it.

1.6. ANP shall have 60 days to review and, as the case may be, approve the changes proposed for the Exploration Plan.

1.7. ANP may, at any time, request additional information it deems relevant, as well as verbal explanation of the Exploration Plan and its revisions.

1.8. Changes in the Exploration Plan do not exempt the Consortium Members from fully complying with the Minimum Exploration Program.

1.9. The approval of the Completion Report of the Exploration Plan by ANP does not entail automatic recovery of the costs provided for therein.

Table 1: Form of Exploration Plan Spreadsheet

DESCRIPTION			UNIT	ACTIVITIES – EXPLORATION PLAN				BUDGET – EXPLORATION PLAN (R$ THOUSANDS)				EXPECTED LOCAL CONTENT
				YEAR				YEAR				
				ONE	TWO	THREE	FOUR	ONE	TWO	THREE	FOUR	
1 – SURVEYS												
1.1 – GEOPHYSICAL												
1.1.1 – GRAVIMETRY												
ACQUISITION			km									
PROCESSING			mh									
INTERPRETATION			mh									
1.1.2 – MAGNETOMETRY												
ACQUISITION			km									
PROCESSING			mh									
INTERPRETATION			mh									
1.1.3 – OFFSHORE SEISMIC ACQUISITION	2D	ACQUISITION	km									
		PROCESSING	mh									
		INTERPRETATION	mh									
	3D	ACQUISITION	km²									
		PROCESSING	mh									
		INTERPRETATION	mh									
1.1.4 – ONSHORE	2D	ACQUISITION	km									

DESCRIPTION			UNIT	ACTIVITIES – EXPLORATION PLAN				BUDGET – EXPLORATION PLAN (R$ THOUSANDS)				EXPECTED LOCAL CONTENT
				YEAR				YEAR				
				ONE	TWO	THREE	FOUR	ONE	TWO	THREE	FOUR	
SEISMIC ACQUISITION		PROCESSING	mh									
		INTERPRETATION	mh									
	3D	ACQUISITION	km²									
		PROCESSING	mh									
		INTERPRETATION	mh									
1.1.5 – ELECTROMAGNETIC												
ACQUISITION			km/receiver									
PROCESSING			mh									
INTERPRETATION			mh									
1.2 – GEOCHEMICAL (PLEASE SPECIFY)												
ACQUISITION												
PROCESSING			mh									
INTERPRETATION			mh									
1.3 – OTHER SURVEYS (PLEASE SPECIFY)												
ACQUISITION												
PROCESSING			mh									
INTERPRETATION			mh									
2 – (RE)PROCESSING (PLEASE SPECIFY)												
			mh									
3 – INTERPRETATION (PLEASE SPECIFY)												

DESCRIPTION	UNIT	ACTIVITIES – EXPLORATION PLAN				BUDGET – EXPLORATION PLAN (R$ THOUSANDS)				EXPECTED LOCAL CONTENT
		YEAR				YEAR				
		ONE	TWO	THREE	FOUR	ONE	TWO	THREE	FOUR	
	mh									
4 – STUDIES										
4.1 – GEOPHYSICAL (PLEASE SPECIFY)										
4.2 – GEOLOGICAL (PLEASE SPECIFY)										
4.3 – GEOCHEMICAL (PLEASE SPECIFY)										
5 – OTHER (PLEASE SPECIFY)										
6 – ENVIRONMENT										
6.1 – ENVIRONMENTAL PERMITTING	Facilities									
7 – WELL										
7.1 – DRILLING										
7.2 – WELL ASSESSMENT										
7.3 – PETROPHYSICAL ANALYSES										
7.4 – LOGGING										
7.5 – FORMATION TESTS										

Completion of the Exploration Plan Spreadsheet

1.10. The following information should be included in the heading of the Exploration Plan:

a) year in which the program shall be developed;

b) Contract Area in which the program shall be developed;

c) Sedimentary Basin and state where the area is located;

d) name of the Operator of the Contract Area;

e) number of the agreement;

f) issue date (date on which the document shall be submitted to ANP).

1.11. The surveys necessary for terrestrial or marine data acquisition through the gravimetric, magnetometric, and seismic methods shall be indicated in the field geophysical surveys, item 1.1 of the Exploration Plan spreadsheet.

1.11.1. The measurement units of these works are:

a) gravimetric: kilometer (km);

b) magnetometric: km;

c) 2D seismic: km

d) 3D seismic: square kilometer (km^2).

1.12. The surveys necessary for geochemical data acquisition onshore or offshore, on the surface or subsurface (Oil Slick, Piston Core, etc.), shall be indicated in the field geochemical surveys, item 1.2 of the Exploration Plan spreadsheet.

1.12.1. The measurement unit of these works shall be filled out according to the type of work developed.

1.13. Any other type of survey not specified in other items, such as Ground Penetrated Radar (GPR), Vertical Seismic Profile (VPS), etc., shall be indicated in the field other surveys, item 1.3 of the Exploration Plan spreadsheet.

1.13.1. The measurement units of these works correspond to each type of survey, namely:

a) Acquisition: when any of the abovementioned surveys are not exclusive, such specification must be indicated next to the survey type, between parentheses.

b) Processing: indicate the processing of data from geophysical, geological, and geochemical surveys conducted during the reference year or in preceding years. The type of processing or reprocessing developed must be specified. The measurement unit of processing or reprocessing shall be km or km^2.

c) Interpretation: refers to the interpretation of geophysical, geological, and geochemical data already processed or reprocessed. The measurement unit for interpretation shall be man-hour (mh).

1.14. Any expected type of geophysical, geological, and geochemical study, such as, for example: AVO, Seismic Modeling, Petrophysical Modeling, Thin-Section or Sample Analysis, Oil Analysis, etc., shall be indicated in the field studies, item 4 of the Exploration Plan spreadsheet. If any, the study shall be specified.

1.14.1. The measurement unit of these studies shall be filled out according to the type of study carried out.

1.15. Any other type of (physical) service not specified in the preceding items shall be indicated in the field other, item 5 of the Exploration Plan spreadsheet.

1.15.1. Management fees, support staff expenditures, indirect costs, etc., shall not be included in this item.

1.16. The number of permits to be obtained before environmental authorities for the development of the Exploration activities shall be indicated in the field environmental permitting, item 6.1 of the Exploration Plan spreadsheet.

1.17. The number of wells to be drilled shall be indicated in the field drilling, item 7.1 of the Exploration Plan spreadsheet, specifying the expected depth between parentheses.

1.18. The amount and types of petrophysical analyses, the amount and types of logging; and the amount and type of formation tests shall be indicated in the field well assessment, item 7.2 of the Exploration Plan spreadsheet.

1.19. The investments necessary for execution of the Exploration Plan shall be included in the columns related to the Exploration Plan budget.

1.19.1. The spreadsheet amounts shall be specified in R$ (Reais).

1.19.2. The exchange rate, for purposes of conversion from U.S. Dollars to Reais, shall be the official selling exchange rate (BACEN/Ptax selling), published by the Central Bank of Brazil, of the last business day of the month immediately preceding the month of submission of the data and information obtained.

1.20. The local content percentage of the goods and services to be directly or indirectly purchased by the Contractor, related to investments in the Exploration Operations in the Contract Area shall be included in the column Expected Local Content of the Exploration Plan.

ANNEX VII – PROCEDURES FOR CALCULATION OF COST AND PROFIT OIL

SECTION I – PRELIMINARY PROVISIONS

1.1. The Contracting Party's share of the Profit Oil, which shall not be affected by operating losses, shall be set at the Measurement Point.

1.2. The Cost Oil and the Profit Oil shall be calculated per Field in the Contract Area.

SECTION II – CALCULATION OF THE GROSS PRODUCTION VALUE

Gross Production Value

2.1. The Gross Production Value, based on which the Profit Oil shall be defined, shall be calculated for the Field or, when applicable, for each Module of the Development Phase according to the following formula:

$$GPV_{\mathrm{m}} = \mathrm{V}IP_{\mathrm{o,m}} \cdot \mathrm{R}P_{\mathrm{p,m}} + \mathrm{V}IP_{\mathrm{g,m}} \cdot \mathrm{R}P_{\mathrm{g,m}}$$

where:

GPV_m: Gross Production Value for month "m";

$VIP_{o,m}$: Volume of Inspected Production of oil for month "m", in cubic meters;

$RP_{o,m}$: Reference price of Oil in month "m";

$VIP_{g,m}$: Volume of Inspected Production of natural gas for month "m", in cubic meters;

$RP_{g,m}$: Reference Price of Natural Gas in month "m".

Reference Prices of Oil

2.2. The Reference Price of Oil in month "m" shall be calculated as recommended by Decree No. 2,705/1998 or by the laws and regulations that may supersede it.

2.3. Up to the fifth business day of each month, as of the month following the one in which the Oil Production Start Date for the Field falls, each Contractor shall inform the Manager and ANP the amounts sold, the sale prices in the previous month, and the amount of the Reference Prince of Oil, also having to submit the invoices supporting the sales.

Reference Prices of Natural Gas

2.4. The Reference Price of Natural Gas in month "m" shall be calculated as recommended by Decree No. 2,705/1998 or by the laws and regulations that may supersede it.

2.5. Up to the fifth business day of each month as of the month following the one in which the Natural Gas Production Start Date for the Field falls, each Contractor shall inform the

Manager and ANP the amounts sold, the sale prices, the expenditures incurred with Transportation of the Natural Gas produced, and the amount of the Reference Price of Natural Gas for the previous month.

SECTION III – CALCULATION OF THE COST OIL

General Provisions of Cost Oil

3.1. Expenditures incurred by the Contractors in the Contract Area that were approved by the Operating Committee and recognized by the Manager for the following activities compose the Cost Oil:

a) Exploration and Assessment;

b) Development;

c) Production; and

d) Decommissioning of the facilities.

