



TERMS AND CONDITIONS FOR SERVICES OR PRODUCTS SUPPLY

1. SPECIFICATIONS

1.1 In the supply of products/materials or services, the Contractor is competent and registered for this type of supply, using for this purpose, its employees, who must be duly registered and in good standing with the labor and social security legislation, and the products supplied herein must be duly registered and cleared for free circulation by the competent authorities, including, but not limited to, regulatory agencies and tax authorities. The Contractor must strictly comply with the specifications and/or projects included in these Terms and Conditions ("**T&C**") and its attachments, as well as the purchase/service order ("**Order**") regulated by these T&C and its attachments, if any. Any change may only be made with the Company's prior and express written consent.

1.2 The celebration of these T&C does not impose any exclusivity of the Contractor in the supply of the products/materials or services which are the purpose of these Company's T&C.

2. TERM

2.1 These T&C will be valid from the date of the Order release and remain in effect for the term of 12 (twelve) months and may be extended only one time upon written notice from the Company and Contractor's acceptance.

3. PRICE

3.1 When applicable, all products/materials and ancillary services, resources, or accessories, required to the supply according to these T&C and the Order are included in the price.

3.2 During the term indicated in Clause 2 of these T&C, no price adjustment will be allowed by the Contractor. The prices are those negotiated and stated in the Order.

4. PAYMENT

4.1 Upon completion of the supply or services, payment will be made as set forth in the Order, subject to the provisions of these T&C.

4.2 The invoicing of the amounts regarding the supplies or services can only be done after they have been fully executed and delivered by the Contractor and accepted by Company in a definitive manner.

4.2.1 Company's supervision must, within 15 (fifteen) calendar days, approve or reject the products/materials or services delivered by the Contractor, or make eventual reservations regarding the description, quality, and/or quantity of the products/materials or services supplied.

4.2.2 If any products/materials or services are rejected by Company's inspection, they will



only be invoiced by the Contractor after their correction, followed by a new inspection and acceptance by Company's inspection.

4.3 If any error is found in the reports, the invoices will be returned and the respective payments will be withheld until their effective correction, without this implying the stoppage of supplies, or the incidence of any readjustment or fine if the payment, due to the error found, occurs after the due date.

4.4 Invoices will be made through the Contractor's establishment and must be processed against Company's establishment as stated in the Order.

4.4.1 Payments must be made as established in the payment terms of Order, to a current account held by Contractor by means of deposit or bank transfer. Payment by bank slips will not be accepted.

4.5 Contractor may only issue an invoice for the supplies or services properly executed, after Company's acceptance, and in the period between the 1st (first) and 25th (twenty-fifth) day of each month. If the deadline above is not observed, the Contractor must cancel the Invoice eventually issued and will only be authorized to issue it again in the subsequent month, observing the same deadline.

4.5.1 In the event of material supply, the invoice ("**DANFE**") must be sent to the Company's warehouse. In the case of services, the invoice and XML file must be sent by e-mail to notafiscal@3rpetroleum.com.br together with the Measurement Report ("**BM**").

4.6 Company must pay 100% (one hundred percent) of the total amount of the invoice after the delivery of the material or the services and the receipt of the invoice by the Company, with a copy of the quality certificates. Payments will only be made in the 20th (twentieth) day of the month following receipt date of the respective invoices and only on business days.

4.7 If invoices are not submitted within the deadlines established above, payments will be postponed for as many calendar days as correspond to the delay in delivering finance documents, without the Contractor being entitled to claim any surcharges resulting from this delay.

5. TERMINATION

5.1 These T&C may be terminated by Company, at any time, upon 30 (thirty) days' written notice, without entitlement to compensation of any kind, except payment for the deliveries already made in accordance with these T&C and the Order.

5.1.1 The supply or services requested by Company until the date of termination must be fully executed by the Contractor, and it is certain that the Order will be considered as due only after Company's acceptance of the products/materials or services which are the purpose of this T&C.

5.2 Without prejudice to applicable penalties and/or losses and damages, and regardless

of any notification, the events described below will also trigger the termination of these T&C:

- (i) in case of abandonment or suspension of deliveries already started for more than 2 (two) calendar days, or 5 (five) non-calendar days, due to Contractor's fault;
- (ii) in case of judicial or extrajudicial reorganization, bankruptcy, judicial or extrajudicial liquidation of the Contractor;
- (iii) in case of total or partial assignment of these T&C to a third party, without Company's prior written consent;
- (iv) in case of non-fulfilment with the technical specifications of the supplied products/materials or services, technical incapacity, negligence, malpractice, or bad faith of the Contractor; and
- (v) in case of violation of the anti-corruption provisions set forth in these T&C. In this case, Contractor undertakes to reimburse Company for all losses arising from the wrongful act.

