

## NON-DISCLOSURE AGREEMENT

Upon acceptance of the terms of this Non-Disclosure Agreement, the Receiving Party agrees to comply with the conditions herein established regarding the confidentiality nature of the information that will be disclosed by 3R PETROLEUM ÓLEO E GÁS S.A. and/or any of its Affiliates (“3R”) during any contracting stages and procedures regarding the supply of goods and render of services.

### 1. CONFIDENTIALITY

**1.1.** The Receiving Party agrees to use the Confidential Information exclusively with the purposes of submitting a commercial proposal to 3R and for no other use, also agreeing with the fact that the Confidential Information shall be held in strict secrecy according to the confidentiality provisions hereunder. The Receiving Party shall not disclose the Confidential Information to any non-authorized third party nor shall use the Confidential Information to obtain any commercial advantage for itself or for third parties, except for the disclosure to its Representatives, provided that: (a) such Representatives shall receive the Confidential Information in order to evaluate, negotiate and/or consummate the Potential Contracting; and (b) execute a confidentiality agreement in the same terms herein provided.

**1.1.1.** “**Confidential Information**” shall mean: (i) geological and geophysical data, maps, documents, models and interpretations, notes, summaries, commercial, contractual and financial information disclosed by 3R; (ii) all and any documents that 3R and/or its Representatives disclose to the Receiving Party and its Representatives that are related to 3R and its affiliates; (iii) any communication, discussion, negotiation between the Parties and any other information that 3R discloses to the Receiving Party during the course of its discussions or negotiations that are related to the data and information disclosed under this Agreement (including, without limitation, any data, presentations and offerings). For the purposes of this Agreement, it shall be considered as confidential any and all information disclosed in written and the information verbally provided.

**1.1.1.1.** Notwithstanding the provisions above, the term “Confidential Information” shall not include information that:

- (a) is already in the possession of the Receiving Party on the date of the execution of this Agreement, provided that the Receiving Party and/or its Representatives do not have knowledge of the fact that said information is under any other form of confidentiality obligation;
- (b) is or becomes available to the public other than through the act or omission of an unauthorized disclosure by the Receiving Party or any of its Representatives in violation of this Agreement;
- (c) is independently obtained from a third party that has declared that it had the right to disclose such information in the moment that the Receiving Party received the information; and
- (d) is independently developed by the Receiving Party or its Representatives without the use of the Confidential Information.

**1.1.2.** For the purposes of this Agreement, “**Representative**” or “**Representatives**” means the directors, officers, employees, managers, attorneys-in-fact, agents, partners, lawyers, consulting, advisors (financial or others) and financial sources of the Parties.

**1.2.** In case the Receiving Party or any of its Representatives receive request or are required by law, rule, regulation or legal process including but not limited to, legal notice, interrogatories, subpoena, requests for information, civil investigative demand or order issued by a court with jurisdiction or governmental body to disclose all or part of the Confidential Information, the Receiving Party shall, to the extent permitted by law and except in the case of disclosures pursuant to regulatory oversight, immediately notify 3R, in written, of any such request, in order to reasonably cooperate so that 3R timely may (a) seek protection measures; or (b) authorize the disclosing only of the demanded Confidential Information.

**1.3.** Upon written request made by 3R at any time, the Receiving Party shall return or, at the Receiving Party's option, destruct the Confidential Information made available to it or to its Representatives. In this case, the Receiving Party must comply with such request within no longer than five (5) business days as of the receipt of such request, provided, however, that the Receiving Party may retain copies of the Confidential Information, subject to this Agreement, in accordance with the Receiving Party's internal record retention policies and procedures or for legal, compliance or regulatory purposes, provided that, in such case, those copies of the Confidential Information shall be held by the Receiving Party in accordance with the terms of this Agreement.

**1.4.** The Receiving Party hereby declares that it is aware that 3R is qualified as a public held corporation with securities issued and negotiable in the Brazilian capital market, being subject to the CVM Resolution No. 44, as of August 23<sup>rd</sup>, 2021, as amended, and that the negotiation of securities issued by 3R with Confidential Information or transfer of Confidential Information are subject to the penalties provided in the Law No. 6,385, as of December 7<sup>th</sup>, 1976, as amended. The Parties shall inform their Representatives involved in the negotiation about the confidential nature of the discussion held by the Parties and shall ensure that their Representatives comply with the restrictions and prohibitions, if applicable, to the negotiation of securities of each Party, as the case may be.

## **2. VIOLATION**

**2.1.** In case of breach of any provision hereunder by the Receiving Party and/or its Representatives, the Receiving Party shall indemnify the Disclosing Party for all direct damages suffered as a result of such breach or reimbursed by the Disclosing Party to third parties, without prejudice to further applicable civil and criminal sanctions and/or penalties.

## **3. NO REPRESENTATIONS AND WARRANTIES**

**3.1.** The Receiving Party agrees that the Disclosing Party and its Representatives, have no obligation of any nature to the Receiving Party or its Representatives: (i) related to the accuracy and completeness of the Confidential Information, except to the extent otherwise provided in definitive written documentation with respect to the Potential Contracting; or (ii) resulting from the use of the Confidential Information.

## **4. TERM**

**4.1.** This Agreement becomes effective on the date hereof and shall remain valid for a term of five (5) years counting from the date of consent this document or until a definitive agreement containing provisions specifically agreed herein is executed by the Parties, due the conclusion of the Potential Contracting, whichever occurs first.

## **5. GENERAL PROVISIONS**

**5.1.** Ownership of the Confidential Information. Nothing contained within this Agreement, not even the conveying of Confidential Information, shall be construed as assignment or transference of any rights, through license or any other mean, in any trademark, patent, copyright, technological information or any other Confidential Information or any other intellectual property, and 3R or its Representatives, as the case may be, shall remain the sole owners of the Confidential Information disclosed to the Receiving Party.

**5.2.** Applicable Law. This Agreement will be governed and construed according to the laws of the Federal Republic of Brazil.

**5.3.** Dispute Resolution. The Parties, irrevocably and unconditionally, agree that any dispute resulting from this Agreement shall be submitted to the courts located in the City and State of Rio de Janeiro, with express waiver to any other, as privileged as it may be.

**5.4.** Severability of the Dispositions. In case any term or provision of this Agreement is deemed invalid and unenforceable, it shall be considered ineffective only to the extent of said invalidity and unenforceability, and it shall not render invalid or unenforceable the remaining terms and provisions hereunder.