3.2. As long as related to the activities listed in paragraph 3.1, the expenditures incurred with the following, among others, shall be likely to be recognized as Cost Oil:

a) Acquisition of supplies consumed in the Operations;

b) Rental, charter, and financial leasing of properties and equipment used in the Operations;

c) Acquisition, processing, and interpretation of geological, geophysical, and geochemical data;

d) Properties incorporated into the fixed assets used in the Operations;

e) Conservation, maintenance, and repair of properties, equipment, and facilities;

f) Replacement and repair of lost or damaged properties or equipment in customary development of the Operations;

g) Acquisition and maintenance of insurance policies approved by the Operating Committee;

h) Vessel and aircraft operations;

i) Inspection, storage, handling, and transportation of materials and equipment;

j) Obtaining of permits, easements, and expropriation of real properties and the like;

k) Trainings related to the activities listed in paragraph 3.1;

l) Personnel directly related to the activities listed in paragraph 3.1, noting that:

l.1) Such expenditures shall be exclusively composed of the portions defined below:

a. Salaries, including vacation pay, overtime pay, allowances, including vacation, commissions, bonuses, including Christmas bonus, payment of the Contribution to the Government Severance Indemnity Fund for Employees (FGTS), insurance,

including medical, life, and health insurance, mandatory and complementary social-security contribution, payroll taxes, and allowances, including housing and public transportation;

b. Costs of support to the personnel directly related to the activities listed in paragraph 3.1, as long as such costs are easily identifiable.

I.2) Expenditures shall be appropriated upon indication of the work hours of the personnel directly related to the activities listed in paragraph 3.1, based on the average cost of the expenses listed in item "I.1" per employee, taking into account each category and working arrangements;

a. The average cost of the expenses listed in item "I.1.b" per employee shall be evidenced upon submission by the Operator, in detail and format approved by the Manager, of the calculation chart of the support cost per job used in the preparation of the man-hour cost table.

I.3) The men-hour cost table shall be revised every year and, for purposes of recognition of the personnel expenses as Cost Oil, its effectiveness shall be subject to the express approval of the calculation chart by the Manager;

a. The calculation chart of such costs is confidential information owned by the Operator, and its use, disclosure, and/or access must be exclusive for the Operator and the Manager.

I.4) Without prejudice to the provisions in item "I.2.a", the Operator shall, during the Audit of the Cost and Profit Oil, provide the statement showing that the average expenditures of the personnel directly related to the activities listed in paragraph 3.1 corresponds exclusively to costs incurred and does not include any element of profit or duplication of costs. Such statement may, at the Manager's discretion, be prepared by means of a report issued by the external independent auditor on the composition of the man-hour cost.

3.2.1. Expenditures incurred by the Operator that are not easily identifiable and not directly associated with the Operations shall be recovered according to the following percentages on the total expenditures recognized as Cost Oil:

a) Exploration Phase:

a.1) three percent (3%), when expenditures range from 0 to R$5 million;

a.2) two percent (2%), when expenditures range from R$5 to R$15 million;

a.3) one percent (1%), when expenditures exceed R$15 million;

b) Production Phase:

b.1) one percent (1%) of the expenditures in the Production Phase.

Exploration and Assessment Activities

3.3. The Exploration and Assessment activities referred to in item "a" of paragraph 3.1 include:

a) Acquisition, processing, reprocessing, and interpretation of geological, geochemical, and geophysical data;

b) Drilling, completion, and abandonment of exploration wells;

c) Performance of formation tests, Extended Well Tests, and Production Tests for Discovery Assessment; and

d) Implementation of facilities used to support the activities listed, including civil engineering services and works.

Development Activities

3.4. The Development activities referred to in item “b” of paragraph 3.1 include:

a) Studies and projects of implementation of the Production facilities;

b) Drilling and completion of the Producing and injection wells; and

c) Installation of equipment and vessels for extraction, collection, Treatment, storage, and transfer of Oil and Gas.

3.4.1. The installation referred to in item “c” include, but are not necessarily limited to, offshore platforms, pipelines, Oil and Gas treatment plants, equipment and facilities for measurement of the inspected Production, wellhead equipment, production pipes, flow lines, tanks, and other facilities exclusively intended for extraction, as well as oil pipelines for Production Outflow and its respective compressor and pumping stations.

Production Activities

3.5. The Production activities referred to in item “c” of paragraph 3.1 include:

a) Customary Production operations, including the Production of Oil and Gas, by both natural and artificial lifting, Treatment, compression, control, measurement, testing, collection, storage, and transfer of Oil and Gas; and

b) Interventions in Producing wells and customary injection, maintenance, and repair of Production equipment and facilities.

Decommissioning of Facilities

3.6. The environmental abandonment and rehabilitation, including, but not necessarily limited to, plugging, cementing, and other operations necessary for safely plugging the wells, as well as decommissioning and removal of lines and removal of stationary and floating Production units, are included in the decommissioning of facilities referred to in item “d” of paragraph 3.1.

Rentals, Charters, and Leases

3.7. Expenditures with rentals, charters, and leases are recoverable as Cost Oil.

3.7.1. Costs referred to in the main section shall only be recoverable during the period in which the property or right is effectively used in the Operations.

Payments to Affiliates

3.8. In the event the expenditures incurred by the Contractor in transactions with Affiliated legal entities exceed the national and international market prices for the same services and properties, under free competition conditions, one of the effective methods provided for in the Applicable Laws and Regulations, especially those described in article 18 of Law No. 9,430/1996, shall apply to calculate the amount acceptable for recognition as Cost Oil.

3.9. In case the amounts ascertained according to the applicable methods exceed the amounts effectively disbursed, the recognition as Cost Oil shall be limited to the disbursed amount.

3.10. In the event more than one method is used for price determination, the lowest amount ascertained shall be considered for purposes of recognition as Cost Oil, pursuant to the provisions in the preceding paragraph.

Expenditures not included in Cost Oil

3.11. Expenditures disbursed with the following shall not be recognized as Cost Oil:

a) Royalties;

b) Signature Bonus;

c) Commercial Royalties paid to Affiliates;

d) Additional information obtained pursuant to paragraph 2.4.3 of Annex XI;

e) Financial charges and amortization of loans and financings;

f) Research, development, and innovation contracted under Section Seven of the Agreement;

g) Fixed assets not directly related to the activities established in paragraph 3.1;

h) Judicial and extrajudicial costs, reconciliations, arbitrations, expert examinations, attorney's fees, loss of suit expenses, and indemnifications resulting from court decision or arbitration award, even if merely by judicial settlement approval, as well as extrajudicial settlement, when resulting from litigations involving the Contracting Party, ANP or the Manager, in different capacities;

i) Fines, sanctions, and penalties of any kind;

j) Replacement of properties, equipment, and supplies lost, damaged, or destroyed due to act of God, force majeure, or similar causes, as well as willful misconduct, malpractice, negligence, or imprudence by the Operator, its agents, contractors, Affiliates, or associates and related services;

k) Downtime resulting from item "j",

l) Income taxes, as well as taxes levied on acquisitions and generating credits that may be used by the Contractor;

m) Commercialization or Transportation of Oil and Gas, except for those related to Production outflow;

n) Items covered by the percentage defined in paragraph 3.2.1 of this Annex.

o) Tax credits arising from the non-cumulative nature aiming at the recovery of the tax burden levied on the previous phase that may be used by the Contractor, except for credits required to be cancelled or reversed.

p) Performance guarantees, financial guarantees for compliance with the Minimum Exploration Program and as consideration for the extension of the Exploration Phase, and decommissioning and abandonment guarantees, except for the financial support fund.

q) Award paid by the Contractors not adhering, at first, to the Operations with Exclusive Risk.

SECTION IV – SYSTEMATIZATION OF THE COST OIL

4.1. The Cost Oil shall be controlled through an information system, managed and designed by the Manager and fed by the Operator, referred to as Production Sharing Expenditure Management System (SGPP).

4.2. The SGPP shall also be the instrument for management of the compliance with the Local Content.

4.3. The Operator shall feed the SGPP in the format, detail, and frequency determined by the Manager, with all expenditures incurred during the immediately preceding period.

4.3.1. The frequency referred to in the main section shall be no more than monthly.

4.4. The Operator shall feed the SGPP with such entries by the twenty-fifth (25^{th}) day of the month following the entries.

4.5. Monetary data shall be entered into the SGPP in national currency.

4.6. In case of purchase of goods and services and other payments in foreign currency, the SGPP shall be fed in national currency, converted at the official buying exchange rates set by the Central Bank of Brazil on the date of the expenditure.

4.7. The Manager shall have fifteen (15) days of receipt of the consolidated expenditure database to request additional information to the Operator.

4.7.1. Upon receipt of the information requested, the Manager shall have fifteen (15) days to justify any failure to recognize expenditures as Cost Oil.

4.7.2. Entries not challenged within fifteen (15) days shall be recognized as Cost Oil.

4.7.3. The Contractors may request review of the Manager's decision as stipulated in the Internal Regulation of the Operating Committee.

4.8. At any time, the Manager may request additional information on expenditures already recognized as Cost Oil.

4.8.1. The Operator shall have thirty (30) days of the date of receipt of the request to provide the applicable clarifications.

4.8.2. Failure to provide the requested clarifications within the term shall entail reversal of the expenditures previously recognized as Cost Oil.

4.8.3. In case the Manager does not agree with the clarifications provided, the expenditures previously recognized as Cost Oil shall be reversed.

4.9. The Manager's recognition of the expenditures or its absence shall become final after lapse of the five (5)-year period of prescription or upon its verification through Audit of the Cost and Profit Oil.

4.10. The Operator shall make available to the Manager and ANP, for ten (10) years after the end of the effectiveness of the Agreement, all records supporting the amounts entered into the system.

