



COMPANY LOGO

LIABILITY PROTOCOL

PROTOCOL OF RESPONSIBILITIES THAT AMONG YOU CELEBRATE, [Company Name] AND NEW SOUTH TRANSPORTER SA, BELOW:

NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS, based at Praia do Flamengo nº 200, 23º andar, Municipality of Rio de Janeiro, State of Rio de Janeiro, registered with the National Register of Legal Entities under No. 04.992.714 / 0001-84, hereafter referred to as **NTS** or **TRANSPORTER**;

[corporate name], economy society [type of society], head office [Address], subscribed in the National Register of Legal Entities of the Ministry of Finance - CNPJ \ MF, under No. [number], hereinafter referred to as [Company Name] or **DISTRIBUTOR**, represented in the form of its by-laws, as buyer,

PETROBRAS TRANSPORTE S.A. - TRANSPETRO, a corporation headquartered in President Vargas Avenue no. 328 - Centro, Municipality of Rio de Janeiro, State of Rio de Janeiro, registered in the National Register of Legal Entities under No. 002.709.449 / 0001-59 hereinafter referred to as **TRANSPORT** or **OPERATOR**, in quality of **Intervener**;

The **DISTRIBUTOR** and the **TRANSPORTER** shall henceforth be designated individually as the "**PARTIES**" and jointly referred to as the "**PARTIES**".

WHEREAS:

a) THE [Company Name] and PETROBRAS celebrated in [date], a NATURAL GAS Purchase and Sale Agreement, aiming at the delivery of GAS through the DELIVERY POINTS called [delivery point names];

b) THE [Company Name] is the concessionaire responsible for the distribution of piped GAS in the State of [state] and, as such, owns the assets required for receiving, odorizing and distributing GAS;

c) NTS owns DELIVERY POINTS called [names of the points of delivery];

d) NTS is authorized by the National Petroleum Agency - ANP to operate the DELIVERY POINTS called [delivery point names];



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e) TRANSPETRO is hired by NTS to perform the Operation and Maintenance activities of the DELIVERY POINTS called **[delivery point names]**;

f) As stipulated in item 2 of ANP Technical Regulation No. 2/2011 - Technical Regulation of Onshore Pipelines for the Movement of Oil, Derivatives and Natural Gas (RTDT), approved by Board of Directors Resolution 98, of February 2, 2011, when two or more If more companies are involved in the operation of a Pipeline or Pipeline System, either as a TRANSPORTER or as a recipient of the shipped products, a Responsibility Protocol (PR) must be established between them;

g) The PARTIES and the INTERVENIENT have agreed that the DISTRIBUTOR shall acknowledge this LIABILITY PROTOCOL to the **[loader]**, aiming at its manifestation in relation to the celebration of this document.

That being said, they have agreed to enter into the present Liability Protocol, in compliance with the following conditions:

1. OBJECT

It is the object of this Responsibility Protocol to define the responsibilities for operation, maintenance and preservation of the integrity of the INSTALLATIONS, as well as the integrated procedures between the **[Company Name]** and NTS at DELIVERY POINTS between the FACILITIES owned by **[Company Name]** and NTS assets called **[delivery point names]**, where the transfer of custody of GAS occurs.

These processes aim to coordinate and optimize the operational actions necessary to ensure the timely and quality supply of NATURAL GAS, providing reliability and operational and personal safety, reducing the possibility of damage to the environment.

2. DEFINITIONS

In this instrument and its annexes, whenever capitalized, either singular or plural, the terms below shall have the definitions provided in this clause.

ANP – National Agency of Petroleum, Natural Gas and Biofuels. Regulator of the activities that integrate the oil and natural gas industry and that of biofuels in Brazil, including the natural gas transportation activity.



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CARRIER AND / OR MERCHANT - any legal entity or consortium of companies that have entered into a contract with the TRANSPORTER for the NATURAL GAS transport service.