5.3 If any irregularities or noncompliance with the obligations of these T&C, its attachments, Order are found, except the ones described in Clause 5.2 above, Company may terminate these T&C if Contractor fail to remedy the irregularity or noncompliance within 5 (five) days after being duly notified. Contractor will not be entitled to any compensation and/or receipt of withheld amounts and will be liable for losses and damages and/or applicable penalties.

5.4 Upon termination of these T&C, all rights and obligations of the parties will be extinguished, except for Contractor's obligation to deliver any ongoing supply or finish the services at the time of termination and Company's obligation to pay Contractor any amounts due at the time of termination.

5.5 Termination will not relieve Contractor of any liability arising from damages caused or to be caused, as well as from the obligations assumed under these T&C.

6. CONTRACTOR'S OBLIGATION

6.1 Without prejudice to others specified or implied in these T&C and in the Order, Contractor's obligations are as follows:

6.1.1 Be technically and efficiently responsible for the delivery of the supplies, regarding the legislation in effect, ensuring that the products/materials or services supplied meet the strictest quality criteria and their suitability for their intended purpose.

6.1.2 Attend to all expenses arising from labor, material, lodging, transportation, food, provisions contained in the applicable labor and social security legislation, and other regarding the scope, and medical assistance of its personnel, Labor and Social Security Laws.

6.1.3 Accept and facilitate the action of Company's inspection, complying with its requirements.

6.1.4 Be absolutely and inexcusably responsible for the complete supply of the products/materials or services, as well as for their quality, assuming full responsibility for the standards established for the supply or services.

6.1.5 Be fully responsible for all acts performed by its employees, contractors, and/or agents in the performance of the supplies or services contracted herein, being responsible, including, for damages caused to third parties as a result of an act or fact arising from an action, omission, negligence, carelessness, and imprudence attributable to its subordinates and/or products and materials.

6.1.6 Bear the costs of salaries, benefits provided for in labor norms, social security contributions, and any taxes levied on the supply, it being certain that these T&C or the Order do not give rise to an employment relationship, joint venture, consortium, economic group, and/or joint action between the Company and Contractor, nor between Company and the Contractor's employees, contractors, and/or agents.

6.1.7 Provide the supplies or services in accordance with these T&C and the Order, ensuring the faithful execution of the contracted object, so that the supplies or services are always performed by experienced, properly qualified, and trained personnel. Contractor will also ensure that its employees act with due skill, care, diligence, and will act in a professional manner, always using the best techniques known in the market.

6.1.8 Replace, whenever requested by Company, in the shortest possible time, any product/material when it does not meet the technical specifications, is damaged and/or malfunctioning or re-do any services.

6.1.9 Observe and make its employees, service providers and/or subcontractors to observe the internal policies sent by Company, all applicable to these T&C, which Contractor declares to have full knowledge. Contractor will also observe the laws, regulations, applicable to the performance of the supplies regulated by these T&C, including the rules relating to safety, hygiene, and occupational medicine in force, which imply the safety and protection of such employees when in service on Company's premises. Contractor declares to be aware of the Labor Department's regulatory norms, as well as guidelines related to health and safety that must be implemented due to the pandemic, which are made official by competent government agencies, being responsible, as a result, for any fines that are imposed on Contractor by the competent inspection agency and that it has given cause to.

6.1.10 Keep surveillance of the materials, machines, tools, and other belongings of its property, when the supply or services are being performed on Contractor's premises, the latter being exempt from any responsibility for thefts, losses, or damages occurring on site.

6.2 Contractor declares that it is aware that 3R PETROLEUM ÓLEO E GÁS SA, registered with the CNPJ under No. 12.091.809/0001-55 ("**3R OG**"), is qualified as a publicly-held company with values securities issued and admitted to trading in the Brazilian capital

market, being subject to the provisions of CVM Resolution N° 44, of August 23, 2021, as amended from time to time, and that the trading of securities issued by it in possession of privileged information or transfer of information confidential are subject to the penalties established in Law No. 6,385, of December 7, 1976, as amended. Contractor undertakes to inform its representatives involved in this Agreement of the confidential nature of these T&C and any information relating to Company, and to ensure that its representatives comply with the restrictions and prohibitions, if applicable, in the trading of 3R OG's securities.