Calculation of the Federal Government's Profit Oil

4.11. The Operator shall enter into the SGPP, by the fifth (5^{th}) business day of each month, the following Production data, among others, for the immediately preceding month:

a) Production Volume;

b) Reference Prices of Oil and of Natural Gas;

c) Royalties due;

d) Production of each producing well, especially wells showing restricted production; and

e) Average daily productivity of the wells in the Contract Area, as well as specification of producing wells, except for wells with production restricted due to technical and operational issues and that are computing loss, at PPSA's discretion

4.12. By the last business day of each month, the Manager, through the SGPP, shall forward to the Contractors the report on calculation of the Contracting Party's Profit Oil for month "m", including the following information:

a) Accrued balance of the Cost Oil until the end of the last ascertained month "m": CO_m;

b) Total Royalties payable by the Contractors in month "m": Roy_m;

c) Gross Production Value for month "m": GPV_m;

d) Profit Oil (PO_m), equal to: $PO_m = GPV_m – Roy_m – LOWEST [CO_m; NN\% * GPV_m]$

e) Profit Oil sharing rate: POr_m (calculated by reference to the table included in Annex XII of the Agreement for month "m");

f) Monthly limit for recovery of Cost Oil: NN;

g) Contracting Party's Profit Oil: $GPO_m = POr_m * PO_m$;

h) Expected percentage of oil to be produced in month "m + 3" to be delivered to the company contracted to sell the Federal Government's oil, equal to: $Share_{m+3} = GPO_m / GPV_m$ (except for cases in which the Operator communicates the Manager any expected increase or decrease in the Production resulting from a planned operation).

4.13. Each month, the Oil and Natural Gas produced in the Contract Area shall be shared in the proportion established in the report on calculation of the Contracting Party's Profit Oil for the immediately preceding month, and such rule should be included in the Oil or Gas Availability Agreement to be entered into by and between the Consortium Members.

SECTION V – ASSET REGISTER

5.1. The Contractor shall keep before the Manager a register of all assets used in the activities listed in paragraph **Erro! Fonte de referência não encontrada.**.

5.1.1. The content of such register shall be defined by the Manager and included in the SGPP guide.

SECTION VI – AGREEMENT REGISTER

6.1. The Contractor shall keep before the Manager a register of all agreements executed for development of the activities listed in paragraph 3.1.

6.1.1. The content of such register shall be defined by the Manager and included in the SGPP guide.

SECTION VII – AUDIT OF THE COST AND PROFIT OIL

7.1. The Operator shall keep available to the Manager, for ten (10) years after feeding them to the SGPP, all documents supporting the expenditures incurred.

7.2. The Audit of the Cost and Profit Oil shall be performed by the Manager at any time, directly or through specialized consulting services, upon at least thirty (30)-day notice to the Operator.

7.2.1. The maximum frequency for performing the Audit of the Cost and Profit Oil is at every three (3) years.

7.2.2. The minimum frequency for performing the Audit of the Cost and Profit Oil is at every six (6) years.

7.3. The Audit of the Cost and Profit Oil, regarding expenditures previously recognized as Cost Oil, shall result in:

a) Reversal of expenditures improperly recognized; or

b) Final acceptance of the expenditures recognized.

7.4. The Audit of the Cost and Profit Oil, regarding the Volume of Inspected Production, shall result in:

a) Adjustment of the Volume of Inspected Production improperly calculated; or

b) Final acceptance of the Volume of Inspected Production calculated.

ANNEX VIII – ADDRESS

Ministry of Mines and Energy – MME

Esplanada dos Ministérios, Bloco U, Zona Cívica

Brasília – DF, 70065-900

Empresa Brasileira de Administração de Petróleo e Gás Natural S.A. – Pré-sal Petróleo S.A. – PPSA

SAUS Quadra 04, Edifício Victoria Office Tower, sala 725 (principal place of business)

Brasília – DF, CEP

Avenida Rio Branco, nº 1, 4º andar, Centro (Main Office)

Rio de Janeiro – RJ, CEP

National Agency of Petroleum, Natural Gas and Biofuels – ANP

Avenida Rio Branco nº 65, 12º ao 22º andar, Centro

Rio de Janeiro – RJ, 20090-004

[enter the corporate name of the Contractor]

[enter the full address of the Contractor]

ANNEX IX – LOCAL CONTENT COMMITMENT

Local Content Percentages for the Block Surrounding Sapinhoá.

BLOCK:	BASIN
BM-S-9	SANTOS
LOCAL CONTENT	Offered
EXPLORATION PHASE (MULTIPLIED BY 3)	35
DEVELOPMENT PHASE (MULTIPLIED BY 12)	30

Local Content Percentages for the Northern Block of Carcará.

BLOCK:	BASIN
BM-S-8	SANTOS
LOCAL CONTENT	Offered
EXPLORATION PHASE (MULTIPLIED BY 3)	35
DEVELOPMENT PHASE (MULTIPLIED BY 12)	30

Local Content Percentages for the Southwestern Block of Tartaruga Verde.

DEEPWATER > 400 meters					SECTOR: SC-AP4		BLOCK:	C-M-401	
Systems	LC system (%)			Subsystems	Item		Item weight on the undertaking cost (%)	LC offered in the item (%)	Minimum LC in item (%)
	Minimum	Offered	Maximum						
Exploration	37	OK 55	55	Geology and Geophysics	Interpretation and Processing		10	75	40
					Acquisition		0	5	5
				Drilling, Assessment, and Completion	Rig Charter		8	10	10
					Drilling + Completion (note 1)		47	55	30
					Auxiliary Systems (note 2)		30	63	55
				Operating Support	Logistical Support (Marine/Air/Base)		5	50	15
Total in the Exploration Phase							100		
Development	55	OK 65	65	Drilling, Assessment, and Completion	Rig Charter		6	10	10
					Drilling + Completion (note 3)		7	35	30
					Auxiliary Systems (note 4)		7	55	55
					Logistical Support		6	15	15
					Christmas Tree		7	85	85
				Production Collection System	Umbilicals		1	40	40
					Manifolds		2	80	80
					Flexible Production/Injection Lines (Flowlines, Risers)		2	80	80
					Hard Production/Injection Lines		4	100	100
					Outflow Ducts		4	100	100
					Subsea Control System		1	50	50
					Basic Engineering		1	50	50
					Detailed Engineering		1	95	95
					Management, Construction, and Assembly		1	60	60
				SPU	Basic Engineering		3	50	50
					Detailed Engineering		5	95	95
					Management, Construction, and Assembly		3	60	60
					Hull		4	80	80
					Naval Systems		3	50	50
					Multiple Anchoring System		3	70	70
					Simple anchoring system		3	30	30
					Installation and Integration of Modules		4	95	95
					Pre-Installation and Hook-up of the Anchoring Lines		3	85	85
					Plans (note 6)	Basic Engineering	4	50	50
						Detailed Engineering	5	95	95
						Service Management	3	90	90
						Materials (note 5)	3	75	75
						Construction and Assembly	4	95	95
Total in the Development Phase							100		

Notes	SECTOR:	BLOCK:
DEEPWATER > 400 meters	SC-AP4	C-M-401

Note 1: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	10	45	45	55
Lining	30	80	80	
Production String	20	80	80	
Well Equipment	35	30	30	
Drills	5	5	5	
Total	**100**			

Note 2: The following sub-items should be considered in the composition of the auxiliary systems of the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	20	60	60	63
Automation System	20	60	60	
Telecommunication System	25	70	40	
Fiscal Metering System	25	70	60	
Field Instrumentation	10	40	40	
Total	**100**			

Note 3: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	20	45	45	35
Lining	10	80	80	
Production String	10	80	80	
Well Equipment	30	30	30	
Drills	30	5	5	
Total	**100**			

Note 4: The following sub-items should be considered in the composition of the auxiliary systems of the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	25	60	60	55
Automation System	25	60	60	
Telecommunication System	10	40	40	
Fiscal Metering System	25	60	60	
Field Instrumentation	15	40	40	
Total	**100**			

Note 5: The following sub-items should be considered in the composition of the average LC for SPU equipment:					
Types	**Equipment**	**Sub-item weight on the item cost (%)**	**LC offered in the sub-item (%)**	**Minimum LC (%)**	**LC offered in the item (%)**
Boilermaking	Pressure Vessels	5	85	85	**75**
	Furnaces	5	80	80	
	Tanks	5	90	90	
Towers	Process	5	85	85	
	Cooling	5	85	85	
Heat Exchangers		5	80	80	
Rotating Mechanical	Pumps	5	70	70	
	Steam Turbines	5	90	90	
	Rotary-Screw Compressors	5	70	70	
	Alternative Compressors	5	70	70	
	Diesel Engines (up to 600 hp)	5	90	90	
Static Mechanical	Valves (up to 24")	5	90	90	
	Filters	5	85	85	
	Burners	5	80	80	
	Cathodic Protection	5	90	90	
Electrical System		5	60	60	
Automation System		5	60	60	
Telecommunication System		5	40	40	
Fiscal Metering System		5	60	60	
Field Instrumentation		5	40	40	
Total		**100**			
The cells "LC offered in the item (%)" shall be automatically filled by the system					

Note 6: This item is composed of: Process Plan, Gas Handling Plan, and Water Injection Plan

Note 7: In case of services performed by employees of the concessionaire company hired under the Brazilian laws, the amount in Reais corresponding to the development of the activity (calculated by reference to the number of man-hour) shall be taken into account in calculation of the Local Content, as long as consistent with the market.