GAS or NATURAL GAS - hydrocarbon mixture consisting essentially of methane, other hydrocarbons and non-combustible gases, which is extracted from natural reservoirs, which is in the gaseous state under Base Conditions and in accordance with ANP Resolution No 16/2008.

IBAMA - Brazilian Institute of Environment and Renewable Natural Resources. It is a federal authority linked to the Ministry of the Environment.

INSTALLATIONS - are the pipelines and all related facilities used to make available or receive GAS as appropriate.

DISTRIBUTOR INSTALLATIONS - are the ducts and all related installations natural gas from the DELIVERY POOL BATTERY LIMIT.

TRANSPORTER INSTALLATIONS - are the ducts and all related installations used for the delivery of GAS at the DELIVERY BATTERY LIMIT.

BATTERY LIMIT - is the physical point between the TRANSPORTER INSTALLATIONS and DISTRIBUTOR INSTALLATIONS that interconnect via interconnect flange as defined in the document contained in Annex I of the MUTUAL OPERATING PROCEDURE (PMO).

[name of state regulatory agency or other agency] - means the Regulatory Agency of State **[state name]**, or other body that replaces it.

NOTIFICATION - As defined in Clause Eleven.

DISTRIBUTION / NETWORKS AND RAMALS EMERGENCY PLAN (ESDP)

- DISTRIBUTOR document, which aims to establish a system of action, according to the type of emergency that may occur, aiming to properly coordinate the procedures of communication and mobilization of the actions of each team and address and solve the problem in the shortest possible time., to keep:

- The safety of people, material goods and the environment;
- GAS supply, with the network under pressure at safety levels;
- The company's image with public opinion.



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TRANSPORTER EMERGENCY RESPONSE PLAN (PRE) - Document or TRANSPORTER's set of documents, which contain information regarding the pipeline and its area of influence, the accidental scenarios and the response to the various types of emergencies that may occur, arising from its construction and operation.

DELIVERY POINT - Transport Pipelines where NATURAL GAS is delivered by the TRANSPORTER to the LOADER or to whom it may appoint.

MUTUAL OPERATION PROCEDURE (PMO) - Document attached to this Protocol, prepared by those involved in the operation of the transport pipeline interconnections with the distribution networks, with the purpose of establishing the interfaces, actions and executive operational criteria.

3. REFERENCE AND SUPPLEMENTARY DOCUMENTS

3.1. REQUIRED REFERENCE DOCUMENTS:

- Regulamento Técnico de Duto de Terrestres para Movimentação de Petróleo, Derivados e Gás Natural - RTDT nº 02/2011.
- Norma Técnica ABNT 12.712, de 03 de abril de 2002, que rege Projeto de sistemas de transmissão e distribuição de gás combustível.

3.2. MANDATORY COMPLEMENTARY DOCUMENTS:

- MUTUAL OPERATION PROCEDURE (PMO);
- Operating licenses;
- Operation Authorizations;
- Emergency Response Plan
- EMERGENCY PLAN FOR DISTRIBUTION SYSTEM / NETWORKS AND RAMALS (ESDP).

3. PHYSICAL LIMIT OF RESPONSIBILITIES

The physical limits of responsibility, or BATTERY LIMITS, are, for each INSTALLATION described, the connecting flange between the physical INSTALLATIONS of the DISTRIBUTOR and the physical INSTALLATIONS of the TRANSPORTER, operated by the INTERVENIENT, in accordance with the document contained in Annex I, which is hereby initialed by the PARTIES and becomes an integral part of this instrument.



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The assignments and responsibilities of the Parties are:

5.1. DISTRIBUTOR'S RESPONSIBILITIES AND RESPONSIBILITIES

5.1.1. The DISTRIBUTOR is responsible for the operation and maintenance of its INSTALLATIONS, up to the BATTERY LIMIT with the TRANSPORTER INSTALLATIONS operated by it, and its procedures will follow the internal regulations of the DISTRIBUTOR, as well as, as applicable, the regulation of **[name gives state regulatory agency or other agency]**.