DELIVERY

6.3 Contractor must deliver the products/materials or services under the Order by the deadline established in the Order.

7. SUBCONTRACT

7.1 Contractor may not subcontract, in whole or in part, the conditions and obligations assumed in these T&C and the Order to third parties, without Company's prior express written consent.

7.2 Contractor is solely responsible to Company for the subcontract(s) it elects, including, but not limited to, safety, obligations stipulated in these T&C, deadlines, products/materials or services of the subcontractor(s), quality standards of the products/materials or services supplied by it, charges and duties of labor, social security and tax nature, accidents of any nature, damages caused to third parties and/or the environment, among others, redoing at its own expense the supplies provided in disagreement with the specifications of these T&C or the Order.

8. SUPERVISION

8.1 The supplies or services will be inspected by technicians appointed by Company, with powers to verify their faithful compliance, in all its terms and conditions, including as to projects and specifications. Eventual action or omission of Company's representative will not exempt the Contractor from the obligations defined in these T&C or in the Order, in view that such obligations are not assumed spontaneously by Contractor but defined by Company. If any repair and/or replacement of the supplied products/materials or services is required, which was not caused by Company's negligence, malpractice, and/or imprudence, within the warranty period, Contractor will bear the cost of the resources, equipment, and materials necessary for such repair and/or replacement.

9. CONTRACTOR'S RESPONSABILITIES

9.1 The following terms will have the meanings designated below:

- a) **"Company's Group"** or **"Company's Indemnified Persons"** means, individually or in any combination: (i) Company, its parent company, subsidiaries and affiliates, contractors (except Contractor) and subcontractors of all levels; (ii) its partners, associates in joint ventures, any entities for which the

Company provides services and all of its respective parent companies, subsidiaries and affiliates; and (iii) the respective directors, officers, agents, representatives, employees, guests and subrogates of those mentioned in the preceding items.

- b) **“Contractor Group”** means, individually or in any combination: (i) the Contractor, its parent company, subsidiaries and affiliates and subcontractors of all levels; (ii) its partners, associates in joint ventures and their respective parent companies, subsidiaries and affiliates; and (iii) the respective directors, officers, agents, representatives, employees, guests and subrogates of those mentioned in the preceding items.
- c) **“Losses”** means all actions, demands, causes of action, losses, judgments, liabilities, obligations to indemnify, costs, concessions, damages or expenses of any nature (including attorneys' fees and other reasonable legal expenses).

9.1.1. Contractor shall release, defend, indemnify and hold Company's Group harmless from any and all Losses arising from personal or physical injury, illness or death and/or property damage, destruction or losses suffered by any member of Contractor's Group, Company's Group or by third parties, arising from or related to the supply of products / materials or services.

9.1.2. In no event Contractor's responsibility for the correct and perfect provision of products/materials or services and for eventual incidents, accidents, losses and damages caused by the failures, mistakes or non-conformities of the provision of products/materials or services will be waived or reduced, even if such events result from or are related to Company's requests for changes, requirements, indications or opinion that have been tacitly accepted by Contractor.

9.1.3. Contractor's liability under these T&C is limited to the total amount provided in the Order, except in cases of labor, social security, tax, environmental liability and violation of Anti-Corruption clause.

9.2 Contractor is obligated, upon a prior notification, to take all measures and make the necessary efforts so that Company is excluded from the liability of any claim in any judicial and / or extrajudicial demand, regardless of its nature, filed by employees, officials, agents, subcontractors, representatives, collaborators, suppliers or service providers allocated by Contractor directly or indirectly in the performance of the supplies which are the purpose of these T&C, or due to the noncompliance with tax obligations, whether primary or secondary, by Contractor, directly or indirectly, in the performance of the supplies object of these T&C. If it is not possible to exclude Company from the liability of the claim, Contractor undertakes to reimburse Company for any payments made in court to settle a final and unappealable court decision.

9.3 It is expressly stipulated that no employment relationship or liability is established under these T&C by either party for the employees, agents, representatives, or subcontractors in any capacity of the other, and that each party is responsible, as an employer or not, for all expenses, obligations, and charges arising from the legislation in force for their respective

employees and contractors in any capacity.