DEEPWATER > 400 meters					SECTOR:	SC-AP4	BLOCK:	C-M-403	
Systems	LC system (%)			Subsystems	Item		Item weight on the undertaking cost (%)	LC offered in the item (%)	Minimum LC in item (%)
	Minimum	Offered	Maximum						
Exploration	37	OK 55	55	Geology and Geophysics	Interpretation and Processing		10	75	40
					Acquisition		0	5	5
				Drilling, Assessment, and Completion	Rig Charter		8	10	10
					Drilling + Completion (note 1)		47	55	30
					Auxiliary Systems (note 2)		30	63	55
				Operating Support	Logistical Support (Marine/Air/Base)		5	50	15
Total in the Exploration Phase							100		
Development	55	OK 65	65	Drilling, Assessment, and Completion	Rig Charter		7	10	10
					Drilling + Completion (note 3)		8	35	30
					Auxiliary Systems (note 4)		8	55	55
					Logistical Support		5	15	15
					Christmas Tree		8	85	85
				Production Collection System	Umbilicals		2	40	40
					Manifolds		5	80	80
					Flexible Production/Injection Lines (Flowlines, Risers)		5	80	80
					Hard Production/Injection Lines		6	100	100
					Outflow Ducts		5	100	100
					Subsea Control System		2	50	50
					Basic Engineering		2	50	50
					Detailed Engineering		3	95	95
					Management, Construction, and Assembly		2	60	60
				SPU	Basic Engineering		2	50	50
					Detailed Engineering		3	95	95
					Management, Construction, and Assembly		2	60	60
					Hull		2	80	80
					Naval Systems		2	50	50
					Multiple Anchoring System		2	70	70
					Simple anchoring system		2	30	30
					Installation and Integration of Modules		3	95	95
					Pre-Installation and Hook-up of the Anchoring Lines		2	85	85
					Plans (note 6)	Basic Engineering	2	50	50
						Detailed Engineering	3	95	95
						Service Management	2	90	90
						Materials (note 5)	2	75	75
						Construction and Assembly	3	95	95
Total in the Development Phase							100		

Notes	SECTOR:	BLOCK:
DEEPWATER > 400 meters	SC-AP4	C-M-403

Note 1: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	10	45	45	55
Lining	30	80	80	
Production String	20	80	80	
Well Equipment	35	30	30	
Drills	5	5	5	
Total	**100**			

Note 2: The following sub-items should be considered in the composition of the auxiliary systems of the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	20	60	60	63
Automation System	20	60	60	
Telecommunication System	25	70	40	
Fiscal Metering System	25	70	60	
Field Instrumentation	10	40	40	
Total	**100**			

Note 3: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	20	45	45	35
Lining	10	80	80	
Production String	10	80	80	
Well Equipment	30	30	30	
Drills	30	5	5	
Total	**100**			

Note 4: The following sub-items should be considered in the composition of the auxiliary systems of the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	25	60	60	55
Automation System	25	60	60	
Telecommunication System	10	40	40	
Fiscal Metering System	25	60	60	
Field Instrumentation	15	40	40	
Total	**100**			

Note 5: The following sub-items should be considered in the composition of the average LC for SPU equipment:					
Types	**Equipment**	**Sub-item weight on the item cost (%)**	**LC offered in the sub-item (%)**	**Minimum LC (%)**	**LC offered in the item (%)**
Boilermaking	Pressure Vessels	5	85	85	**75**
	Furnaces	5	80	80	
	Tanks	5	90	90	
Towers	Process	5	85	85	
	Cooling	5	85	85	
Heat Exchangers		5	80	80	
Rotating Mechanical	Pumps	5	70	70	
	Steam Turbines	5	90	90	
	Rotary-Screw Compressors	5	70	70	
	Alternative Compressors	5	70	70	
	Diesel Engines (up to 600 hp)	5	90	90	
Static Mechanical	Valves (up to 24")	5	90	90	
	Filters	5	85	85	
	Burners	5	80	80	
	Cathodic Protection	5	90	90	
Electrical System		5	60	60	
Automation System		5	60	60	
Telecommunication System		5	40	40	
Fiscal Metering System		5	60	60	
Field Instrumentation		5	40	40	
Total		**100**			
The cells "LC offered in the item (%)" shall be automatically filled by the system					

Note 6: This item is composed of: Process Plan, Gas Handling Plan, and Water Injection Plan

Note 7: In case of services performed by employees of the concessionaire company hired under the Brazilian laws, the amount in Reais corresponding to the development of the activity (calculated by reference to the number of man-hour) shall be taken into account in calculation of the Local Content, as long as consistent with the market.

Local Content Percentages for the Southern Block of Gato do Mato.

DEEPWATER > 400 meters					SECTOR: SS-AP2		BLOCK:	S-M-518	
Systems	LC system (%)			Subsystems	Item		Item weight on the undertaking cost (%)	LC offered in the item (%)	Minimum LC in item (%)
	Minimum	Offered	Maximum						
Exploration	37	OK 38	55	Geology and Geophysics	Interpretation and Processing		20	50	40
					Acquisition		10	10	5
				Drilling, Assessment, and Completion	Rig Charter		39	20	10
					Drilling + Completion (note 1)		10	52	30
					Auxiliary Systems (note 2)		1	55	55
				Operating Support	Logistical Support (Marine/Air/Base)		20	70	15
Total in the Exploration Phase							100		
Development	55	OK 60	65	Drilling, Assessment, and Completion	Rig Charter		25	20	10
					Drilling + Completion (note 3)		5	48	30
					Auxiliary Systems (note 4)		1	55	55
					Logistical Support		8	70	15
					Christmas Tree		2	90	85
				Production Collection System	Umbilicals		3	40	40
					Manifolds		3	80	80
					Flexible Production/Injection Lines (Flowlines, Risers)		3	80	80
					Hard Production/Injection Lines		3	100	100
					Outflow Ducts		3	100	100
					Subsea Control System		3	50	50
					Basic Engineering		1	50	50
					Detailed Engineering		3	95	95
					Management, Construction, and Assembly		2	60	60
				SPU	Basic Engineering		1	50	50
					Detailed Engineering		3	95	95
					Management, Construction, and Assembly		2	60	60
					Hull		8	80	80
					Naval Systems		3	50	50
					Multiple Anchoring System		0	70	70
					Simple anchoring system		1	30	30
					Installation and Integration of Modules		2	95	95
					Pre-Installation and Hook-up of the Anchoring Lines		0	85	85
					Plans (note 6)	Basic Engineering	1	50	50
						Detailed Engineering	3	95	95
						Service Management	1	90	90
						Materials (note 5)	5	75	75
						Construction and Assembly	5	95	95
Total in the Development Phase							100		

Notes	SECTOR:	BLOCK:
DEEPWATER > 400 meters	SSP-AP2	S-M-518

Note 1: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	15	45	45	52
Lining	30	80	80	
Production String	15	80	80	
Well Equipment	30	30	30	
Drills	10	5	5	
Total	**100**			

Note 2: The following sub-items should be considered in the composition of the auxiliary systems of the Exploration Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	0	60	60	55
Automation System	0	60	60	
Telecommunication System	100	55	40	
Fiscal Metering System	0	60	60	
Field Instrumentation	0	40	40	
Total	**100**			

Note 3: The following sub-items should be considered in the composition of the average LC for Drilling, Assessment, and Completion in the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Wellhead	15	45	45	48
Lining	20	80	80	
Production String	15	80	80	
Well Equipment	45	30	30	
Drills	5	5	5	
Total	**100**			

Note 4: The following sub-items should be considered in the composition of the auxiliary systems of the Development Phase:

Equipment	Sub-item weight on the item cost (%)	LC offered in the sub-item (%)	Minimum LC (%)	LC offered in the item (%)
Electrical System	0	60	60	55
Automation System	0	60	60	
Telecommunication System	100	55	40	
Fiscal Metering System	0	60	60	
Field Instrumentation	0	40	40	
Total	**100**			

Note 5: The following sub-items should be considered in the composition of the average LC for SPU equipment:					
Types	**Equipment**	**Sub-item weight on the item cost (%)**	**LC offered in the sub-item (%)**	**Minimum LC (%)**	**LC offered in the item (%)**
Boilermaking	Pressure Vessels	10	90	85	**75**
	Furnaces	0	100	80	
	Tanks	2	90	90	
Towers	Process	5	85	85	
	Cooling	5	85	85	
Heat Exchangers		3	80	80	
Rotating Mechanical	Pumps	7	70	70	
	Steam Turbines	15	90	90	
	Rotary-Screw Compressors	8	70	70	
	Alternative Compressors	0	70	70	
	Diesel Engines (up to 600 hp)	3	90	90	
Static Mechanical	Valves (up to 24")	5	100	90	
	Filters	1	85	85	
	Burners	3	80	80	
	Cathodic Protection	0	90	90	
Electrical System		12	60	60	
Automation System		10	60	60	
Telecommunication System		3	40	40	
Fiscal Metering System		5	60	60	
Field Instrumentation		3	40	40	
Total		**100**			
The cells "LC offered in the item (%)" shall be automatically filled by the system					

Note 6: This item is composed of: Process Plan, Gas Handling Plan, and Water Injection Plan

Note 7: In case of services performed by employees of the concessionaire company hired under the Brazilian laws, the amount in Reais corresponding to the development of the activity (calculated by reference to the number of man-hour) shall be taken into account in calculation of the Local Content, as long as consistent with the market.

CONSORTIUM AGREEMENT

[name]

REGARDING PRODUCTION SHARING AGREEMENT

No. _____

[areas covered by the consortium]

BASIN _____

between

Empresa Brasileira de Administração de Petróleo e Gás Natural S.A. – Pré-Sal Petróleo S.A. – PPSA,

and

_____

Brasília – DF

_____, 20__

CONSORTIUM AGREEMENT

PARTIES

The Parties to this Consortium Agreement, hereinafter collectively referred to as Parties or Consortium Members or individually as Party or Consortium Member, are:

EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A. –PRÉ-SAL PETRÓLEO S.A. – PPSA, a company organized under the laws of Brazil, with its principal place of business at SAUS Quadra 04, Edifício Victoria Office Tower, sala 725, Brasília, DF, and Main Office at Avenida Rio Branco, nº 1, 4º andar, Centro, Rio de Janeiro, RJ, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 18.738.727/0001-36, as Manager of the Production Sharing Agreement, under article 2 of Law No. 12,304/2010**,** hereinafter referred to as Manager, herein represented by _____.

and

_____, a company organized under the laws of Brazil, with its principal place of business at _____, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. _____, hereinafter referred to as Contractor, herein represented by _____.

1. SECTION ONE – CORPORATE NAME OF THE CONSORTIUM

    1.1. The Consortium shall be referred to as "Consórcio _____."

2. SECTION TWO – PURPOSE OF THE CONSORTIUM

    2.1. The subject matter of this Consortium Agreement is the association of the Parties to comply with Production Sharing Agreement for Exploration and Production of Oil and Gas No. _____, hereinafter referred to as Production Sharing Agreement.