5.1.2 The DISTRIBUTOR shall, as appropriate, maintain the information and communication systems between the PARTIES in perfect working order.

5.2. TRANSPORTER'S RESPONSIBILITIES AND RESPONSIBILITIES

5.2.1. The TRANSPORTER is responsible for the operation and maintenance of its INSTALLATIONS, up to the BATTERY LIMIT with the INSTALLATIONS operated by the other PART, and its procedures will follow the internal regulations of the TRANSPORTER / OPERATOR, as well as, as applicable, the ANP regulation.

5.2.2. Maintain, as appropriate, the information and communication systems between the PARTIES in perfect working order.

5.3. PARTIES 'RESPONSIBILITIES AND RESPONSIBILITIES

5.3.1. Any abnormality that may compromise the quality of the information regarding process variables or the integrity of critical equipment, observed by one of the PARTIES of this Protocol, shall be formally notified to the other PARTIES, as well as the LOADER, who shall be aware of all that occurred. .

5.3.2. The PARTIES shall keep operational records of all matters pertaining to the delivery of GAS for five years.

5.3.3. The PARTIES undertake to provide each other with information and to make operational data available to each other, upon request, upon justification of the request.

É except for the right of the PARTIES to keep confidential information not related to this Responsibility Protocol.

5.3.4. The PARTIES agree that the activities set forth in this Liability Protocol shall be carried out in a manner that does not incur any PARTY.



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5.3.5. During routine inspections of the DISTRIBUTOR or TRANSPORTER, the PARTIES undertake to observe, whenever possible, the INSTALLATIONS operated by the other PART for evidence of operational and / or property abnormalities. If any abnormalities are suspected, they should be reported immediately.

5.3.6. Inspections and maintenance performed at the INSTALLATIONS of one of the PARTIES shall follow the operational and Safety, Health and Environment - SMS rules of the same.

5.4. The PARTIES agree that, in order to avoid duplication of contractual liability as a result of the same event, breach of obligation under this Liability Protocol (or in the PMO which is an integral part of this Protocol) resulting in breach of obligation in the Purchase Agreement. and Sale of NATURAL GAS, between CARRIER and DISTRIBUTOR, or in the Contract of Carriage, between CARRIER and TRANSPORTER, shall have only the consequence provided for in the Distribution Agreement and / or the Carriage Contract in force, nothing further being required between the PARTIES, with on the basis of this Responsibilities Protocol.

6. EMERGENCY RESPONSE AND OPERATIONAL SAFETY

Operational emergency is characterized by the occurrence of events that may endanger the physical integrity and health of persons, the assets of the PARTIES, the INSTALLATIONS and / or the properties of third parties or the environment, with or without partial or total interruption. of normal operations.

6.1. The PARTIES undertake to keep up to date their ESD and / or EMERGENCY RESPONSE SYSTEMS / PRE EMERGENCY PLANS - PRE, comprising each company's area of responsibility and its INSTALLATIONS.

6.2. Within their area of responsibility, as per BATTERY LIMITS, the PARTIES are responsible for emergency control actions.

6.3. In the event that operational events and / or emergency situations may occur at the DISTRIBUTOR and / or TRANSPORTER'S INSTALLATIONS near the BATTERY LIMIT or that affect their operation, the PARTIES undertake to implement actions that contribute to eliminating or reducing the impact on the PARTIES, the community, the environment and the employees of the PARTIES, even if the event occurs outside their area of responsibility, until the mobilization of the person responsible for coordinating emergency actions.



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6.4. Any relevant changes to the INSTALLATIONS that may influence the operation of the equipment and INSTALLATIONS object of this Responsibility Protocol shall be communicated in advance to the other PART.

6.5. EXTERNAL COMMUNICATION IN CASE OF EMERGENCIES

6.5.1. Communication with the press shall take place according to the standard of each PART, and the respective areas of communication shall make every effort to maintain prior and mutual consultation whenever possible.

6.5.2. Emergency reporting to IBAMA, ANP, [name of the regulatory agency state or other agency], federal, state and municipal agencies will be according to the standards of each PART.