10. TAX INCIDENCES

10.1 The taxes (taxes, fees, emoluments, fiscal and parafiscal contributions) due as a direct or indirect result of these T&C and the Order regulated by it, or its execution, shall be the sole responsibility of the taxpayer, as defined in the tax law, without right to reimbursement.

10.2 Contractor, when withholding source, will discount the payments it makes and will collect, within the deadlines established by law, the taxes it is obligated by the legislation in effect.

11. PENALTIES

11.1 In the event of non-compliance of the deliverables with the requirements of these T&C or the Order, or if Contractor's obligations are not fulfilled, Company shall notify Contractor in writing, granting the Contractor a term of 5 (five) business days to remedy the non-compliance observed. Upon expiry of this term without the aforementioned non-compliance being regularized, Company shall apply a daily default fine to Contractor, corresponding to 0.5% (half percent) per day of the total amount provided in the Order, as provided in these T&C.

11.1.1 Notwithstanding the provision of Clause 11.1 above, in the event of late submission of products, Company is exempt from giving prior notice, and reserves the right to apply to the Contractor, from the date of the delay, a daily default fine corresponding to 0.5% (half a percent) per day of the total amount provided in the Order, in accordance with the provisions of this T&C.

11.2 The maximum amount of fines applied under this T&C may not exceed 20% (twenty percent) of the Total Value provided for in the Order.

11.3 The amount of the fine and/or the cost necessary to remedy the non-conformity of the supply will be deducted from payments due by Company to Contractor or will be charged through a debit note.

11.3.1 The above-mentioned fine will be applied regardless of Company's right to terminate these T&C, and regardless of any judicial or extrajudicial notification or interpellation.

11.4 The payment of the fine provided for in this clause shall not exonerate Contractor from the obligation to refund Company the amount imposed on the later by virtue of any subsidiary or joint conviction, rendered by the Judiciary or by any administrative instance.

11.5 Contractor may appeal the fine application, in a motivated petition, within the non-extendable period of 15 (fifteen) calendar days, as of the date of receipt of the notification, in which case Company will also have a period of 15 (fifteen) calendar days to communicate the maintenance or increase of the fine.

11.6 The non-application of any of the penalties described above will be mere liberality on

the part of Company, not meaning novation of contractual obligations.

11.7 Notwithstanding any other provision of these T&C or the Order, Contractor acknowledges and agrees that if any provision of these T&C or the Order is not performed in accordance with its specific terms or is otherwise breached, the innocent party shall be entitled to require the specific performance pursuant to Article 497 and following of the Brazilian Code of Civil Procedure.

12. ANTICORRUPTION

12.1. Contractor declares to develop its activities in full compliance with the Contractor's Code of Ethics and Conduct and Anticorruption Policy, as well as with the provisions of Federal Law No. 12,846/2013 ("**Anticorruption Law**") and Decree No. 8,420/2015 ("**Regulatory Decree**"), ensuring that its directors, agents or employees do not offer, promise, give, authorize, request or accept any undue advantage, whether pecuniary or of any other kind, nor insinuate that they may or will adopt such practices.

12.1.1 Contractor declares that have received, read, understood, and guarantees to act in accordance with all the terms of the Company's Code of Ethics and Conduct and Anti-Corruption Policy. To this end, Company undertakes to send updated versions of the documents whenever there is any change in its content.

13. GUARANTEE

13.1 All product/material or services supplied under these T&C or the Order related to it are subject to a warranty period of 12 (twelve) months from Company's acceptance date or the warranty agreed between the parties in this Order.

13.2 During the warranty period, if the products/materials or services (i) have manufacturing defects, failures, problems, or abnormal wear, (ii) do not meet the warranties and technical specifications provided in these T&C or the Order, or (iii) show a decline in performance when subjected to normal use and care, Contractor shall repair or replace them, without additional cost to Company. In performing the replacement of any products/materials in compliance with this warranty, Contractor may use new products/materials. The products/materials replaced due to the use of this warranty, once replaced, become the property of the Contractor. In case of exercise of the warranty provided herein, the warranty period will be interrupted and will resume to be counted in full as of the repair or replacement of defective products/materials.

14. PROTECTION OF PERSONAL DATA

14.1 Due to this Agreement, a Party may receive personal data, as defined by the Law no. 13,709/2018 (Brazilian Personal Data Protection Law - LGPD) ("**Personal Data**"). Thus, the Parties declare and guarantee that the Personal Data received by them will be treated under the terms of this law and other legislation and/or norms that regulate the matter.

14.2 Contractor undertakes to:

- a) carry out the treatment of Personal Data received as a consequence of the business relationship only for the purpose of complying with their legal and contractual obligations, refraining from using such data, now or in the future, for any other purpose or in disagreement with the legislation;
- b) upon notification, immediately inform the other Party if it receives any request for correction, inclusion, or deletion of the personal data to which it has access under the business relationship, so that suitable measures may be taken; and
- c) return and/or destroy the Personal Data received as a result of the business relationship maintained, subject to the exceptions outlined in section 16 of the LGPD, whenever the return and/or destruction is requested to ensure the principles and conditions established by the legislation in force, under penalty of administrative, civil and criminal liability.

14.3 In the event of security incidents involving Personal Data, the party that caused the incident declares and acknowledges its responsibility for complying with any administrative, civil, and criminal sanctions provided for in section 52 of LGPD, without prejudice to any indemnification for losses and damages caused to the other party and/or third parties.

15. CONFIDENTIALITY

15.1 All information relating to Company's and its customers' business, customers, products, processes and trade secret information ("**Confidential Information**") disclosed to the Contractor during the course of the negotiation or execution of these T&C are confidential and shall be used by the Contractor solely for the supply of the products /materials arising which are the purpose of these T&C, and only what is necessary, shall be disclosed to its employees, and shall not be disclosed to third parties without the prior written consent of Company. All Confidential Information is owned by Company (or Company's client, as the case may be) and will have been entrusted to Contractor only for the purposes of performing these T&C. Contractor shall not, without the prior written consent of Company, use, reproduce, copy, allow the use, reproduction or copying of any Confidential Information, and must observe the rules described in Company's Code of Ethics and Conduct and sign the Confidentiality Agreement, available at <https://3rpetroleum.com.br/portal-fornecedor>.

15.2 The violation of Clause 15.1 above shall be considered a material breach of Contractor's obligations to Company, giving Company the right to immediately take the appropriate legal action in addition to terminating these T&C with immediate effect.

16. MISCELLANEOUS

16.1 The provisions of these T&C shall prevail in the event of conflict with Contractor's Order.

16.2 The unit prices of the items in the Order are fixed and final.

16.3 The Measurement Report and/or invoices must clearly indicate the number of these

T&C and the Order, the area of operation, the month of competence, place and date of issuance of the invoice and/or bill, the taxes included, and indication of the Contractor's bank account.

16.4 Contractor is expressly prohibited from issuing any type of exchange security related to these T&C, as well as the assignment of credits arising from these T&C. Contractor also undertakes not to protest any titles generated because of the supply of materials / products object of this T&C under penalty of application of the penalties provided for in these T&C without prejudice to the indemnity for damages suffered by the Company.

16.5 These T&C supersedes and revokes all previous understandings between Contractor and Company regarding the subject matter hereof, whether written or verbal, physical or digital.

16.6 The Parties agree that, under the terms of the "Declaration of Rights of Economic Freedom", according to free market guarantees, as provided for in Law No. 13,874, of September 20, 2019, as amended, as well as Provisional Measure 2. 200-2/2001, this Agreement is being entered into pursuant to articles 104 and 107 of the Civil Code, signed by the Parties in electronic format and/or by means of electronic certificates, including those using certificates not issued by ICP-Brasil, pursuant to art. 10, § 2, of Provisional Measure No. 2,200-2, of August 24, 2001. For this purpose, services available in the market and widely used will be used that enable the security of the digital signature by means of certification systems able to validate the authorship of the electronic signature, as well as to trace the "digital audit trail" (chain of custody) of these T&C, in order to verify its integrity.

16.7 The Parties irrevocably and irreversibly acknowledge the authenticity, validity, and full effectiveness of the signature in electronic format and/or by means of a digital certificate, for all legal purposes.

17. APPLICABLE LAW AND JURISDICTION

17.1 These T&C and the Order shall be governed and construed in accordance with the laws of the Federative Republic of Brazil.

17.2 The Parties hereby elect the courts of the central judicial district of Rio de Janeiro, State of Rio de Janeiro, and refuse any other court, regardless of how privileged it might be, to settle any dispute arising from these T&C or the Order.