    2.2. The Consortium Members have established and shall establish, in specific documents and without prejudice to documents and commitments undertaken in the Production Sharing Agreement, specific rules and conditions to internally govern individual relations, in their capacity of Consortium Members, as well as the conduct of the Consortium Operations.

3. SECTION THREE – ORGANIZATION OF THE CONSORTIUM

    3.1. The Consortium shall have its principal place of business in the city of _____ (Brasília – DF or Rio de Janeiro – RJ), Brazil.

    3.2. The Consortium, as well as the execution of the subject matter of this Consortium Agreement and the use of the Common Assets, does not constitute a company between the Parties.

4. SECTION FOUR – OPERATIONS MANAGEMENT – OPERATOR AND OPERATING COMMITTEE

4.1. The Operator is responsible for the conduct and execution of the Operations, by performing acts, entering into juristic acts, and representing the Consortium before ANP, the Federal, State, and Municipal Governments, as well as to third parties, as of the effective date of this Consortium Agreement.

4.2. The Operating Committee shall be responsible for resolutions regarding management of the Consortium, which organization, competence, powers, fields of operation, composition, frequency of meetings, voting procedures, and matters specially subject to its resolution shall be defined in specific documents to be entered into by and between the Parties, if not contrary to the terms of the Production Sharing Agreement.

4.3. The Consortium's decisions shall be approved by vote as established in Annex XI to the Production Sharing Agreement and according to the criteria, manners, and procedures established in specific documents, if not contrary to the terms of the Production Sharing Agreement and its Annexes.

5. SECTION FIVE – SHARES AND CONTRIBUTIONS OF THE CONSORTIUM MEMBERS

5.1. The Consortium Members shall have an undivided share of the rights and obligations arising from the Production Sharing Agreement, in the proportions established below, hereinafter referred to as Proportional Shares or Proportional Share.

PPSA	**0%**
_____	**__%**
_____	**__%**

5.1.1. In case of Operations with Exclusive Risks, the Contractors may agree on different percentages from those mentioned above.

5.1.2. The Consortium Members shall keep their own accounting records and financial statements, with express reference to their Proportional Shares.

5.2. The Common Assets shall be used and/or consumed exclusively in the Consortium Operations.

5.3. The Manager shall have an undivided share of zero percent (0%) of the Consortium's rights and obligations and fifty percent (50%) of votes in the resolutions of the Operating Committee, in addition to the casting vote and the veto power, according to the terms of the Production Sharing Agreement and its Annexes.

5.3.1. The vote of the representatives of the other Consortium Members shall worth 50% of the decision, so that each Consortium Member shall have a vote corresponding to half its proportional share, as follows:

PPSA	**50%**
_____	**__%**
_____	**__%**

6. SECTION SIX – AUDIT AND ACCOUNTING RECORDS

6.1. The Operator shall, in an independent and identified way, keep accounting records regarding the Consortium activities, which shall follow the accounting principles usually accepted by the international oil industry practices, according to specific documents entered into by and between the Parties. The accounting principles shall not conflict with the Brazilian laws and regulations, Except for legal or contractual provisions to the contrary, the Consortium's financial statements shall be prepared every calendar year.

6.2. Each Consortium Member shall keep its own accounting records for accounting and tax purposes regarding its Proportional Share. The Consortium Members shall record in their respective accounting books the profits earned with the consortium activity, including amortization/depreciation quotas regarding the capital costs incurred, according to their respective Proportional Shares.

6.3. Each Consortium Member shall, at its own cost, be entitled to review, audit, and verify the documentation supporting the Operator's entries and books related to the Operation and the Consortium operation, pursuant to the applicable legal rules and specific documents entered into by and between the Parties.

7. SECTION SEVEN – OWNERSHIP OF OIL AND GAS

7.1. The volumes of Oil and Gas obtained at the Measurement Point shall be distributed between the Contracting Party and the Contractors, according to the percentage of Profit Oil established in the Production Sharing Agreement. The Profit Oil share of the Production of Oil and Gas, plus the volumes regarding the refund of Cost Oil and the volume corresponding to the Royalties payable by each Contractor, shall be distributed according to the Contractors' Shares, as provided for in this Consortium Agreement.

7.2. Each Consortium Member shall be responsible for the commercialization of its share of the produced Oil and Gas. Each Consortium Member is free to sell its share of the Production at the price and under the terms and conditions it deems applicable, pursuant to the provisions of the Production Sharing Agreement and the Applicable Laws and Regulations.

8. SECTION EIGHT – EFFECTIVENESS

8.1. This Consortium Agreement shall become effective on its execution date and shall remain so for 40 years or until all obligations arising from the Production Sharing Agreement are performed.

8.2. The Consortium Members may terminate this Agreement, as long as they have previously reached an agreement and performed their obligations in the Production Sharing Agreement.

8.3. Upon termination, the Common Assets shall be orderly settled by the Operator, and the proceeds of the sale of Common Assets not inuring to the benefit of the Contracting Party, under the Production Sharing Agreement, shall be divided between the Consortium Members according to their shares.

8.4. After this Consortium Agreement is terminated, the Parties shall file a termination notice with the competent Commercial Registry.

9. SECTION NINE – FORCE MAJEURE

9.1. In case any acts or performance provided for in this Consortium Agreement are delayed, reduced, or hindered by act of God or force majeure, non-performance by the affected Consortium Member shall only be waived if the act of God or force majeure is acknowledged and declared according to the Production Sharing Agreement.

10. SECTION ELEVEN – ARBITRATION AND GOVERNING LAW

10.1. Any dispute, controversy, or demand resulting from or related to this Consortium Agreement, including any matter regarding its existence, effectiveness, or termination, shall be settled according to Section Thirty-Six of the Production Sharing Agreement.

10.2. The law applicable to this Consortium Agreement is the Brazilian law.

11. SECTION TWELVE – OBLIGATIONS AND RESPONSIBILITIES OF THE CONSORTIUM MEMBERS

11.1. The Contractors undertake to provide the Operator, to the benefit of the Consortium and in the proportion of their shares, with funds required to achieve the objectives of this Consortium Agreement.

11.2. The Operator shall conduct the Consortium Operations in compliance with the objectives of the Production Sharing Agreement and the Consortium Agreement executed herein, not earning gains or incurring losses when acting as Operator or due to such capacity.

11.3. The activities developed by the Operator, in this capacity and to the benefit of the Consortium, shall not characterize, at any time and for any legal purposes, provision of services, management of third-party businesses, or employment bond of employees or agents of any Consortium Members between one another.

11.4. The Contractors are jointly liable for the obligations under this Consortium Agreement before ANP, the Contracting Party, and third parties.

12. SECTION THIRTEEN – SUPPLEMENTARY PROVISIONS

12.1. The Operator shall be that responsible for the assessment, calculation, and payment of taxes derived from the Consortium Operations, and the other Contractors shall contribute with financial resources to such disbursements pursuant to procedures to be established in specific documents entered into by the Parties, according to the share percentages provided for in paragraph 5.1.

12.1.1. The Operator shall be responsible for providing a statement of the tax credits likely to be used, accompanied by the respective tax documents, as to enable the other Contractors to use the tax credits, as provided for in Section Eight of the Production Sharing Agreement.

13. SECTION FOURTEEN – NOTICES

13.1. Notices and communications shall be made in writing and may be sent by email, as long as information security is ensured, or to the addresses below. Notices and communications shall be deemed received when delivered in person or on the first business day after acknowledgement of their receipt.

13.2. Any Party is entitled to change its address at any time and/or require that copies of such notices are sent to another person in any other address; provided that it is informed in writing to all other Parties.

Pré-Sal Petróleo S.A. (COMPANY INFORMATION)

<corporate name of the contractor>
<address>
<CEP> – <city> – <State>, Brazil
Att.: <representative>
Ph.: <telephone>
Fax: <fax>

IN WITNESS WHEREOF, the Parties sign this Consortium Agreement through their legal representatives, on the date below, in _____ (__) original counterparts of equal form and content, together with the undersigned witnesses.

Brasília or Rio de Janeiro, _____ ____, 20__.

_____
Representative of Pré-Sal Petróleo S.A.

_____

Name

Title

Corporate name of the Contractor

Witnesses:

_____	_____
Name:	Name:
Identity Card:	Identity Card
CPF:	CPF:

ANNEX XI – CONSORTIUM RULES

SECTION I – OPERATING COMMITTEE

1.1. The Operating Committee, management and decision-making body of the Consortium, is composed of representatives of the Manager, the Operator, and other Consortium Members.

1.1.1. The Operating Committee shall be chaired by the representative of the Manager.

1.1.2. The Operating Committee shall be responsible for ensuring full compliance with the sections of this Agreement and to supervise the Operations, in addition to resolving upon the matters listed on the Table of Competences and Resolutions.

1.1.3. The Operating Committee shall be responsible, under paragraph **Erro! Fonte de referência não encontrada.**, for resolving upon plans, programs, reports, projects, and other matters required for the development of the Operations subject matter of this Agreement.

1.1.4. The Operating Committee shall be responsible, without prejudice to the competences provided for in paragraphs **Erro! Fonte de referência não encontrada.** and **Erro! Fonte de referência não encontrada.**, for ensuring compliance with the Local Content contracted, pursuant to Section Twenty-Five, in addition to the provisions in the subsequent paragraphs and in Annex IX.

1.1.5. Expenditures approved by the Operating Committee shall be recognized as Cost Oil, according to Section IV of Annex VII to this Agreement, except for events expressly provided for in this Agreement or made explicit by the Manager in the Operating Committee.

1.1.6. The Manager's performance in the Operating Committee shall be guided by the principles of legality, morality, reasonability, proportionality, economy, efficiency, and impersonality, pursuant to the Best Practices of the Oil Industry.

1.1.7. Acts performed by the Manager that affect the Contractors' rights shall be duly grounded.

Deadline for creation

1.2. The Operating Committee shall be created by the Consortium Members within sixty (60) days of the date of execution of this Agreement.

1.2.1. The Operating Committee shall be considered created after its first meeting.

1.3. Failure to create the Operating Committee within the term established shall not entail extension of the terms established in this Agreement.