6.6. MUTUAL AID

6.6.1. Should an emergency operational situation materialize, the PARTIES shall endeavor, whenever possible, to endeavor to provide each other with all available resources that may assist in the elimination and / or minimization of the occurrence until final corrective action can be implemented. The emergency will be coordinated by the party requesting the assistance.

6.7. DISPOSAL OF MATERIAL RESOURCES

6.7.1. The PARTIES are willing to mutually, whenever possible, provide material resources such as equipment, vehicles, parts, and other materials, or other resources that may assist and / or prevent the spread or magnitude of the emergency event, provided that such action do not immediately affect business continuity or endanger it.

6.8. HUMAN RESOURCE AVAILABILITY

6.8.1. Whenever possible, the PARTIES are willing to collaborate in operational emergency situations with their workforce, provided that such activities do not adversely affect their ongoing operations. Responsibility for any accidents with PARTY employees during emergency situations or during routine operations rests with each PARTY.

6.9. MAKING EMERGENCY SIMULATES

6.9.1. Each PARTY may, as appropriate, undertake or participate in a simulated emergency exercise for each term of this Protocol. When performing external simulated exercises, the PARTY performing it may



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invite the other PARTIES to participate as a member; as an observer; or as an appraiser.

7. MAINTENANCE AND INSPECTION

7.1. The PARTIES undertake, in accordance with their specific standards, to maintain a maintenance and inspection plan that permanently guarantees the physical integrity of the FACILITIES within their limits of responsibility.

7.2. The details of the inspection and maintenance plans of each PART shall be defined by the PARTIES separately, and shall obey the current technical standards on the subject and focus on the safety and conservation of the INSTALLATIONS.

8. TRANSFER OF COSTS

8.1. The operating costs of inspection and maintenance of the PARTIES of each PART will always be borne by the asset owner.

9. ASSIGNMENT

9.1. In the event of assignment of this Liability Protocol by one of the PARTIES, the other PARTIES shall be notified in advance, within at least 30 (thirty) days, remaining for a further 90 (ninety) days after the effective transfer as co-responsible for the operations performed.

10. TERM OF THE AGREEMENT

10.1. This Liability Protocol shall be valid for a period of 10 (ten) years, and will be automatically extended for an equal period, except by express notice of termination by one of the PARTIES, as provided in Clause Eleven.

10.2. This Liability Protocol may be amended or revised, provided that the Parties agree. Any proposed modifications to this Liability Protocol need to be formalized through an amendment or addition to this Protocol.

10.3. This Liability Protocol will enter into force on the date of its signature, however, it will only take effect, upon the confirmation by the DISTRIBUTOR that the LOADER has formally expressed his opinion on the content of this Term, stating that he has no objection to the conditions stipulated therein.



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10.3.1. Within 60 (sixty) days from the date of signature of this PR, if the above condition is not met, the DISTRIBUTOR may declare that this document is terminated at no cost to the PARTIES and the INTERVENING PARTY.

11. NOTIFICATION

11.1. For all legal purposes, NOTIFICATION shall be deemed to be any communication between the PARTIES whose content and receipt can be proved unequivocally by the issuing PARTY, such as a judicial or extrajudicial notification, letter or any other means of written notification offering similar guarantees. proof of receipt.

11.2. The PARTIES hereinafter indicate their respective domiciles, the only places where the NOTIFICATIONS made in writing will be valid:

(i) **[name of company]**

[address]

A/C: **[responsible area]**

Phone: **[telephone]**

(ii) NOVA TRANSPORTADORA DO SUDESTE S.A. – NTS

Address: Praia do Flamengo, 200 – 23^o Andar – Rio de Janeiro - RJ

ZIP Code: 22210-901

A/C: Operations Directorate

Phone: + 55 21 3250-9200

(iii) PETROBRAS TRANSPORTE SA – TRANSPETRO

Address: Avenida Presidente Vargas, 328 – 60^o andar

ZIP Code: 20.091-060

A/C: General Logistics Management and Integrated Control

Phone: + 55 21 3211-1540

11.3. NOTIFICATION shall also be valid any exchange of operational information, from one PART to another, by recorded telephone call, facsimile transmission or electronic communication, in any case, with confirmation of receipt, provided that they are made between the operational centers of the PARTIES.