Composition

1.4. The Operating Committee shall be composed of one (1) full member of each Consortium Member.

1.5. Each full member may be replaced by one (1) alternate member.

1.6. Any Consortium Member may appoint or replace their regular and alternate representatives in the Operating Committee at any time, in writing.

1.7. Each full member shall have the right to be escorted by consultants in any Operating Committee meeting.

Meetings

1.8. The Operating Committee shall meet on an ordinary basis on the date, time, and place established in the Internal Regulation of the Operating Committee.

1.8.1. Frequency of meetings shall be defined in the Internal Regulation of the Operating Committee.

1.9. Extraordinary meetings may be requested at any time by any Consortium Member, notifying the chairman of the Operating Committee pursuant to the Internal Regulation of the Operating Committee.

1.10. Discussions and resolutions made in the Operating Committee meetings shall be recorded in minutes and in voting records and signed by the full members present at the meeting or their respective alternates, when acting as full members, under the Internal Regulation of the Operating Committee.

1.10.1. The meeting minutes and voting records shall be kept by the Operating Committee during the effectiveness of the Agreement.

1.11. When the Agreement is terminated, the collection of meeting minutes and voting records shall be submitted to the Manager.

1.12. At the meetings, the chairman of the Operating Committee is responsible for, among other duties:

a) setting the agenda, calling, and preparing and distributing the schedule of the meetings;

b) coordinating and guiding the meetings;

c) coordinating, when applicable, the postal votes set forth in paragraphs **Erro! Fonte de referência não encontrada.** to 1.29.

1.13. The Operator shall be responsible for appointing one executive secretary, without voting right, with the following duties, among others:

a) prepare the meeting minutes and voting records;

b) prepare and distribute the draft meeting minutes;

c) consolidate the meeting minutes after receiving comments;

d) prepare the voting record;

e) provide copies of the meeting minutes and voting record to the members of the Operating Committee.

Quorum of the meeting

1.14. The presence of the chairman of the Operating Committee or his/her alternate is mandatory in meetings.

1.15. As long as the provision in paragraph **Erro! Fonte de referência não encontrada.** is complied with, meetings of the Operating Committee may be held with any quorum.

Right to vote in meetings and its influence on the resolutions

1.16. Each Consortium Member shall be entitled to one (1) vote, exercised by its representative, in the Operating Committee.

1.16.1. The Contractor in default after five (5) days of the default notice issued by the Operator shall lose the right to vote in meetings of the Operating Committee.

1.17. The vote of the representative of the Manager shall worth 50% of the decision, and the remaining 50% shall be divided between the other members present at the meeting, in the proportion of each Contractor's Share.

1.17.1. If any member of the Operating Committee present at the meeting refrains from resolving upon a certain matter or is in default, its Share shall be divided between the other members present at the meeting, in the proportion of each compliant Contractor's Share.

1.17.2. The provisions in paragraph 1.17.1 also apply to the case of refraining from postal voting.

Resolutions

1.18. Proposed resolutions shall be sent by the Operator to the Operating Committee.

1.18.1. Any topic that shall be resolved by the Consortium may be raised by the members of the Operating Committee.

1.19. Information required to resolve upon the topic proposed shall be sent to the other Parties within no less than fifteen (15) days of the date of the meeting.

1.20. The matters included in the Table of Competences and Resolutions shall be resolved upon according to the quorum of Consortium Members present at the meetings and entitled to vote, except as provided for in paragraph **Erro! Fonte de referência não encontrada.**.

1.21. Percentages to be achieved so that the matter is approved, within the scope of the Consortium, shall be calculated according to the procedures below.

1.21.1. The resolutions which column of decisions is checked with "D_1" shall have decision percentage equal to 91%.

1.21.2. The resolutions which column of decisions is checked with "D_2" shall have decision percentage equal to 41%, without participation of the Manager.

1.21.3. The resolutions which column of decisions is checked with "D_3" shall have decision percentage equal to 82.5%.

1.21.4. The resolutions which column of decisions is checked with "D_4" shall have decision percentage equal to 32.5%, without participation of the Manager.

Table of Competences and Resolutions		
Item	**Resolutions**	**Decision**
1	Commercial Feasibility of the Deposit	D_4
2	Development Plan and its revisions	D_1
3	Production Individualization Agreement	D_1
4	Termination of the Production Sharing Agreement	D_2
5	Oil or Gas Availability Agreement	D_3
6	Annual Work and Budget Programs	D_3
7	Annual Production Program	D_3
8	Facility Decommissioning Program	D_3
9	Accounting of expenditures incurred	D_3
10	Authorization for Expenditures	D_3
11	Contracting of goods and services, pursuant to paragraphs 3.24 to 3.31	D_3
12	Creation of subcommittees	D_3
13	Preparation and Change in the Internal Regulation of the Operating Committee	D_3
14	Other matters of its competence	D_3
15	Early end of the Exploration Phase	D_2
16	Discovery Assessment Plan and its revisions	D_4, D_3*
17	Exploration Plan and its revisions	D_4, D_3*
18	Acquisition of geological and geophysical data	D_4, D_3*
19	Partial relinquishment of the Contract Areas, including assessment of the respective relinquishment report	D_2
20	Request for extension of the Exploration Phase	D_4, D_3*
21	Other matters related to the Exploration Phase that may be resolved upon until, and including, submission of a Discovery Assessment Plan	D_4

* Decisions that, when made until submission of a Discovery Assessment Plan to the Operating Committee, are subject to resolution D_3 and, when made after submission of a Discovery Assessment Plan to the Operating Committee, are subject to resolution D_4.

1.22. In resolutions D_4, the chairman of the Operating Committee may exercise his/her veto power as of the moment in which a Discovery Assessment Plan is submitted to the Operating Committee.

1.23. In case the chairman of the Operating Committee exercises his/her veto power, a new meeting shall be called to resolve upon the rejected matter, pursuant to the Internal Regulation of the Operating Committee.

1.24. In any type of decision, the Consortium Members voting against the approval of the matter shall submit to the others, in up to five (5) days, a report presenting the reasons of their vote.

1.25. When the proposals do not obtain the minimum resolution percentage for approval in the scope of the Consortium, the Operator shall prepare a new proposal, necessarily taking into account, when preparing it, the considerations of the Consortium Members who voted against the original proposal.

1.25.1. The new proposal must be available for the Consortium Members within fifteen (15) days of the disapproval of the matter and shall be voted within fifteen (15) days of the date of such availability, unless other terms are established in the Internal Regulation of the Operating Committee.

1.25.2. The term for submission and vote of the new proposal may be reviewed by the Operating Committee.

1.25.3. In case the new proposal does not obtain the minimum resolution percentage either, the Exploration Officers, or their equivalent, of each Consortium Member shall meet to examine the matter within ten (10) days of the last voting date, unless other terms are established in the Internal Regulation of the Operating Committee.

1.25.4. In case the new proposal does not obtain the minimum resolution percentage either, the matter may:

a) be considered rejected;

b) be submitted as Operation with Exclusive Risk, as long as it complies with the provision in paragraph **Erro! Fonte de referência não encontrada.**;

c) undergo the procedure provided for in Section Thirty-Six of the Agreement; or

d) be approved by at least the vote of the Manager, plus the simple majority of the Contractors, in the events the matter is about an obligation with term determined by ANP.

Postal voting

1.26. In cases in which the resolution needs to be made soon or for convenience of the Consortium Members, the decision may be made through postal voting, under the terms of the notice sent by the secretary of the Operating Committee to the other Consortium Members.

1.26.1. Email shall also be considered a form of correspondence, as long as information security is ensured.

1.27. Any Consortium Member may, upon justification, request postal voting to the other Consortium Members.

1.28. The request for postal voting shall contain a detailed description on the matter, with technical and financial information necessary for its proper analysis and resolution.

1.29. The untimely vote of any Consortium Member shall be deemed abstention, as long as opposed by a Consortium Member.

Voting effects

1.30. The resolutions of the Operating Committee bind all Consortium Members, except for cases in which a certain proposal not approved by the Operating Committee is undertaken by the Contractor as Operations with Exclusive Risks.

Call for Technical Specialists and Creation of Subcommittees

1.31. The Operating Committee may create subcommittees with the purpose of supporting the resolutions, under the Internal Regulation of the Operating Committee.

1.32. The Operating Committee may call specialists to act as advisors, pursuant to the Internal Regulation of the Operating Committee.

Internal Regulation of the Operating Committee

1.33. The Consortium Members shall agree upon the Internal Regulation of the Operating Committee with provisions additional to those in this Annex.

Operating expenses of the Operating Committee

1.34. Expenses regarding the operation of the Operating Committee shall be borne by the Contractors proportionally to their Share.

1.34.1. The Manager shall bear with the travel and accommodation expenses of its representatives in the Operating Committee.

Emergency Operations

1.35. In cases of Emergency Operations, the Operator is authorized to develop the activities necessary for the protection of human life, the environment, and Consortium's and third-party properties, regardless of prior approval of the Operating Committee.

1.35.1. Expenditures incurred with such activities may be recognized as Cost Oil, and the Operator shall be required to promptly communicate the emergency situation to the Operating Committee and, in ten (10) days, report the works performed and the expenditures with the Emergency Operations.

SECTION II – OPERATOR

2.1. The Operator shall be the only person responsible, on behalf of the Consortium, for conduct and development of all activities of Exploration, Assessment, Development, Production, and decommissioning of the facilities under the Agreement.

2.1.1. The Operator is the only member of the Consortium that, on its behalf and within the limits defined by the Operating Committee, may execute agreements, enforce or undertake expenditure commitments, and take other actions related to the development of the activities of Exploration and Production of Oil and Gas in the Contract Area.

2.1.2. The Operator shall be responsible for representing the Consortium before regulators, inspecting authorities, and other external entities.

2.1.3. The Operator of this Agreement shall have at least a thirty percent (30%)-share in the equity rights and obligations of the Consortium in the Contract Area.

2.1.4. The Operator may resign its position, being subject to the conditions required by ANP.

2.2. The Operator shall:

a) act in compliance with this Agreement, the Applicable Laws and Regulations, and determinations of the Operating Committee;

b) conduct the Operations in a diligent, safe, and efficient manner, pursuant to the Best Practices of the Oil Industry, having No Loss or Gain in its capacity of Operator;

c) notify the Operating Committee and ANP of any Discovery inside the Contract Area, according to Section Twelve of the Agreement;

d) conduct the Operations with Exclusive Risks pursuant to Section IV of this Annex;

e) prepare the Work and Budget Programs and other documents to be submitted to examination of the Operating Committee, under the terms of this Agreement;

f) prepare and send to ANP, after definition of the Operating Committee, the plans, programs, and reports required by the regulator;

g) enter into any Production Individualization Agreements on behalf of the Consortium Members;

h) issue the Authorization for Expenditure to develop the activities approved by the Operating Committee in the Annual Work Program and call for contribution to pay the Consortium expenses;

i) render accounts to the Consortium, as established under this Agreement and by the Operating Committee;

j) obtain the relevant legal licenses and permits required to conduct the operations in the Contract Area;

k) provide the non-Operator Consortium Members with access to the facilities and records of the Operations, upon their prior request;

l) pay the Royalties due on behalf of the Contractors;

m) represent the non-Operator Consortium Members when contacting ANP;

n) in case of emergency, take the necessary measures to protect life, the environment, the facilities, and the equipment;

o) keep the non-Operator Consortium Members informed of the activities in progress arising from performance of this Agreement;

p) propose to the Operating Committee the matters of the Table of Competences and Resolutions.

q) manage the Exploration and Production projects regarding the Agreement through a methodology based on the market references and with a structure centralized in and coordinated from a project management office, aiming at standardizing the governance processes related to the projects, as well as to planning, organization, conduct, control, documentation, and completion of its activities.

Information provided by the Operator

2.3. The Operator shall provide to the other Consortium Members the following data and reports as they are prepared or compiled during conduct of the Operations:

a) copies of all records or researches, including in electronic format, if any;

b) daily drilling reports;

c) copies of all essential tests and data and of analysis reports;

d) final drilling report;

e) copy of line interconnection reports;

f) final copies of geological and geophysical maps, seismic sections, and objectives;

g) engineering studies, development projects, and progress reports of the development projects;

h) daily bulletin of the Production of Oil and Gas with record of production losses and burnings;

i) field data and also performance reports, including Reservoir studies and reserve estimates;

j) copies of all reports regarding material of Operations in the Contract Area or provided to ANP;

k) copies of the engineering projects of each well, including any reviews;

l) periodic reports with safety, health, and environment indicators regarding the Operations; and

m) other studies and reports established by the Operating Committee.

2.4. The Operator shall promptly notify the Consortium Members of administrative complaints and lawsuits related to the Operations.

2.4.1. The Operator shall represent the Consortium Members judicially and extrajudicially.

2.4.2. The Operator shall provide quarterly reports to the Consortium Members with updated administrative complaints and lawsuits related to the Operations.

2.4.3. Additional information arising from execution of the Operations in the Contract Area may be requested, at any time, to the Operator by the Contractors, at their own expenses.

2.5. The Manager shall receive additional information with no costs.

Limitation of the Responsibilities of the Operator

2.6. The Contractors are jointly liable for any losses and damages caused in the execution of the Operations and to each other, according to their respective shares, except when the Operator, at high managerial level (General Manager of the Operating Unit, Executive Manager, or equivalent, at least), proceeds with evidenced direct or eventual willful misconduct or gross negligence, cases in which it shall bear all losses, damages, costs, expenses and liabilities, and general burdens resulting therefrom on an individual basis.

SECTION III – PLANNING AND DEVELOPMENT OF ACTIVITIES WITHIN THE CONSORTIUM

Work and Budget Program for the First Year of the Agreement

3.1. Within thirty (30) days after the date of organization of the Operating Committee, the Operator shall submit to the other Consortium Members a proposed Work and Budget Program detailing the Operations to be executed for the remainder of the current year and, if necessary, for the following year.

3.1.1. Within no more than thirty (30) days after delivery, the Operating Committee shall meet to analyze and resolve upon the Work and Budget Program.

Work and Budget Program for the Subsequent Years

3.2. By September 1st of each calendar year, the Operator shall submit to the other Consortium Members a proposed Work and Budget Program detailing the operations to be executed in the following year.

3.2.1. Within thirty (30) days after delivery, the Operating Committee shall meet to analyze and resolve upon the Work and Budget Program.

3.3. If the Operating Committee does not approve an Operation of the proposed Work and Budget Program, any Contractor may, in the future, propose to execute it as an Operation with Exclusive Risk, pursuant to Section IV of this Annex.

3.4. In case the Work and Budget Program is approved by the Operating Committee, the Operator shall take the measures necessary for submitting it to ANP.

3.5. In case ANP requires changes in the Work and Budget Program, the matter shall be submitted again to the Operating Committee for further analysis, following the procedures and deadlines established in the preceding paragraphs.

3.6. The Work and Budget Programs in the Exploration Phase shall include at least part of the obligations related to the Minimum Exploration Program, which shall be performed during the following calendar year.

3.7. Any Work and Budget Program approved may be revised by the Operating Committee when deemed convenient.

3.7.1. As such reviews are approved by the Operating Committee, the Work and Budget Program shall be changed and, in this event, the Operator shall prepare and submit such restatements to ANP.

Exploration Plan

3.8. In up to sixty (60) days of the date of creation of the Operating Committee, the Operator shall submit to the other Consortium Members the proposed Exploration Plan.

3.8.1. In up to thirty (30) days as of the date of submission of the proposal, the Operating Committee shall analyze and resolve upon the Exploration Plan.

3.9. In case the Exploration Plan is established by the Operating Committee, the Operator shall take the measures necessary for submitting it to ANP for analysis and approval.

3.10. In case ANP requires changes in the Exploration Plan, the matter shall be submitted again to the Operating Committee for further analysis, following the procedures and deadlines established in the preceding paragraphs

Notification of Discovery

3.11. Any Discovery in the Contract Area shall be formally notified by the Operator to the other Consortium Members and to ANP within no more than seventy-two (72) hours. The notice shall be followed by all relevant data and information available.

Assessment Plan

3.12. In case the Operating Committee considers that a Discovery needs to be assessed, the Operator shall, within sixty (60) days, submit to the other Consortium Members a proposed Discovery Assessment Plan in detail.

3.13. During the period of thirty (30) days as of submission of the proposal, the Operating Committee shall meet to analyze and resolve upon the proposed Discovery Assessment Plan.

3.14. In case the Assessment Plan is established by the Operating Committee, the Operator shall take the measures necessary for submitting it to ANP for analysis and approval.

3.15. In case ANP requires changes in the Assessment Plan, the matter shall be submitted again to the Operating Committee for further analysis, following the procedures and deadlines established in the preceding paragraphs.

Development

3.16. In case the Operating Committee declares the commercial feasibility of a Discovery, the Operator shall, as soon as possible, submit to the other Consortium Members a Development Plan, pursuant to the Agreement.

3.17. After receipt of the Development Plan and before any applicable term under the Agreement, the Operating Committee shall meet to analyze and define the Development Plan.

3.17.1. In case ANP requires changes in the Development Plan, the matter shall be submitted to the Operating Committee for new analysis.

Annual Production Program

3.18. By September 1st of every calendar year, the Operator shall submit to the other Consortium Members the proposed Annual Production Program of the Development Area or Field of the Contract Area in detail, which shall be subsequently submitted to ANP for analysis and approval, in compliance with Section Sixteen of the Agreement.

3.18.1. During the period of thirty (30) days as of submission of the Annual Production Program or sooner, if necessary to meet any applicable deadline under the Agreement, the Operating Committee shall meet to analyze and resolve upon the revision of the Annual Production Program.

3.19. In case the Annual Production Program is established by the Operating Committee, the Operator shall take the measures necessary for submitting it to ANP for analysis and approval.

3.20. In case ANP requires changes in the Annual Production Program, the matter shall be submitted again to the Operating Committee for further analysis, following the procedures and deadlines established in the preceding paragraphs.

Facility Decommissioning Program

3.21. In the year before the expected beginning of the Facility Decommissioning activities, the Operator shall submit to the Consortium Members a proposed Facility Decommissioning Program, detailing the Operations to be conducted in the Contract Area and the construction and financial schedule for the following year.

3.21.1. Within a thirty (30)-day period of submission, the Operating Committee shall analyze and resolve upon the Facility Decommissioning Program.

3.22. In case the Facility Decommissioning Program is established by the Operating Committee, the Operator shall take the measures necessary for submitting it to ANP for analysis and approval.

3.23. In case ANP requires changes in the Facility Decommissioning Program, the matter shall be submitted again to the Operating Committee for further analysis, following the procedures and deadlines defined in the preceding paragraphs.

Contracting of Goods and Services

3.24. The following are ordinary procedures for contracting goods and services required for the Operation:

3.25. **Procedure A**: Direct engagement of suppliers of goods and services is accepted up to the amount of USD15,000.00, and payment in installments is prohibited for the acquisition of the same good or service.

3.26. **Procedure B**: The Operator shall contract the most capable supplier of goods and services according to cost and quality criteria, and the Operating Committee shall be informed of the engagement.

3.26.1. When the supplier winning an engagement procedure B is an Affiliate of any of the Contractors, the Operating Committee's prior approval is required.

3.26.2. In any circumstance, the Operator shall promote the engagement procedure with the participation of at least three qualified suppliers.

3.27. **Procedure C**: The Operator shall contract the most qualified supplier of goods and services according to cost and quality criteria, and the Operating Committee shall previously approve the engagement.

3.27.1. The preliminary approval of the Operating Committee is required for the beginning of the engagement procedure, which shall ensure the advantage of the winning proposal and count on at least three qualified suppliers.

3.27.1.1. The Operator shall ensure that the preliminary approval will be timely for any change in the engagement strategy, with no impact on the project schedule.

3.27.2. The Operator shall provide to the other Consortium Members a preliminary list of participants of the engagement procedure, which shall be filled out with indications of any Consortium Member, upon request to the Operator in no later than fifteen (15) days of receipt of this preliminary list.

3.27.3. The Operator shall submit to the Operating Committee, before execution of the agreement, an engagement report, which shall include the competitive analysis of the bidding process, as well as the reasons for choosing the supplier.

3.27.4. The Operator shall end the engagement procedure after approval of the Operating Committee.

3.27.5. Any Consortium Member may have access to a copy of the agreements executed by the Operator, upon request.

3.28. The limits for determination of the ordinary engagement procedure to be used by the Operator, which may be reviewed every five (5) years by the Operating Committee, are the following:

Type of Operation	Procedure A	Procedure B	Procedure C
Exploration and Assessment	Up to USD15 thousand	Between USD15 thousand and USD2 million	Above USD2 million
Development	Up to USD15 thousand	Between USD15 thousand and USD7 million	Above USD7 million
Production	Up to USD15 thousand	Between USD15 thousand and USD4 million	Above USD4 million

3.29. The use of U.S. Dollar in the table above is for reference only and does not imply any possibility of recognition of expenditures in foreign currency.

3.30. Definition of the procedure shall take into account the buying exchange rate of the date of vote registration.

3.31. Joinder to good and service supply agreements previously executed by the Contractors or the Consortiums in which they participate and the purchase of goods from the inventories of the Contractors or the Consortiums in which they participate are extraordinary procedures of contracting of goods and services necessary for the Operations.

3.31.1. Extraordinary engagement procedures may only be adopted in situations in which the impossibility of adoption of ordinary procedures and the competitiveness of the prices are evidenced.

3.31.2. Engagements through extraordinary procedures shall be previously approved by the Operating Committee.

3.31.3. The Operator shall ensure that the preliminary approval will be timely for any change in the engagement strategy, with no impact on the project schedule.

3.32. The contracting of services typically performed by the Operator characterizes special procedures of contracting of goods and services necessary for the Operations.

3.32.1. The special engagement procedure shall be regulated according to the Internal Regulation of the Operating Committee.

3.33. Contracting of goods and services through a foreign company instituted by the Contractors, aiming at using the tax benefits of the special customs regime of export and import of goods and services intended for the activities of Exploration and Production of the Oil and Gas Deposits – REPETRO, is a specific procedure.

3.33.1. The engagement procedure referred to in paragraph 3.33 shall ensure the Manager's participation in the procedure of definition of strategy and acquisition of goods and services eligible for the benefit of REPETRO.

3.33.2. The specific engagement procedure shall be regulated in the Internal Regulation of the Operating Committee.

Authorization for Expenditure

3.34. Before incurring a commitment or expenditure provided for in the previously approved Work and Budget Program, the Operator must issue an Authorization for Expenditure for the Operating Committee if the amounts involved are higher than USD7 million, pursuant to paragraphs 3.29 and 3.30.

3.34.1. The amounts may be reviewed by the Operating Committee with minimum frequency of five (5) years.

3.35. The Authorization for Expenditure may be resolved upon in ordinary and extraordinary meetings of the Operating Committee or through postal voting, as provided for in the Internal Regulation of the Operating Committee.

3.36. Preparation of the Authorization for Expenditure shall be based on the Work and Budget Program previously defined by the Operating Committee, and a further authorization for expenditure shall be required in case the total amount exceeds 5% of the approved budget.

3.36.1. If the amount of a certain line item exceeds 10% of the initial authorization, a new Authorization for Expenditure shall be required.

3.37. The Operator is not required to issue an Authorization for Expenditure related to general and administrative expenses listed as individual items of the approved Work and Budget Program.

3.38. Each Authorization for Expenditure proposed by the Operator shall:

a) Identify the Operation to be conducted according to the applicable line item in the Work and Budget Program;

b) Describe the Operation in details;

c) Include the best estimate of the Operator for the total funds required to conduct the Operation;

d) Outline the proposed construction and financial schedule;

e) Include additional information to support the Operating Committee's resolution.

Expenditures above the expected

3.39. For the expenses of the Work and Budget Program approved, the Operator shall be entitled to incur, without need of a new approval of the Operating Committee, an additional expense for each line item of up to ten percent (10%) of the respective amount approved, as long as the total accrued expenses above the expected for the current calendar year do not exceed five percent (5%) of the total Work and Budget Program.

3.39.1. In case the Operator anticipates that the defined limits may be exceeded, a revision of the Work and Budget Program shall be submitted to the Operating Committee.

3.40. The restrictions in paragraph **Erro! Fonte de referência não encontrada.** shall apply without prejudice to the Operator's obligation of incurring expenses arising from Emergency Operations without the prior approval of the Operating Committee.

SECTION IV – OPERATIONS WITH EXCLUSIVE RISKS

Limitation of Applicability

4.1. Operations with Exclusive Risks may be proposed by any Contractor as long as the interested party or parties undertake all risks, being responsible for costs and investments and undertaking liability for any damages related to the conduct of the Operations and its consequences.

4.1.1. The Manager may not propose Operations with Exclusive Risk.

4.1.2. The Contractors choosing not to participate in an Operation with Exclusive Risk shall not undertake risks, be responsible for costs and investments, or undertake liability for any damages related to the conduct of the Operations and its consequences.

4.2. Only the following Operations may be proposed and conducted as Operations with Exclusive Risks:

a) Drilling and/or tests in exploratory wells and assessment wells, except for Operations necessary for performing the obligations of the Minimum Exploration Program;

b) Continuity of the Exploration Phase after the Operating Committee's decision of early conclusion;

c) Deepening, lateral deviation, secondary cementation, and/or new completion of wells;

d) Acquisition of geological and geophysical data, except for Operations necessary for performing the obligations of the Minimum Exploration Program;

Procedure for proposing Operations with Exclusive Risks

4.3. As provided for in paragraphs **Erro! Fonte de referência não encontrada.** and **Erro! Fonte de referência não encontrada.**, in case any Contractor proposes the performance of an Operation with Exclusive Risk, the Contractor shall submit such proposal to the Manager for approval, which shall only reject it in case its execution entails delay in the approved Work and Budget Program or poses any risk to the other Operations under this Agreement.

4.3.1. The proposal shall specify the exclusive nature of the Operations and include the work to be carried out, location, objectives, and its estimated cost.

4.3.2. After approval by the Manager, the proposing Contractor shall immediately notify the other Contractors so that they express if they will adhere or not to the proposed Operation with Exclusive Risk.

4.3.3. The Contractors intending to adhere to the Operation with Exclusive Risk shall notify the proposing Contractor and the Operator within ten (10) days of receipt of the notice proposing the Operation with Exclusive Risk.

4.4. The Contractor's absence of expression of adherence to the proposed Operation with Exclusive Risk by the end of the deadline established in paragraph **Erro! Fonte de referência não encontrada.** shall be interpreted as a refusal.

Costs of the Operation with Exclusive Risk

4.5. The costs and risks of the Operation with Exclusive Risk shall be exclusively undertaken by the proposing Contractors or those adhering to it in the proportion of their share in the Consortium and only considering the Contractors participating in such Operation or as agreed by them.

4.6. The Contractors shall previously agree on the award to be paid by the Contractors not participating in the Operation with Exclusive Risk in case of evidenced success of the Exclusive Operation resulting in expansion of the recoverable volume of hydrocarbons in the Contract Area or in reduced expenses for the Consortium.

4.6.1. The Manager shall not pay the award.

4.6.2. The costs of the Operation with Exclusive Risk, in case of evidenced success, measured in expansion of the recoverable volume or in reduced expenses, shall be recoverable as Cost Oil.

4.6.3. The award to be paid by the Contractors later adhering to the Operation with Exclusive Risk shall not be recoverable as Cost Oil.

Other Conditions for Operations with Exclusive Risks

4.7. The proposal and the execution schedule of the Operations with Exclusive Risks shall be subject to approval of the Operating Committee.

4.7.1. The remaining conditions for Operations with Exclusive Risks shall be addressed by the Contractors in a proper instrument.

SECTION V – RIGHT OF FIRST REFUSAL

5.1. Any full or partial Assignment of the rights and obligations under this Agreement, except for merger, spin-off, and consolidation, when the corporate reorganization results in change of the Contractor, shall be subject to the following procedure.

5.2. Once the final terms and conditions of an Assignment have been duly negotiated by the assignor, it shall disclose the final commercial terms and conditions relevant to acquisition of the share (and, if applicable, determination of the amount in cash for acquisition of the share) through a notice to the other Contractors.

5.3. Each Contractor shall have the right to acquire the assigning Contractor's shares according to the final commercial terms and conditions described in the notice provided for in paragraph **Erro! Fonte de referência não encontrada.** if, within thirty (30) days of the assignor's notice, such Party submits to all other Contractors a counter notice accepting such terms and conditions without reservations or conditions.

5.4. If no Contractor submits such counter notice, the Assignment between the assignor and the assignee described in the notice provided for in paragraph **Erro! Fonte de referência não encontrada.** may be concluded, subject to other provisions of Clause Thirty of this Agreement, under terms and conditions not more favorable to the assignee than those provided for in the notice of paragraph **Erro! Fonte de referência não encontrada.** to the Contractors, provided that the Assignment is concluded within one hundred and eighty (180) days of the date of notice.

5.5. No Contractor shall have the right or be required to acquire any asset other than the Assignor's rights and obligations in relation to this Agreement and the Assignor's shares in the Consortium, regardless of other transactions included in the Assignment.

ANNEX XII – COST OIL RECOVERY LIMIT AND PROFIT OIL SHARING PERCENTAGE

During the Production Phase, the Contractor shall, every month, receive the Production share corresponding to the Cost Oil, observing the limit of [(xxxxxxxxxxx (XX%)] of the Gross Production Value.

Federal Government's Profit Oil Share (%)				
Production per Producing Well (bbl/d)➔ / **Barrel price (USD/bbl)🡻**	**< Prod1**	**Between Prod1 and Prod2**	**Between Prod3 and Prod4**	**> Prod4**
< P1				
Between P1 and P2				
Between P2 and P3				
Between P3 and P4				
>P4				