11.4. Either Party shall have the right to modify its contact details, as indicated above, by NOTIFICATION transmitted to the other.



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11.5. Any NOTIFICATION will be considered valid on the date of its effective and proven receipt, except as otherwise expressly provided.

12. AUDIT

12.1. The TRANSPORTER shall perform an audit by itself or by third parties upon prior notice to the **[Company Name]**, of all activities related to the fulfillment of this Responsibility Protocol, being made the planning of the accomplishment of the audit with observance of the maximum periodicity of 2 (two) years. It is reserved for **[Company Name]** the right to follow up these audits at all stages, having access to their reports

12.2. The PARTIES reserve the right to audit, by mutual agreement and with prior notice agreed by them, by themselves or by third parties, of all activities related to compliance with this Responsibility Protocol. The other PART is reserved the right to follow up these audits in all their stages, having access to the respective reports.

12.3. In order to perform the audit, by itself or by third parties, the PARTIES shall obey the following confidentiality items:

12.3.1. The PARTIES are mutually obliged by their administrators, employees, agents, under any title, and principals, and for a period of 20 years, to keep confidential all information transmitted to them by the other PART as a result of compliance with this Protocol. Responsibilities , especially regarding the results of the audit.

12.3.2. It shall be considered as legitimate grounds for exception to the obligation of confidentiality, the occurrence of non-compliance, in the following events:

- a) The information was already known prior to the dealings of the legal business;
- b) There was prior and express consent of the other party, upon authorization of the highest authority of the agency responsible for the agreement, regarding the release of the obligation of secrecy and confidentiality;
- c) the information was demonstrably known by another source, legally and lawfully, regardless of this Contract;
- d) legal and / or governmental determination to know the information, provided that it is immediately notified to the other Party, prior to release, and that a legal and / or administrative treatment is required.
- e) For disclosure to carriers;



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- f) Communications that are directed to the respective regulatory agencies (ANP and **[name of state regulatory agency or other agency]**) and CARRIER, in compliance with contractual, legal and regulatory requirements.

12.4. Non-conformities identified in the audits, if recognized by the responsible PARTY, shall be remedied by it, so as not to compromise the safety conditions of the INSTALLATIONS, within deadlines to be agreed between the PARTIES.

13. TERMINATION.

13.1. This Protocol of Liability shall be terminated in its entirety by the impossibility of achieving its object or by mutual consent of the PARTIES.

13.2. Either PARTY may terminate this Liability Protocol at any time by prior NOTICE, the effects of which shall be consolidated within thirty (30) days of its receipt.

14. LICENSES / AUTHORIZATIONS

14.1. The PARTIES undertake to obtain any license, authorization or act which, emanating from the public authorities, is indispensable for the execution of this Liability Protocol.

15. ANNEXES

I - MUTUAL OPERATION PROCEDURE - PMO

16 - JURISDICTION

The PARTIES shall elect the Central District Court of the State Capital of **[state]** to settle any doubts arising from this instrument, to the detriment of any other, however privileged it may be or sale to be.

And, being fair and agreed, they sign this Liability Protocol in three (3) copies of equal content and form, together with the witnesses below.

Rio de Janeiro, in of 2017



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[Company Name]

As a DISTRIBUTOR

By: _____

Name:

Job Position:

NOVA TRANSPORTADORA DO SUDESTE S.A. – NTS

As a TRANSPORTER

By: _____

Name:

Job Position:

PETROBRAS TRANSPORTE S.A. - TRANSPETRO

As INTERVENIENT and OPERATOR

By: _____

Name:

Job Position:

Witnesses:

By: _____

Name:

Job Position:

By: _____

Name:

Job Position: