

REGULATION FOR PETROBRAS BIDDING AND CONTRACTS

The BOARD OF DIRECTORS, in view of the provisions of Law No. 13303, of June 30, 2016, in the use of the powers conferred on it by Article 71, paragraph 1, of Decree No. 8945, of December 27, 2016.

AGREES AS FOLLOWS:

Art.1 PETROBRAS legal status for bids and contracts, as set out in Law No. 13303, is governed by this Regulation.

TITLE I - GLOSSARY OF TECHNICAL EXPRESSIONS

TITLE II - GENERAL PROVISIONS

TITLE III - AUXILIARY PROCEDURES

TITLE IV - BIDDINGS

TITLE V - DIRECT CONTRACTING

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TITLE I

GLOSSARY OF TECHNICAL EXPRESSIONS

Art. 2 For the purposes of this Regulation, it is considered:

Amendment - Legal instrument by which the original contractual stipulations are changed.

Adjudication - Act that formally recognizes the validity and convenience of the winning Bidder's proposal and that attributes to it the right not to be passed over.

Contracting agent: an employee of the Petrobras System's permanent staff, appointed by a Higher Authority, together with their substitute, to conduct the direct contracting or bidding process.

Disposal - Act of transfer of ownership of a good or right to another party.

Apostille - It is used to record changes already provided for in the contract and which do not modify the original contractual stipulations, so that an amendment is not necessary.

Competent Authority - Authority with statutory competence or limit of competence to perform a certain act.

Superior Authority- Authority responsible for the designation of a Contracting Agent and his substitute, a Bidding Committee, a Trading Committee, a Broker, and a support team.

Letter-Contract - Contract instrument in simplified format.

Registration Certificate - Document provided to the supplier of goods or service providers, after analysis by PETROBRAS, attesting to their condition of being partially or fully registered under this Regulation.

Bidding Committee - Committee, permanent or special, formally appointed to conduct the bidding process in accordance with current regulations.

Trading Committee - Committee, permanent or special, formally appointed to conduct the Direct Contracting or Contractual Addendum process in accordance with current regulations.

Special Committee - Committee composed of PETROBRAS employees designated to act in a specific contracting process.

Committee for Analysis of the Application of Penalties (CAASE): Specific Committee constituted by the Organizational Unit where the triggering event occurred, or, in the case of a contract with multiple interfaces, of the Contract Management Unit. CAASE shall have the purpose of investigating certain and determined facts that cause potential or actual damages to the Company.

Permanent Committee - Committee composed of PETROBRAS employees permanently appointed to perform various processes during a predetermined period.

Accreditation - an auxiliary procedure to a call for tenders, when the object can be met by a plurality of participants, through which PETROBRAS invites interested parties to provide services or goods so that, having met the necessary requirements, they can carry out the object when requested.

Direct Contracting - Contracting process carried out based on the hypotheses of waiver, unenforceability or inapplicability of bidding.

Intellectual Property Contract - Includes technology transfer contracts (non-patented technology contracts, including know-how, secrecy and provision of information not supported by industrial property rights and technical assistance services); assignment contracts (transfer of ownership of intellectual property rights) and licensing contracts (licensing for the use, exclusive or not, of intellectual property rights).

Call Notice - Calling Instrument through which the rules of auxiliary procedures are disclosed, to which both PETROBRAS and the interested participants are bound, during the term defined therein.

Price Formation Statement (DFP) - Document capable of demonstrating price formation based on the details of all the parcels (costs, inputs, etc.) that compose it within parameters previously required by PETROBRAS.

Bidding Notice - Calling Instrument through which the rules of the bidding procedure are disclosed and to which both PETROBRAS and the Bidders are bound.

Support Team – Team assigned to assist the Contracting Agent or the Broker in conducting the Bid or the Auction, respectively.

Scope - Aspects related to the Contract Object, such as specifications, location and execution methodology.

Legal - Organizational Unit of the General Structure which is responsible for guiding and evaluating the normative, consultative, legal advice and legal litigation processes, coordinating or executing actions of corporate interest, ensuring the legal compliance of the Company's business processes.

Bidder - Anyone who presents documentation for the purpose of participating in the bidding process.

Risk Matrix - Distribution of responsibilities and risks between the parties, characterizing the initial economic and financial balance of the contract, and which shall be considered in evaluating the occurrence of any additional financial charges arising from events occurring in connection with contracting affecting one or both parties to the Contract, and which may cause, by reason of its actual occurrence and existence, some modification of the terms and conditions originally agreed upon.

Contractual Object - Provision to be fulfilled by the contractor, regarding the conduct of giving, doing or not doing.

Reference Budget - Assumptions and elements that make up the estimated value for the object of the contract, whether for a specific asset, service, sponsorship, agreement or cooperation agreement.

Stakeholders - Individuals or entities that assume some type of risk or have any interest, directly or indirectly, with PETROBRAS. They are, in addition to shareholders, employees, customers, suppliers, creditors, public entities, among others.

Small Expense of Prompt Delivery - Disbursement occurred only once, in a contract whose value does not exceed the limit for contracting a waiver for value and whose execution occurs instantly or deferred and which does not result in future obligations.

Updated Price - Value proposed by the Bidder, which can only be applied to this updated value in accordance with the price adjustment clause.

Broker - Operator responsible for conducting the external phase of the Trading Session (face-to-face or electronic).

Proof of Concept (PoC) - It is a method used to evaluate whether the solution presented by the supplier of goods or services meets the technical specifications defined in the tender.

Prequalification Registration - Information made available in an electronic system regarding the approval or renewal of the prequalification of a given supplier or product, under the terms of the Call, indicating that, during its validity, the company or product is prequalified for future bids.

Formal Reprimand - Educational measure that must be applied to bidders, in the cases provided for in these Regulations, in order to mitigate the risks generated by their reprehensible conduct and that disrupt the bids held by PETROBRAS.

Technological Risk – real possibility of failure in the development of the solution due to the degree of maturity and scope of the project, the technical-scientific knowledge available when it is decided to carry it out, or the behavior of the technology in solving the problem posed.

Startup - business or corporate organizations, emerging or in recent operation, whose performance is characterized by innovation applied to a business model or to products or services offered.

Organizational Unit - It is the component of the organizational structure configured to meet needs arising from the division of labor, with its own manager and team, being defined in the Company's chart of accounts.

Updated Initial Value of the Contract - Amount initially contracted, without the incidence of additions or deletions, and may only be applied to this amount in accordance with the price readjustment clause or eventual economic and financial rebalancing.

TITLE II

GENERAL PROVISIONS

Art. 3. PETROBRAS has a permanent commitment to ethics, integrity and transparency in the conduct of its business, with zero tolerance for any kind of misconduct, especially fraud, corruption, money laundering and financing of terrorism, cultivating credibility with its stakeholders.

Art. 4. The Petrobras Compliance Program establishes a set of mechanisms aimed at preventing, detecting, and addressing misconduct and harmful acts committed against the company, including those related to fraud and corruption, money laundering, trade sanctions, conflicts of interest, and violations of competition defense. The guidelines of the Petrobras Compliance Program must be known and guide the actions of Stakeholders in initiating and maintaining relationships with PETROBRAS.

Paragraph 1. The Interested Parties in initiating or maintaining a relationship with PETROBRAS under the terms of this Regulation shall demonstrate compliance with the Petrobras Compliance Program, as well as assume the commitment to comply with anti-corruption laws and policies, procedures and rules of integrity, including, without limitation, PETROBRAS' Code of Ethical Conduct.

Paragraph 2. The Parties Interested in initiating and maintaining a relationship with PETROBRAS will be subject to appropriate diligences, in the light of Petrobras Compliance Program, being assigned a low, medium or high degree of integrity risk.

Paragraph 3. Stakeholders who are assigned a high degree of integrity risk may not participate in contracting procedures with PETROBRAS, except as provided for in the Company's internal rules.

Paragraph 4. The integrity assessment procedure will be available on the electronic portal.

Art. 4-A. In alignment with the values and commitments undertaken by Petrobras, individuals or legal entities listed in the Register of Employers who have subjected workers to conditions analogous to slavery will be

prohibited from participating in contracting procedures with PETROBRAS or from participating in the execution of contracts, directly or indirectly.

Art. 5. Decisions related to bids and contracts at PETROBRAS may be the responsibility of the Board of Directors, the Executive Board or its individual members, within their area of expertise, advised by Statutory Technical Committees composed of Executive Managers, as provided in the Bylaws and other internal rules of the Company.

Paragraph 1. The competence to decide on bids and contracts can be partially delegated.

Paragraph 2. The decisions related to biddings and contracts, in the managerial scope, will take place in a shared way, by at least two Competent Authorities and without subordination relationship between them, except as provided for in the internal rules of the Company.

Art. 6. In the hiring of PETROBRAS, standard drafts of invitations to bid and contracts shall be adopted, previously examined and approved by the Legal Department.

Sole paragraph. The use of a standard draft does not prevent PETROBRAS from making, in each contract, the adaptations deemed necessary to adapt it to the specific case.

Art. 7. PETROBRAS may establish the obligation for the proposers to present the Price Formation Statement (DFP) referring to their commercial proposal.

Sole paragraph. Confidential treatment will be guaranteed for DFP submitted by the proponents.

Art. 7-A. PETROBRAS may require a sample or proof of concept of the good or service during the pre-qualification procedure, as well as during the bidding process, to be verified in the effectiveness verification phase of proposals or bids, provided it is stipulated in the notice and its necessity is justified.

Art. 8. The counting period excludes the start day and the expiration day is included.

Paragraph 1. The deadlines begin and expire exclusively on business days within the scope of the Organizational Unit responsible for the bidding.

The terms counted in business days consider the business days in the location of the Organizational Unit responsible for the bidding process.

TITLE III
AUXILIARY PROCEDURES
CHAPTER I
PRE-QUALIFICATION

Section I
GENERAL PROVISIONS

Art. 9. PETROBRAS may promote prequalification:

I - that is subjective, when intended to identify suppliers that meet the qualification conditions required for the supply of goods or the provision of a service or works within the time limits, places and conditions previously established; and

II - that is objective, created to identify goods that meet the technical and quality requirements established by PETROBRAS.

Paragraph 1. Subjective pre-qualification may be carried out by groups or segments of objects to be contracted, according to the suppliers' specialties.

Paragraph 2. Prequalification shall not to be confused with the registration referred to in Chapter II below, although the evaluation of the data for prequalification purposes can be used as an input to fill out the registration record of the supplier of the good or service provider.

Art. 10. Notwithstanding the assessment of the other qualification parameters referred to in Law 13303/16, prequalification shall be:

I - partial, when contemplating only some of the technical qualification requirements necessary for contracting; or

II - total, when contemplating all the qualification or technical requirements necessary for contracting.

Sole paragraph. Pre-qualification does not preclude the assessment, in the course of the bidding process, of additional requirements deemed necessary by PETROBRAS and included in the Bidding Notice, ensuring, under any circumstances, equal conditions between competitors.

Art. 11. The pre-qualification procedure will be permanently open for the registration of any interested parties.

Art. 12. Pre-qualifiers will be entered in the Pre-Qualification Registration.

Sole paragraph. The Pre-Qualification Registration may replace, in whole or in part, the qualification documents in a bidding process carried out during its validity period, under the terms of the Bidding Notice.

Art. 13. The Prequalification Registration will have a maximum validity of 1 year, counted from its concession, and the prequalification can be updated at any time.

Paragraph 1. After the period of validity described above has elapsed, it will be up to the pre-qualified to update the information, if he/she wishes to renew the validity of the Pre-Qualification Registration.

Paragraph 2. The absence of renewal of the Pre-Qualification implies the loss of validity of the Pre-Qualification Registration issued for that good or supplier.

Paragraph 3. The Call will be open to the participation of any interested parties, regardless of whether they have participated in previous pre-qualifications or not.

Paragraph 4. The Call will require those who wish to maintain the status of pre-qualified to submit documents that may no longer be valid, as well as proof of compliance with additional requirements made by PETROBRAS.

Art. 14. The existence of pre-qualification does not oblige PETROBRAS to bid on the object mentioned therein, nor does it condition subsequent bids to the use of the pre-qualified list.

Section II

SUBJECTIVE PRE-QUALIFICATION

Art. 15. Subjective pre-qualification consists of identifying suppliers, among all those who respond to the Call published by PETROBRAS, who meet the qualification conditions required for the supply of goods or the provision of services or works within the previously established terms, locations and conditions, as defined in the Call.

Art. 16. If it is necessary to assess in person the capacity of the interested party to provide the good or provide the service, the Call may provide as a qualification requirement to carry out a technical visit to the premises of the interested party.

Sole paragraph. The face-to-face assessment may be carried out directly by PETROBRAS or by the representative indicated by it, under the terms of the Call.

Section III

OBJECTIVE PRE-QUALIFICATION

Art. 17. The objective pre-qualification consists of the identification of assets that meet the technical and quality requirements of PETROBRAS, as defined in the Call.

Paragraph 1. The Summons may require proof of quality of the asset, including by presenting a sample.

Paragraph 2. In the event of a sample requirement, the prequalification result will be conditioned to the analysis, by PETROBRAS, of the sample property and its approval.

Paragraph 3. The sample may be replaced by documentation that attests to the quality of the product, at the discretion of PETROBRAS, pursuant to the Call.

Section IV

Call for prequalification

Art. 18. Whenever PETROBRAS deems it convenient to start the pre-qualification procedure for suppliers or goods, it will publish a Call for all interested parties to demonstrate compliance with the requirements, pursuant to the Call.

Sole paragraph. The Call will be made through disclosure on an electronic portal.

Art. 19. Compliance with the requirements contained in the Call shall be confirmed by sending, preferably electronically, the respective documentation, according to instructions contained in the Call.

Sole paragraph. Whenever it is necessary to carry out a technical visit or send a product sample, the Call shall explain the conditions.

Art. 20. The Summons shall clearly define the qualification or technical requirements necessary to serve PETROBRAS.

Paragraph 1. The Call may provide for the replacement of the documentation required there by a Registration Certificate, when applicable, with the relevant complementations.

Paragraph 2. Other requirements may be included in the Call, which, at PETROBRAS' discretion, shall be assessed through pre-qualification, in addition to the technical parameter.

Paragraph 3. The Call may admit the participation of consortium companies, by submitting a commitment to set up a consortium.

Paragraph 4. In the event referred to in Paragraph 3, the replacement of a consortium member at the time of the future bidding process or the conclusion of the contract after the bidding is conditioned to the prior and express authorization by PETROBRAS, observing the provisions of Art. 110 et seq. of this Regulation.

Art. 21. Once the documentation has been analyzed and no impediments foreseen in Law 13303/16 have been identified, in these Regulations or in the Call, PETROBRAS will disclose the preliminary result of the prequalification, giving the interested party a period of five (05) business days for appeal, pursuant to the Call.

Paragraph 1. The disclosure of the preliminary result will be made through an electronic portal, except if all interested parties are present at the act, when then the disclosure will be made at that moment and the counting of the appeal period will begin.

Paragraph 2. The prequalification result will be published on an electronic portal and kept available for consultation at any time.

CHAPTER II

REGISTRATION

Section I

GENERAL PROVISIONS

Art. 22. The compliance with the qualification parameters by suppliers in bidding, Direct Contracting or during auxiliary procedures for prequalification and expression of private interest may be proven through the cadastral registration, formalized through the Registration Certificate.

Paragraph 1. The Registration is the database that gathers information from service providers and suppliers of goods and will be permanently open for the registration of new interested parties.

Paragraph 2. To better manage its registration database, PETROBRAS may prepare an annual calendar for updating and renewing its registration base,

by groups or segments of objects, according to the suppliers' specialties, when new ones interested in registering may then submit their documentation for review.

Paragraph 3. In the event that the individual or legal entity hired by PETROBRAS does not have a registration, PETROBRAS may carry out the official registration, using the documentation presented for qualification purposes, at no cost to the contractor.

Paragraph 4. Anyone interested can consult on the electronic portal if a specific supplier of goods or service provider is on the registration.

Section II

REGISTRATION PROCESS

Art. 23. The registration register of suppliers may contain all or some of the qualification parameters defined in items I, II and III of Art.58 of Law 13.303/16, in addition to other information deemed necessary by PETROBRAS depending on the nature of the service or supply.

Sole paragraph. Interested parties shall submit the documents required for registration by using information technology resources, indicated on an electronic portal.

Art. 24. Registration can be:

I - total, when it meets all the qualification parameters defined in items I, II and III of Art. 58 of Law 13.303/16, notwithstanding other information required by PETROBRAS as Art. 23 of this Regulation.

II - partial, when it meets at least one of the qualification parameters defined in items I, II and

III of Article 58 of Law 13303/16.

Section III

REGISTRATION STATUS PROOF

Art. 25. The party registered will receive a certificate attesting the registered status upon compliance with the provisions of Art. 24 of this Regulation.

Paragraph 1. The party registered will be classified according to the specificity of the cadastral item, considering the peculiarities of the good or service to be provided, as well as the results presented by the party registered for each parameter.

Paragraph 2. The Registration Certificate will expressly mention whether the registration is total or partial, pursuant to Art. 24, items I and II, detailing which qualification parameters were met.

Paragraph 3. The Registration Certificate will be valid for up to one (1) year, as indicated therein, and may be updated at any time.

Paragraph 4. PETROBRAS may establish different deadlines for periodic review of the technical qualification criteria contained in the registration, which may be longer than the one (1) year term for the other criteria, depending on the specificity of the registration item, considering the peculiarities of the good or service to be provided.

Paragraph 5. The registered person shall, before the expiration of the validity period, forward the necessary documentation for the renewal of the registration, under penalty of loss of the Registration Certificate.

Art. 26. The presentation of a Registration Certificate does not exempt the person interested in contracting with PETROBRAS or participating in a pre-qualification procedure or in the expression of private interest from the obligation to present additional documentation, update information or other evidence, pursuant to the Bidding Notice or the negotiation.

Section IV

AMENDMENT, SUSPENSION AND CANCELLATION OF REGISTRATION

Article 27. The performance of companies that relate to PETROBRAS in the execution of contracts, measured according to objective criteria previously defined by it, will be noted in the respective registration.

Paragraph 1. The registration may be changed, suspended or canceled at any time, when the supplier of goods or service provider no longer meets the requirements established for qualification or for registration admission, or as a result of the evaluation of the performance of companies in the contractual execution or as a result of the application of administrative sanctions.

Paragraph 2. The change, suspension or cancellation referred to in the item above will be communicated by PETROBRAS to the supplier of goods or service providers.

CHAPTER III

PRICE REGISTRATION SYSTEM

Art. 28. The Price Registration Service (PRS) is the set of procedures for formally registering prices, with a view to future contracts, and may be adopted for the acquisition and rental of goods and the provision of services, including engineering works and services, subject to the following conditions for its adoption:

I - when the characteristics of the good or service indicate a frequent or permanent need for contracting;

II - When, due to the nature of the object, the quantity required to be demanded by PETROBRAS is not precise;

III - When contracting engineering works and services, when there is a standardized project, without technical and operational complexity;

IV – When it is convenient to purchase goods that are expected to be delivered in installments or to contract services that are remunerated by unit of measurement, such as number of hours of service, service posts or on a task basis;

§ 1º The conditions indicated in items I and II above are mandatory.

§ 2º The price registration system may be used in contracts made by means of bidding, waiver and unenforceability of bidding.

Sole Paragraph - The minutes may be used within their validity period for contracting without the need for a bidding process when the requirements for their conclusion are met.

Art. 28-A. The price registration procedure must comply with the following rules:

I - prior drawing up of the Reference Budget;

II - selection of suppliers in accordance with the procedures set out in these Regulations and in the Public Notice;

III - mandatory development of a control routine in relation to the consumption of quantities and the term of validity of the minutes;

IV - no changes may be made to the quantities set out in the minutes, and changes may only be made to the contracts arising from them, within the limits set by law and these regulations.

Art. 28-B. The invitation to bid for registration of prices will contain:

I - the specification or description of the object, explaining the set of necessary and sufficient elements, with an adequate level of precision, to characterize the good or service, including defining the respective units of measurement usually adopted;

II - the estimated quantities to be purchased within the validity period of the registration;

III - the conditions regarding locations, delivery times and payment methods and, in the case of services, information regarding personnel, materials and equipment to be supplied and used, procedures to be followed and other information relevant to the performance of the contractual object.

IV - the possibility of the same participant submitting different prices, when, among other circumstances, justified in the contracting process:

- a) the object is executed or delivered in different locations,**
- b) it is necessary to adopt a different form and place of packaging; or**
- c) a variable price was allowed depending on the size of the lot..**

V - the validity period of the price registration minutes.

VI – the contract’s minutes;

VII -penalties to be applied for non-compliance with the established conditions; and

VIII – the possibility of including, in an attachment to the respective minutes, a record of the bidders who agree to supply the goods or services at prices equal to those of the winning bidder in the sequence of classification of the tender, as well as the bidders who maintain their original or reduced bids, provided that they are equal to or lower than the value of the Reference Budget for the contract. This provision will be adopted in the event of the hypotheses set out in article 28-D. Once it has been verified that the requirements set out in the Public Notice have been met, the bidders on the Reserve Register may be summoned, in accordance with the ranking order of the bidding process, to sign the Price Registration Minutes and take over the object: (i) in full, when the winning Bidder fails to do so within the established timeframe and conditions; or (ii) within the remaining timeframes, conditions and quantities, when the price registration of the winner of the bidding process is revoked.

IX – the conditions for alterations of the registered prices.

X - the cases of total or partial revocation of the price registration minutes and their consequences.

§ 1st - The price registration record shall have its validity period established in the bidding instrument and cannot exceed five (5) years from its

execution, including possible extension Addendums for an equal period, provided that, cumulatively, the advantages are demonstrated and the parties' agreement is obtained.

§ 2nd - Except for objects of a continuous nature, the extension of the price of the price registration minute does not re-establish the quantities originally registered, with only the remainder not consumed in the initial period of its validity being available.

§ 3rd - It is prohibited to make additions to the quantities established in the price registration record.

§ 4th - The invitation to bid may provide the possibility for the bidder to submit a proposal with a quantity lower than the maximum specified in the invitation to bid, committing to its terms;

§ 5th- The invitation to bid for the registration of prices by waiver or unenforceability of bidding shall comply, where applicable, with the content indicated in the headings of this article.

§ 6th - In the case of item V, different prices from the same participant will not be allowed for items or parts of the same lot or indivisible group.

§ 7th - PRS may be used for contracting the execution of engineering works and services, provided that the following requirements are met:

I - existence of a standardized term of reference, preliminary project, basic project or executive project, without technical and operational complexity; and

II – often or permanent necessity of work or service to be hired.

§ 8th - Price registration is allowed with a limited indication of contracting units, without indicating the total to be purchased, only in the following situations:

I - when it is the first bidding or direct contracting for the object that has no record of previous demands;

II – in the case of perishable food; or

III – where the service is integrated with the supply of goods and vice versa.

IV - For spare parts demands with an exclusive supplier.

§ 9th. In the situations referred to in the previous paragraph, it is mandatory to indicate the maximum value of the expense.

Art. 28-C. After the price registration procedure has been carried out, the object, prices and quantities of the highest ranked participant during the competitive phase of the procedure and those participants who fall under

the provisions of art. 28-B, VIII shall be recorded in the price registration minutes.

§1st - The prices recorded in the minutes may be adjusted in the following cases:

I – readjustment, in accordance with the provisions of the invitation to bid;

II – whenever it is found that the readjusted prices are higher than the market value, in which case the suppliers will be summoned to renegotiate, observing the ranking order and those who do not agree to the revision will be excluded from the minutes without penalty;

III - as a result of a fact that unbalances the economic and financial equation by increasing the cost of the registered services or goods, in compliance with the provisions of Law nº. 13,303 of 2016 and these Regulations.

§ 2nd - If none of the suppliers agrees to the price adjustment referred to in §1st, II above, PETROBRAS may revoke the price registration minutes.

Art. 28-D. The price registration of a given supplier may be revoked in the following cases:

I – When the supplier:

a) fails to comply with the conditions of the price registration minutes:

b) fails to appear for the conclusion of the contract within the period and under the conditions established by PETROBRAS, without acceptable justification;

c) suffer the sanctions provided for in art. 83, III of Law 13.303/16;

d) disagree with the trading mentioned in paragraph 1, II above.

§ 1st - The revocation of the price register of a given supplier in the cases provided for above shall be formalized by means of notification, with the adversarial process and full defense being ensured.

§ 2nd - In the event of the hypotheses provided for in item I, paragraphs "a" and "b", Petrobras may apply to the supplier the penalties provided for in the invitation to tender, in these Regulations and in the Law.

§ 3rd - If the bidding process has been judged by item or by lot, it is possible to partially revoke the item or lot affected.

§ 4th - In the event provided for in paragraph "c" of the caput, if the penalty applied to the supplier does not exceed the term of the price registration minutes, Petrobras may, by means of a reasoned decision, decide to maintain the price registration, with new contracts derived from the minutes being prohibited for as long as the effects of the penalty persist.

Art. 28-E. The existence of registered prices does not oblige PETROBRAS to contract, and a specific bidding process for the intended acquisition may be carried out, provided it is duly motivated, and the registered participant is assured preference on equal terms.

Sole paragraph. The preference indicated above does not affect the rules of preference for micro-enterprises and small businesses laid down in Complementary Law 123, which shall prevail.

Art. 28-F. The formalization of the contracts resulting from the price registration minutes must respect the maintenance of the qualification conditions and the impediments provided for in Law No. 13.303, of 2016, and the other provisions on the matter also apply provided for in Law No. 13.303 of 2016 and in these Regulations.

§ 1st - The contracts resulting from the price registration minutes will have a maximum term of 5 (five) years, including extension, under the terms of Article 71 of Law 13.303/16.

§ 2nd - The contracts referred to in the heading shall be managed under the terms of these Regulations and in accordance with their clauses and conditions.

§ 3rd - Contracts resulting from the minutes of the Price Registration System may have their prices readjusted in accordance with the conditions defined in their Price Readjustment Clause, if any.

Art. 28-G. The following are prohibited:

I - adhesion by other public administration bodies and entities to the Price Registration Minutes promoted by PETROBRAS;

II – PETROBRAS' participation in price registration minutes promoted by other public administration bodies and entities.

CHAPTER IV

STANDARDIZATION ELECTRONIC CATALOG

Article 29. The Electronic Catalog for the Standardization of Procurement, Services and Works (CEP) consists of a computerized system, centrally

managed, designed to allow the standardization of the goods or services to be acquired by PETROBRAS that will be available for bidding.

Paragraph 1 CEP may be used in bids whose judgment criterion is the lowest price or the highest discount and may contain:

I - specification of goods, services or works, including when dealing with a standardized item;

II - description of qualification requirements for Bidders, according to the object of the bidding; and

III - models of:

a) convening instruments and declarations attached there to;

b) contract drafts;

c) terms of reference and reference projects; and

d) other documents necessary for the bidding procedure that can be standardized.

Paragraph 2 The use of CEP does not prevent PETROBRAS from carrying out, in each standardized bid, the adaptations deemed necessary in order to adapt it to the specific case.

CHAPTER V

PRIVATE INTEREST DEMONSTRATION PROCEDURE

Section I

GENERAL PROVISIONS

Art. 30. PETROBRAS may open a Private Interest Demonstration Procedure (PMIP) for the presentation, by an individual or legal entity, of projects, surveys, investigations or studies, with the purpose of subsidizing it in the structuring of its ventures, meeting needs previously identified.

Sole paragraph. PMIP can be applied to update, complement or revise projects, surveys, investigations and studies already prepared.

Section II

OPENING OF PMIP

Art. 31. The PMIP will be opened by publishing a Call on an electronic portal.

Art. 32. The Call shall contain at least the following elements:

I - definition of the scope of projects, surveys, investigations or studies, by means of a reference term or other technical document;

II - indication of:

a) guidelines and premises of the project that guide its elaboration;

b) maximum term and form of presentation of the project, survey, investigation and study, considering the complexity of the object;

c) criteria for evaluation and selection of the project, survey, investigation and study presented;

d) maximum nominal value for eventual reimbursement;

III - dissemination of information available for carrying out projects, surveys, investigations or studies; and

IV - express provision regarding the assignment of intellectual and copyright rights related to the approved project, by the author and the financier, to PETROBRAS, notwithstanding the preservation of the identification of the respective authors and the technical responsibility attributed to them.

Paragraph 1. The definition of Scope may be restricted to the indication of the problem to be solved, leaving to the interested party the possibility of suggesting different means for its solution.

Paragraph 2. The Call may establish intermediate deadlines for the presentation of information and progress reports in the development of projects, surveys, investigations or studies.

Paragraph 3. The Summons may exclusively request the presentation of preliminary studies on the feasibility of the project, the request for other projects, studies, investigations and surveys being subject to the conclusions obtained from the preliminary studies presented.

Paragraph 4. The reimbursement of costs related to projects, surveys, investigations and studies will be conditioned to meeting the need for its updating and adequacy, until the opening of the project's bidding process, due to changes in regulatory assumptions and applicable normative acts or recommendations and determinations of the control bodies, among other aspects applicable to each case.

Art. 33. The acts related to the PMIP will be performed preferably by electronic means.

Section III

PRESENTATION OF PROJECTS

Art. 34. Those interested in participating in the PMIP shall present, pursuant to the Call:

I - legal qualification, pursuant to item I of Art.58 of Law 13303/16;

II - technical qualification;

III - details of the activities intended to be carried out, considering the scope of the projects, surveys, investigations and studies defined in the request, including the presentation of a schedule that indicates the completion dates of each stage and the final date for the delivery of the works;

IV - indication of the amount of the intended reimbursement, accompanied by information and parameters used for its definition; and

V - declaration of transfer to PETROBRAS of the rights associated with approved projects, surveys, investigations and studies, including related intellectual property rights, capable of producing effects in the event that the project, survey, investigation or study submitted by the interested party is the one chosen by PETROBRAS.

Paragraph 1. The demonstration of experience may consist of the gathering of documents that prove the technical qualifications of professionals linked to the interested party, safeguarding the possibility that the interested party may hire third parties to do so.

Paragraph 2. Interested parties are allowed to associate for the presentation of projects, surveys, investigations and studies together, in which case the indication of the person responsible for the dialogue with PETROBRAS shall be made and the proportion of the distribution of the eventual amount due as a refund.

Art. 35. After analyzing the documentation submitted by the interested party, PETROBRAS will issue authorization to present the project, survey, investigation or study object of the PMIP to the interested parties who meet the requirements contained in the Call.

Sole paragraph. Authorization to present projects, surveys, investigations and studies:

I - will be conferred without exclusivity;

II - will not generate preemptive rights in the bidding process;

III - will not oblige PETROBRAS to carry out a bid or contract;

IV - will not result in a right to reimbursement of amounts involved in its preparation; and

V - will be personal and non-transferable.

Art. 36. In addition to other items provided for in the Call, the project, study, survey or investigation may include the following content:

I - justification of the option for the type of contract suggested by the interested party to be adopted by PETROBRAS;

II - economic feasibility of the undertaking;

III - preliminary study of the environmental and social impact of the undertaking, based on a term of reference or equivalent document issued by the competent environmental agency, or in compliance with the criteria pre-established in the Call;

IV - project or preliminary project and quantitative and budgetary worksheet and other investments;

V - suggestions of recommended legal requirements for opening the future bidding procedure, when applicable.

Art. 37. PETROBRAS may, at any time, cancel the PMIP, not resulting in the right to reimbursement of the amounts already spent by those interested in preparing projects, surveys, investigations and studies, or any other forms of reimbursement or indemnity.

Art 38. The PMIP participant may, at any time, withdraw from presenting or concluding the projects, surveys, investigations and studies, upon prior notification to PETROBRAS.

Art. 39. Authorization for the presentation of projects, surveys, investigations and studies does not imply co-responsibility of PETROBRAS with third parties for the acts performed by the authorized person.

Section IV

EVALUATION, SELECTION AND APPROVAL OF PROJECTS, SURVEYS, INVESTIGATIONS AND STUDIES

Art. 40. The criteria for evaluating and selecting projects, surveys, investigations and studies will be specified in the Call and will consider:

I - the compliance with guidelines and premises defined by PETROBRAS in the Call;

II - the consistency of the information that supported its preparation;

III - the adoption of the best elaboration techniques, according to relevant standards and procedures, and the use of equipment and processes recommended by the best technology applied to the sector;

IV - compatibility with the legislation applicable to the sector and with the technical standards issued by the competent bodies and entities;

V - positive and satisfactory indicators of the economic and financial feasibility of the project or enterprise;

VI - reasonableness of the amounts presented for eventual reimbursement, considering projects, surveys, investigations and similar studies and subject to the provisions of Art. 34, IV above;

VII - social and environmental impacts; and

VIII - comparative statement of cost and benefit of the enterprise in relation to functionally equivalent options, if any.

Art. 41. At the end of the evaluation, a project, survey, investigation or study will be selected, with the possibility of partial approval of its content.

Sole paragraph. In the event of partial approval, the reimbursement amount will be calculated proportionally based on the information actually used in any bidding.

Art. 42. PETROBRAS will formally communicate to the participants the result of the selection procedure, giving the participants a period of five (05) working days for appeal, pursuant to the Call.

Sole paragraph. Projects, surveys, investigations and studies rejected by PETROBRAS will be discarded within 30 days from the date of publication of the decision.

Art. 43. The approval of selected projects, surveys, investigations and studies does not bind PETROBRAS to its effective future use, being able to evaluate, opine and subsequently approve the legality, consistency and sufficiency of the projects, surveys, investigations and studies eventually presented.

Art. 44. Once the project selection, survey, investigation or study is concluded, PETROBRAS will carry out the verification of the reimbursement values of the one that has been selected, this amount being limited to the maximum nominal value referred to in Art.34, IV, above.

Sole paragraph. The reimbursement amount shall be accepted in writing, with express waiver of other monetary values.

Art. 45. The correction or change of the project, survey, investigation or study referred to in paragraph 4 of Art.32 may be made directly by PETROBRAS, in which case it will assume the cost and responsibility of the change made.

Sole paragraph. In the event that PETROBRAS asks the author for corrections and changes to projects, surveys, investigations and studies, as provided for in paragraph 4 of Art. 32, PETROBRAS may arbitrate new values for eventual reimbursement, with due justification.

CHAPTER VI

ACCREDITATION

Art.45-A The Accreditation can be used in the following direct contracting hypothesis due to unfeasibility of competition;

I - parallel and non-exclusive: in which case it is feasible and advantageous for PETROBRAS to carry out simultaneous contracts under standardized conditions;

II - with selection at the discretion of a third party: the case in which the selection of the contractor is the responsibility of the third party directly benefiting from the service;

III - in fluid markets: cases in which the constant fluctuation in the value of the service and the contracting conditions makes it impossible to select an agent through a bidding procedure.

§1st Accreditation procedures must comply with the following rules:

I - PETROBRAS shall publish and keep available to the public, on its official website, a notice calling for interested parties, so as to allow the permanent registration of new interested parties throughout the period of validity of the notice;

II- in the case of paragraph 1, item I, when the object does not allow for the immediate and simultaneous contracting of all accredited parties, objective criteria must be adopted for the distribution of demand;

III - the public notice calling for interested parties must provide for standardized contracting conditions and, in the cases of items I and II of Paragraph 1, must define the value of the contract;

IV - in the case of item III of paragraph 1, PETROBRAS shall register the market quotations in force at the time of contracting;

V - it will not be permitted to assign the contracted object to third parties without the express authorization of PETROBRAS;

VI - any party may withdraw within the time limits set in the notice.

TITLE IV

BIDDING

CHAPTER I

GENERAL PROVISIONS

Art. 46. PETROBRAS 'bids will be processed preferably electronically, according to the following procedures established in this Regulation:

I - trading session;

II - open dispute mode;

III - closed dispute mode;

IV - combined dispute mode.

§1st - Under the terms of Art. 32, item IV of Law 13.303/16, for the contracting of common goods and services, thus considering those whose performance and quality standards can be objectively defined by the Bidding Notice, by means of usual specifications in the market, the bidding for the trading session is preferential, being able to be replaced by the other procedures upon submission of a justification.

§2nd - The bids conducted by the trading session will be processed and judged by a Broker, assisted by a Support Team.

§3rd - The bidding process shall be conducted by the Contracting Agent appointed on a permanent or special basis. on a permanent or special basis, with the task of making decisions, monitoring the bidding process, giving impetus to the bidding procedure and carrying out any other activities necessary for the smooth running of the bidding process until it is ratified.

§ 4th - The Contracting Agent shall be assisted by a Support Team and shall be individually liable for the acts he/she performs, except when misled by the team's actions.

§ 5th - The Contracting Agent may be replaced by a Bidding Committee.

Art. 47. At any time, the Contracting Agent, the Bidding Commission, the Broker, the Higher Authority and/or the Competent Authority may determine the performance of clarification steps.

§1st - The Contracting Agent, the Bidding Commission, the Broker, the Higher Authority and/or the Competent Authority shall cancel their own acts, when they have a legality defect, and may revoke them for reasons of convenience or opportunity, with due regard for the acquired rights.

§2nd - The acts that present remedial defects may be validated by PETROBRAS, either by letter or by provocation, when the decision does not harm the public interest or harm third parties.

Art. 48. The documents that formalize the acts of the bidding procedure are public. Exceptions are cases of confidentiality arising from legislation, information declared and accepted by the Contracting Agent, the Bidding Committee or Broker as business secrets of Bidders, as well as information classified as confidential according to PETROBRAS internal guidelines.

Art. 49. The provisions of the Articles 42-49 of Complementary Law No. 123, of December 14, 2006 (National Statute for Micro and Small Enterprises) apply to PETROBRAS biddings.

Art. 50. The hiring of PETROBRAS' goods and services may be carried out through an electronic portal, based on the terms and conditions disclosed on the portal itself.

CHAPTER II

USE OF AUXILIARY PROCEDURE PRIOR TO BIDDING

Section I

BIDDING PRECEDED BY A PRE-QUALIFICATION

Art. 51. The following rules apply to bidding procedures preceded by pre-qualification, notwithstanding others provided for in this Regulation and in the Bidding Notice:

I - in the objective pre-qualification, it is not necessary to present a new sample of pre-qualified goods;

II - the Bidding Notice shall provide for the fulfillment, by non-prequalified interested parties, of the qualification requirements contained in the prequalification procedure.

Art. 52. Bidding procedures, carried out on the basis of a certain prequalification, may be restricted to prequalified ones, subject to meeting the following requirements:

I - publication of prior notice stating that the bidding will be restricted to the ones pre-qualified, pursuant to Article 70 of these Regulations;

II - the prior notices shall include the definition of the Contract Object to be bid and mention the respective Call Notice.

Paragraph 1 In the event of a bidding restricted to suppliers or pre-qualified products:

I. only suppliers whose prequalification requests have been approved or who enter the prequalification request until the date indicated in the notice to be published prior to the respective bidding may participate in the future bidding process;

II. only products that have been considered pre-qualified and approved or whose documentation or even sample has been submitted by the date indicated in the notice to be published prior to the respective bidding will be accepted in the future bidding.

Art. 53. In the case of a bidding process preceded by prequalification, PETROBRAS may inform its realization to all prequalified persons in the respective segment through electronic means.

Sole paragraph. The communication referred to in this article does not exclude the mandatory publication of the Bidding Notice on the electronic portal and in the Federal Official Gazette, pursuant to Art. 70 of these Regulations.

Section II

BIDDING PRECEDED BY PMIP

Art. 54. The author or financier of the project may participate in the bidding for the execution of the project.

Paragraph 1 - A financier is a natural or legal person under private law who has contributed financially, by any means and amount, to finance the preparation of projects, surveys, investigations or studies to be used in bidding for the contract to which PMIP refers.

Paragraph 2 - The companies belonging to the same economic group as the author are the authors of the project.

Paragraph 3 - If the author or financier of the project does not participate in the bidding process or is not the winner, it shall be reimbursed for the costs approved by PETROBRAS, pursuant to Art. 32 of this Regulation.

Art. 55. The amounts related to projects, surveys, investigations and studies selected in the form above will appear in the Bidding Notice and will be refunded by the winner of the bid, provided that they are actually used.

Sole paragraph. No payment will be due by PETROBRAS due to the participation of the interested party in the PMIP, regardless of whether the interested party has incurred costs for carrying out the project, survey, investigation or study.

Art. 56. The signing of the contract by the winner of the bidding preceded by PMIP will be conditioned to the reimbursement, by the winner of the bid, of the amounts related to the preparation of the projects, surveys, investigations and studies used in the bidding.

CHAPTER III

PREPARATION PHASE

Art. 57. When preparing the Bidding, which constitutes an internal phase, PETROBRAS will prepare the documents and perform the necessary acts to characterize the object to be bid and to define the parameters of the event, such as:

I - contracting justification;

II - definition:

a) the object of the contract;

b) the Budget, prepared according to the criteria of Law 13303/16;

c) the reference price, remuneration or premium, if any, according to the judgment criteria adopted;

d) the compliance requirements of the proposals;

e) the qualification requirements of the Bidders;

f) the clauses that shall be included in the contract, including those referring to penalties and, when applicable, supply periods;

g) the bidding procedure, indicating the form of execution, the mode of dispute and the judgment criteria;

h) the need to perform a prior auxiliary procedure; and

i) the need to apply differentiated and simplified treatment to micro and small businesses, under the terms of Art. 47 to 49 of Complementary Law No. 123.

III - technical specification that contains a set of necessary and sufficient elements, with an adequate level of precision, to characterize the services to be contracted or the goods to be provided;

IV - preliminary project, basic project or executive project for contracting engineering works and services;

V - justification for contractual duration greater than five (5) years, in the cases permitted by Art. 71 of Law 13303/16;

VI - justification for restricting the bidding to prequalified Bidders, when applicable;

VII - Bidding Notice;

VIII - contract draft; and

IX - act of designation of the Contracting Agent and his substitute, the Bidding Commission or Bidder and Support Team.

Art. 58. For the contracting of works and services, the provisions of Art. 42 to 46 of Law 13303/16 shall be observed.

Art. 59. For the acquisition of goods, the provisions of Article 47 of Law 13303/16 shall be observed.

Art. 60. For the Disposal of assets, the provisions of Art. 49 and 50 of Law 13303/16 shall be observed.

CHAPTER IV

DISPOSITION OF REAL ESTATE

Art. 61. The disposition of Petrobras' real estate will be preceded by a formal valuation of the asset.

Paragraph 1. The formal valuation will be made with observance of the applicable technical norms, and may include a variation interval around the central tendency estimate of the property's valuation.

Paragraph 2. The real estate valuation reports made by third-party evaluators will be approved by PETROBRAS, according to criteria defined in an internal procedure.

Paragraph 3. When the real estate valuation is carried out by a third party, it will be necessary to identify the individual or legal entity contracted and the professional(s) responsible for the valuation.

Paragraph 4. PETROBRAS may establish that the valuation report estimates the value for the sale of the property in a shorter period than the one normally observed in the market and may use this value for purposes of selling the property, as long as it justifiably meets its best interests.

Art. 62. The bidding for the disposition will be published on Petrobras' website, and may also be disclosed in wide circulation newspapers and in specialized media and forums, depending on the estate.

Art. 63. If there are no interested parties in the first real estate bidding procedure, PETROBRAS may, with justification, after reassessing the disposition strategy, conduct a second bidding procedure with a discount of up to 25% (twenty five percent) on the lower limit of the valuation.

Art. 64. The estate may be made available for direct sale, in the hypothesis of a bidding procedure that has been deserted or failed for two consecutive times and this, justifiably, cannot be repeated without prejudice to PETROBRAS.

CHAPTER V
OF THE CONTRACTING AGENT, THE BIDDING COMMITTEE AND THE
BROKER

Art. 65. The biddings promoted by PETROBRAS will be processed and judged by the Contracting Agent or Permanent or Special Bidding Commission, composed of employees belonging to the Company's permanent staff or by the Broker.

Art. 66. The members of the Bidding Committee will be responsible for the acts practiced by the Committee and the Broker for their acts, to the extent of their responsibility, and it is recommended to record this information in the minutes of the meeting in case of divergent individual position.

Art. 67. The duties of the Contracting Agent, the Bidding Committee and the Broker are among others:

I - check if the supplier or service provider is prevented from participating in bids or being hired by PETROBRAS under the terms of the Art. 38 and 44 of Law 13303/16;

II - processing bids, receiving and responding to requests for clarification, receiving and deciding objections against the Bidding Notice, receiving, analyzing appeals, assessing their admissibility, with reconsideration of its decision or forwarding it to the Superior Authority;

III - receiving, examining and judging the proposals according to requirements and criteria established in the Bidding Notice, promoting the necessary steps to clarify issues that may have doubts;

IV - declassify proposals or bids in the cases provided for in Article 56 of Law 13303/16;

V - negotiate more advantageous conditions, under the terms of Article 57 of Law 13303/16;

VI - recommend:

a) the contracting of the bid object; or

b) annulment of the bidding in case of illegality; or

c) revocation of the bidding; or

d) the closing of the bidding, in the event that bidding is deserted or failed.

Sole paragraph. The Support Team will be responsible for assisting the Contracting Agent and the Broker in all phases of the bidding process.

CHAPTER VI OF THE NOTICE

Art. 68. The Bidding Notice will define:

I - the object of the bidding and the resulting contract;

II - the form of execution of the bidding process, electronic or in person;

III - the dispute mode, open, closed or combined, or the use of the trading session, the classification criteria for each stage of the dispute and the rules for the presentation of proposals and bids;

IV - the compliance requirements of the proposals;

V - the period for submission of proposals by the Bidders, which may not be less than those provided for in Article 39 of Law 13303/16;

VI - the judgment criterion, among those established in Article 54 of Law 13303/16; Except for the forecast of inc. III, of paragraph 1, of Article 42 of Law 13303/16.

VII - the tiebreaker criteria;

VIII - the qualification requirements and, exceptionally, if decided in the preparation phase, information on the reversal of that phase;

IX - the requirement, when applicable, under the terms of Article 47 of Law 13303/16:

a) make or model;

b) sample;

c) quality certification of the product or manufacturing process.

X- proposal validity period;

XI - the deadlines and means for submitting requests for clarifications, challenges and appeals;

XII - the terms and conditions for delivery of the object;

XIII - the forms, conditions and payment terms, as well as the readjustment criterion, when applicable;

XIV - the requirement for guarantees and insurance, when applicable;

XV - the objective criteria for assessing the performance of the contractor, as well as the requirements for variable remuneration, when applicable;

XVI - sanctions;

XVII - other specific indications of the bidding, such as, for example:

a) the estimated value of the object of the bid, when adopting the criterion of judgment by greater discount;

b) value of remuneration or premium, when the criterion of judgment is adopted for best technique or artistic content;

c) the minimum sale price of movable goods, when adopting the judgment criterion for the highest price offer;

d) limits for subcontracting when permitted, under the terms defined in Article 78 of Law 13303/16;

e) the specific parameters, in the event of adopting the criteria of better combination of technique and price, better technique, better artistic content or greater economic return; and

f) the specific technical qualification parameters for the parts of the object that are technically or economically relevant.

XVIII - the requirement for other documents, declarations and information, including regarding the provision of Art. 3 and 4 of this Regulation.

Paragraph 1. The following are included as annexes in the Bidding Notice:

I - the technical specification;

II - contract draft

III - complementary specifications and performance rules;

IV - Risk Matrix, when applicable.

Paragraph 2. In the case of semi-integrated and integrated contracts, restricted to engineering works and services, it will also contain, under the terms of Paragraph 1, of Article 42, of Law 13303/16:

I- engineering design, in the case of integrated contracting, with technical elements that allow the characterization of the works or the service and the elaboration and comparison, in an isonomic form, of the bids to be offered by the individuals;

II - basic project, in cases of contract for unit price, contract for global price, integral contract and semi-integrated contracting, under the terms defined in this article;

III - technical document, with precise definition of the fractions of the undertaking in which there will be freedom for the contractors to innovate in methodological or technological solutions, either in terms of modifying the solutions previously outlined in the preliminary project or in the basic project of the bidding, or in terms of detailing the systems and procedures provided for in these technical parts;

IV - Risk Matrix, pursuant to item X of Article 42 of Law 13303/16.

CHAPTER VII

DISCLOSURE:

Art. 69. The publicity of the Bidding Notice, notwithstanding the possibility of direct disclosure to potential interested parties, registered or not, will be carried out through:

I - publication of an extract from the Bidding Notice in the Official Brazilian Gazette; and

II - Publication of the Bidding Notice on an electronic portal.

Art. 70. The extract of the Bidding Notice will contain the precise, sufficient and clear definition of the object, the indication of the places, days and times in which the full Bidding Notice may be consulted or obtained, as well as the address, date and time where the public session will take place.

Sole paragraph. Alternatively, the extract from the Bidding Notice will inform that the bidding will take place electronically, through the internet, also containing the indication of the respective website where the full Bidding Notice will be consulted or obtained, as well as the date and time of its achievement.

Art. 71. Any modifications to the Bidding Notice will be disclosed within the same terms as the original acts and procedures, except when the change does not compromise the formulation of the proposals.

Art. 72. The bidding notice shall be challenged for any irregularity identified pursuant to Law 13303/16, made by any citizen or interested party in participating in the event, within five (5) business days before the date set for the event, and the challenge shall be judged and answered by the Contracting Agent or Bidding Committee within three (3) business days.

CHAPTER VIII

PROCEDURES FOR SUBMITTING PROPOSALS OR BIDDINGS

Section I

TRADING SESSION

Art. 73. The trading session will be carried out in accordance with the procedures set out in Subsections I and II below.

§1st The rules of this Regulation referring to other bidding procedures will apply to the bidding procedure where applicable.

§2nd In procurements conducted through trading session, PETROBRAS shall observe the specific rules for the application of administrative sanctions established by Law No. 13.303/16, as provided in Title IX, Chapter III of this Regulation.

Subsection I

FACE-TO-FACE TRADING SESSION

Art. 74. The face-to-face trading session will meet the following procedure:

I - a public session shall be held on the appointed day, time and place to receive the proposals, and the interested party or his representative shall identify himself/herself and, if necessary, prove the existence of the necessary powers to prepare proposals and practice all other acts inherent to the competition;

II - upon the opening of the session, the interested parties or their representatives shall submit a declaration stating that they fully comply with the qualification requirements and shall deliver the envelopes containing the indication of the object and the price offered which shall be immediately opened and the compliance of the proposals with the requirements established in the convening instrument shall be verified;

III - for judging and classifying the proposals, the lowest price or highest discount criteria will be adopted, observing the maximum terms for supply, the technical specifications and minimum performance and quality parameters defined in the Bidding Notice;

IV - after the competitive stage has ended, by bidding, the Broker will verify the incidence of any preemptive right to be granted to the Bidder classified as a micro-company, small company;

V - after the end of the bidding stage, the Broker can check if the difference between the best bid and the second placed is at least ten percent (10%). If this difference is confirmed, the Broker will be able to restart the competitive phase, calling on the Bidders positioned from the second place, to present new bids, aiming at the definition of these positions;

VI - when the first classified proposal is examined, with regard to object and value, the Broker shall decide reasonably with respect to its acceptability;

VII - Once the competitive stage is over and the offers are ordered, the Broker will open the envelope containing the qualification documents of the bidder who submitted the best proposal, in order to verify compliance with the conditions set forth in the Bidding Notice;

VIII - the qualification will be carried out in accordance with the provisions of the Bidding Notice and these Regulations;

IX - the qualification documents may be totally or partially replaced by a Registration Certificate, compatible with the requirement for the object of the contract, under the terms of the Bidding Notice;

X - Once the requirements set forth in the Bidding Notice have been met, the bidder shall be declared as the successful bidder;

XI - if the bid is not acceptable or if the bidder disregards the qualification requirements, the Broker will examine the subsequent bids and the qualification of the bidders, in the order of classification, and so on, until the verification meets the Bidding Notice, being the respective bidder declared as the winning bidder;

XII - The Broker may initiate negotiations aiming at obtaining better price or quality conditions directly with the proposer who has submitted the best classified proposal;

XIII - after the successful bidder is declared, any bidder may express immediately and reasonably the intention to appeal, when a period of three (3) days is granted to submit the reasons for the appeal, and other bidders

are then summoned to present counter-reasons in an equal number of days, which shall be counted from the expiry of the time-limit of the applicant, and shall have immediate access to the proceedings;

XIV - the receipt of an appeal shall invalidate only those acts that are not capable of being used;

XV - the lack of an immediate and motivated manifestation of the bidder will affect the right of appeal and will result in the Adjudication of the bidding object by the Broker to the winning bidder;

XVI - after the appeal phase is over, PETROBRAS will award the object in favor of the winning Bidder and approve the result or revoke, or cancel, the procedure;

XVII - Bidders will be granted the right to contest the revocation or cancellation, pursuant to art. 121 of this Regulation;

XVIII - once the bidding is approved, the contractor will be called upon to sign the contract within the term defined in the Bidding Notice.

Subsection II

ELECTRONIC TRADING SESSION

Art. 75. The electronic Trading Session will observe the following procedure:

I - as of the time provided for in the Bidding Notice, the public session on the Internet will be opened upon the Broker's command with the use of his/her access key and password;

II - Bidders may participate in the public session on the internet, and shall use their access key and password;

III - The Broker will verify the proposals presented, disqualifying those that are not in compliance with the requirements established in the Bidding Notice;

IV- Disqualification will always be based on and recorded in the system, with real-time monitoring by all participants.

V - proposals containing the description of the object, value and any annexes will be available on the electronic portal;

VI - the electronic portal will provide its own field for exchanging messages between the Broker and the Bidders;

VII - the electronic portal will automatically order proposals classified by the Broker, and only these will participate in the bidding phase;

VIII - after proposals are classified, the Broker will start the competitive phase, when then the Bidders will be able to send bids exclusively through the electronic portal;

IX - with regard to the bids, the Bidder will be immediately informed of its receipt and the amount consigned in the registration;

X - The Bidders may bid successively, observing the time set for the opening of the session and the rules established in the Bidding Notice.

XI - the Bidder may only bid less than the last bid he/she offered and registered through the electronic portal;

XII - two or more equal bids will be accepted, prevailing whichever is received and registered first in the electronic system used by PETROBRAS;

XIII - during the public session on the internet, Bidders will be informed, in real time, of the value of the lowest bid registered, the identification of the Bidder is prohibited;

XIV - the bidding stage of the public session on the Internet will be closed after the Broker's decision, in no less than fifteen (15) minutes, with the exception of the trading sessions in which only one proposal is classified, which may be closed in a shorter period;

XV - as from the end of the bidding stage by the Broker, the bidding stage will start for a random period, which may last up to thirty (30) minutes. The electronic system used by PETROBRAS will send a notice of the imminent end of the time of the bidding stage, after then the receipt of bids will be automatically closed;

XVI - after the closing of the bidding stage, the Broker can check if the difference between the best bid and the second placed is at least ten percent (10%). If this difference is confirmed, the Broker will be able to restart the competitive phase, calling on the Bidders positioned from the second place, to present new bids, aiming at the definition of these positions;

XVII - for judging and classifying the proposals, the lowest price or highest discount criteria will be adopted, observing the maximum terms for supply, the technical specifications and minimum performance and quality parameters defined in the Bidding Notice;

XVIII - after the competitive stage has ended, through the submission of bids, the incidence of any preemptive right to be granted to a Bidder classified as a micro or small business will be verified, observing the procedure contained in Art. 44 and 45 of Complementary Law No. 123, of December 14, 2006;

XIX - after the closing of the bidding stage of the public session on the internet, the Broker may forward, through the electronic portal, a counter-proposal to the Bidder who has submitted the most advantageous bid, in order to obtain better conditions;

XX - the negotiation will be carried out through an electronic portal, and may be followed by the other Bidders;

XXI - in the case of disconnection of the Broker, during the bidding stage, if the electronic portal remains accessible to Bidders, the bids will continue to be received, notwithstanding the acts performed;

XXII - when the disconnection of the Broker persists for more than ten (10) minutes, the session of the electronic trading session will be suspended and restarted only after communication to the participants, on the electronic portal;

XXIII - after the bidding stage, the Broker will examine the proposal classified in first place as to the price compatibility in relation to the estimated for contracting and will verify the qualification of the Bidder according to the terms of the Bidding Notice;

XXIV - the qualification of the Bidders will be carried out in accordance with the provisions of this Regulation and the Bidding Notice;

XXV - if the bid is not acceptable or if the Bidder does not meet the qualifying requirements, Broker will examine the subsequent bid and, so on, in the order of classification, until the determination of a bid that meets the Bidding Notice;

XXVI - if the requirements established in the Bidding Notice are met, the Bidder will be declared the winner;

XXVII - after the winner is declared, any Bidder may, within the terms of the Bidding Notice, in a motivated manner, in the appropriate field of the electronic portal, express their intention to appeal, and then, they will be granted a period of three (3) business days to submit the reasons for appeal, the other Bidders shall be immediately summoned to, if they wish, submit objections within the same period, which will start counting from

the end of the applicant's term, ensuring an immediate view of the elements essential to the defense of their interests;

XXVIII - the lack of a motivated manifestation by the Bidder as to the intention to appeal, under the terms of the previous item, will result in the lapse of this right, with the Broker being authorized to award the object to the Bidder declared as the winner;

XXIX- The grant of an appeal shall invalidate only those acts that cannot be applied.

XXX - after the appeal phase is over, PETROBRAS will award the object in favor of the winning Bidder and approve the result or revoke, or cancel, the procedure;

XXXI - Bidders will be granted the right to contest the revocation or cancellation, pursuant to art. 121 of this Regulation;

XXXII - once the bid is approved, the contractor will be called upon to sign the contract within the term defined in the Bidding Notice.

Section II OPEN DISPUTE MODE

Art. 76. In open dispute mode, Bidders will submit written or electronic proposals in public session and, subsequently, they will offer public and successive bids, increasing or decreasing, according to the criterion of judgment adopted.

§1st - The Bidding Notice may establish a minimum interval of difference of values between the bids, which will apply both in relation to the intermediate bids and in relation to the proposal that covers the best offer.

§2nd - If the bidding in an open dispute mode is carried out in person, the following procedures will additionally be adopted:

I - the initial proposals will be ordered according to the order of advantage, according to the judgment criteria adopted;

II - the Contracting Agent or the Bidding Committee will individually and successively invite the Bidders, in a sequential manner, to present verbal bids, starting with the author of the least advantageous proposal, followed by the others; and

III - the Bidder's withdrawal from submitting a verbal bid, when called upon, will imply his/her exclusion from the verbal bidding stage and the

maintenance of the last price presented by him/her, for the purpose of ordering the proposals, except in the case of being the holder of the best proposal, hypothesis in which he/she will be able to present new bids whenever applicable, pursuant to the provision of Paragraph 1 of Art. 72 of this Regulation.

§3rd - The Bidding Notice may establish the possibility of bidders presenting intermediate bids during the open dispute.

I - The following bids are considered to be intermediaries:

a) equal to or less than the highest bidder, but higher than the last bid given by the Bidder, when the judgment was adopted by the criterion of the highest price offer; or b) equal to or higher than the lowest bidder, but lower than the last bid given by the Bidder, when the other judgment criteria are adopted.

Art. 77. After the identification of the best proposal, if the difference in relation to the second is at least ten percent (10%), the Bidding Committee may admit the resumption of the open dispute, under the terms established in the Bidding Notice, to define the other positions.

§1st - After the restart provided for in the heading, the Bidders will be invited to submit bids.

§2nd - Bidders may submit intermediate bids under the terms of Paragraph 3 of Article 72 of this Regulation.

§3rd - The equal bids will be classified according to the order of presentation.

Section III

CLOSED DISPUTE MODE

Art. 78. In closed dispute mode, the proposals submitted by the Bidders will be confidential until the date and time designated for their disclosure.

Sole paragraph. In the case of face-to-face bidding, the proposals shall be presented in sealed envelopes, opened in a public session and ordered according to the judgment criteria adopted.

Section IV

COMBINATION OF DISPUTE MODES

Article 79. The Bidding Notice may establish that the dispute modes are combined, when the object can be parceled out.

Sole paragraph. In the event of a combination of dispute modes, each part of the object will be evaluated according to the rules of the chosen dispute mode, under the terms of the Bidding Notice.

CHAPTER IX

PROPOSAL JUDGEMENT

Section I

GENERAL PROVISIONS

Art. 80. The judgment is the stage in which the proposals will be ranked according to one of the following judgment criteria:

- I - lowest price;**
- II - highest discount;**
- III - best combination of technique and price;**
- IV - best technique;**
- V - better artistic content;**
- VI - highest price offer;**
- VII - greatest economic return;**
- VIII - best allocation of assets disposed.**

Section II

LOWEST PRICE OR LARGEST DISCOUNT

Art. 81. The judgment criteria for the lowest price or the highest discount will consider the lowest expenditure for PETROBRAS, in compliance with the minimum quality parameters defined in the Bidding Notice.

Paragraph 1. Indirect costs, related to expenses with maintenance, use, replacement, depreciation and environmental impact, among other factors, may be considered for the definition of the lowest expenditure, whenever objectively measurable, according to parameters defined in the Bidding Notice.

Paragraph 2. The criterion for judging by greater discount will use as a reference the global price set by the Bidding Notice.

Paragraph 3. In the case of engineering works or services, the discount percentage presented by the Bidders will be applied on a linear basis to the prices of all items of the Estimated Budget contained in the Bidding Notice.

Section III

BEST COMBINATION OF TECHNIQUE AND PRICE

Article 82. The criterion for judging the best combination of technique and price will be chosen when the evaluation and weighting of the technical quality of the proposals are relevant to the purposes intended by PETROBRAS.

Article 83. In judging by the criterion of the best combination of technique and price, the technical and price proposals submitted by the Bidders shall be evaluated and weighted, according to objective weighting factors provided for in the Notice.

Paragraph 1. The most relevant weighting factor will be limited to seventy percent (70%).

Paragraph 2. Environmental sustainability parameters may be used to score technical proposals.

Paragraph 3. The Bidding Notice will establish a minimum score for technical proposals, the failure of which will result in disqualification.

Section IV

BETTER TECHNIQUE

Art. 84. The criterion of judgment by the best technique can be used to contract projects and works of a technical, scientific nature, including architectural projects and excluding engineering projects.

Paragraph 1. The criterion of judgment by the best technique will consider exclusively the technical proposals presented by the Bidders, according to objective parameters inserted in the Bidding Notice.

Paragraph 2. The Bidding Notice will define the prize or remuneration that will be attributed to the winner.

Paragraph 3. Environmental sustainability parameters may be used to score bids in bidding.

Paragraph 4. The Bidding Notice may establish a minimum score for the proposals, the failure will result in disqualification.

SECTION V

ARTISTIC CONTENT

Art. 85. The judgment criterion for the best artistic content can be used to contract projects and works of an artistic nature.

Art. 86. The judgment criterion for the best artistic content will consider exclusively the artistic proposals presented by the Bidders, according to objective parameters inserted in the Bidding Notice.

Paragraph 1. The Notice will define the prize or the remuneration that will be attributed to the winner.

Paragraph 2. Environmental sustainability parameters may be used to score bids in biddings.

Paragraph 3. The Bidding Notice may establish a minimum score for the proposals, the failure will result in disqualification.

Art. 87. In bids that adopt the criterion of judgment for the best artistic content, the Contracting Agent or the Bidding Committee may be assisted by the Support Team or by the Special Committee made up of at least three people of unblemished reputation and notorious knowledge of the matter under examination.

Sole paragraph. The members of the Special Committee referred to in the heading will be responsible for the acts performed, to the extent of their responsibility, and it is recommended that the minutes be recorded in the meeting minutes in case of diverging individual position.

Section VI

GREATEST PRICE OFFER

Art. 88 The judgment criterion for the highest price offer will be used in the case of contracts that result in revenue for PETROBRAS.

Paragraph 1. The fulfillment of the technical and economic-financial qualification requirements may be waived, as long as indicated in the Bidding Notice.

Paragraph 2. It may be a qualification requirement to provide proof of payment of the amount as a guarantee, limited to five percent (5%) of the minimum amount of Disposal, within the period stipulated in the Bidding Notice.

Paragraph 3. In the event of Paragraph 2, the winning Bidder will lose the amount in favor of PETROBRAS if he/she does not make the payment due within the stipulated period.

Art. 89. The assets and rights object of the Trading Session according to the criteria provided for in Article 84 of these Regulations will be previously assessed for fixing the minimum bid amount.

Art. 90. The Bidding Notice will establish the conditions for the delivery of the asset to the bidder, when applicable.

Section VII

GREATER ECONOMIC RETURN

Art. 91. In the judgment criterion for the highest economic return, the bids or proposals will aim to provide PETROBRAS with savings, through the reduction of its current expenses, remunerating the winning Bidder based on a percentage of the resource savings generated.

Paragraph 1. The Bidding Notice shall provide objective parameters for measuring the savings generated with the execution of the contract, with the contractor being remunerated based on a percentage of the savings in resources generated.

Paragraph 2. For the purpose of judging the proposal, the economic return is the result of the savings that it is estimated to generate with the execution of the contract in accordance with the work proposal, less the price proposal.

Art. 92. In bids that adopt the criterion of judgment for the highest economic return, Bidders will present:

I - work proposal, which shall include:

a) the works, services or goods, with respective deadlines for completion or supply; and

b) the savings estimated to be generated, expressed in units of measure associated with the work, goods or services and expressed in monetary units.

II - price proposal, which will correspond to a percentage of the economy estimated to generate during a given period, expressed in monetary unit.

Art. 93. The contract shall provide that in cases where the contracted savings are not generated:

I - the difference between the contracted economy and the one actually obtained will be discounted from the contractor's remuneration;

II - if the difference between the contracted economy and the one actually obtained is higher than the contractor's remuneration, a fine will be applied for non-execution of the contract; and

III - application of other applicable sanctions, if the difference between the contracted economy and the one actually obtained is higher than the maximum limit established in the contract.

Section VIII

BEST DESTINATION OF DISPOSED GOODS

Art. 94. In the implementation of this criterion, in the terms of the respective Bidding Notice, the repercussion in the social environment will be considered, for the purpose of the good that will be used by the purchaser.

Sole paragraph. The purchaser of the good shall prove by written document the destination of the good.

Art. 95. Failure to comply with the purpose referred to in Article 94 of this Regulation will result in the immediate return of the asset reached to PETROBRAS' assets, in which case the payment of indemnity in favor of the purchaser is prohibited.

Sole paragraph. In cases where restitution is not possible, the purchaser shall indemnify the assessed value of the asset to PETROBRAS, in addition to any losses and damages.

Section IX

PREFERENCE AND TIEBREAKER

Art. 96. In the event of a tie between two or more proposals, the following tiebreaker criteria shall be observed, in order:

I - final dispute, in which the tied bidders may submit a new closed proposal, upon the closing of the trial stage;

II - evaluation of the previous contractual performance of bidders, provided that there is an objective evaluation system in place;

III - the criteria established in Article 3 of Law No. 8248, of October 23, 1991 (Law on Informatics and Automation), and in Art. 60 of Law No. 14.133, of April 1, 2021 (Law on Bids and Administrative Contracts);

IV - draw.

Paragraph 1. If any of the Bidders is a micro or small business, prior to the application of the previous items, the procedure contained in the Art 44 and 45 of Complementary Law No. 123, of December 14, 2006, will be met.

Paragraph 2. For the criteria contained in item II of this article, only evaluations of contracts of similar object may be used.

CHAPTER X

VERIFICATION OF EFFECTIVENESS

Art. 97. Once the bids or proposals are judged, verification of their effectiveness will be promoted, under the terms of Article 56 of Law 13303/16, promoting the disqualification of those who:

I - contain insurmountable defects;

II - fail to comply with the technical specifications contained in the Bidding Notice;

III - present manifestly unenforceable prices;

IV - are above the estimated budget for the contract, after adopting the procedure described in Paragraph 1 of Article 99 of this Regulation;

V - have not demonstrated their feasibility, when required by PETROBRAS;

VI - submit noncompliance with other requirements of the convening instrument, unless it is possible to accommodate its terms before the award of the subject matter and notwithstanding the attribution of isonomic treatment between bidders.

§1st - For the purposes of Paragraph 1 of Article 56 of Law 13303/16, criteria may be defined in the Bidding Notice to limit the verification of effectiveness to the highest ranked bids and proposals.

§2nd - Even before the effectiveness check with the highest ranked bidder has been completed, the Bidding Committee may make inquiries of the other bidders, in accordance with the ranking order, in order to make the bidding procedure more effective.

§3rd - If after the effectiveness of the proposals of the Bidders that meet the criteria defined in the terms of the previous paragraph, there is no valid proposal, the effectiveness of the other proposals in the sequence of the classification may be analyzed.

Art. 98. When all bids are disqualified, PETROBRAS may establish for the Bidders a period of eight (8) working days for the presentation of new documentation or new proposals to remedy the causes of disqualification.

CHAPTER XI

NEGOTIATION

Art 99. After confirming the effectiveness of the bid or proposal that obtained the first place in the judgement stage, or that occupies this position due to the disqualification of another that has obtained a higher placement, the public company and the joint stock company shall negotiate more favorable conditions for whom presented it.

§1st - The negotiation shall be done with the other bidders, according to the order initially established, when the price of the first one, even after the negotiation, remains above the estimated budget.

§2nd - If after the adoption of the provision referred to in paragraph 1 of this article, no amount equal to or less than the estimated budget for the contracting is obtained, the bid shall be revoked.

Art. 100. The Bidder who submitted the best proposal in the event shall re-elaborate and submit to the Contracting Agent or Bidding Committee, by electronic means, according to the deadline established in the Bidding Notice, the spreadsheets indicating the quantities and unit costs, as well as the details of the Indirect Bonuses and Expenses (BDI) and Social Charges (ES), with the respective amounts appropriate to the bid/proposal negotiated, for the purposes of the provision in item III of Article 69 of Law 13303/16.

CHAPTER XII

QUALIFICATION

Section I

GENERAL PROVISIONS

Art. 101. The submission of the qualification documents will only be required by the Bidder ranked first, except in the case of phase reversal, provided for in exceptional circumstances on paragraph 1 of Article 51 of Law 13303/16.

Sole paragraph. The documents may be totally or partially replaced by a Registration Certificate or a Pre-Qualification Registration, compatible with the requirement for the object of the contract, under the terms of the Bidding Notice.

Art. 102. In case of disqualification, the qualification documents of the subsequent Bidders will be requested and evaluated, in order of classification.

Sole paragraph. When all Bidders are disqualified, PETROBRAS may set the Bidders a period of eight (8) business days for the presentation of new documentation to remedy the causes of disqualification.

Art. 103. In case of phase inversion:

I - the Bidders will simultaneously submit the qualification documents and the proposals;

II - the qualification documents of all Bidders will be checked; and

III - only qualified Bidders' proposals will be judged.

Paragraph 1. In this case, an appeal related to the qualification after this phase will be applicable, observing the provisions of Art. 109 et seq. of this

Regulation, notwithstanding the appeal after the negotiation phase, which cannot have as object the decision regarding the qualification.

Paragraph 2. PETROBRAS may perform the registration of qualified Bidders, provided that there is a provision in the Bidding Notice and the Bidders agree.

Art. 104. In any case, documents relating to fiscal regularity may be required after the bid is judged, only in relation to the highest ranked Bidder.

Art. 105. The Bidding Notice will define the deadline for the presentation of the qualification documents.

Art. 106. The qualification will be assessed based on the parameters provided for in Article 58 of Law 13.303/16, according to specific requirements provided for in the Bidding Notice.

Section II

CONSORTIUM PARTICIPATION

Art. 107. The Bidding Notice may provide for the participation of interested parties in a Consortium, subject to the following conditions:

I - impediment of participation of consortium members, in the same bidding process, in more than one consortium or separately;

II - proof of public or private commitment to set up a consortium, subscribed by the consortium members, stating the objective and composition of the Consortium, indicating the percentage of individual participation of each consortium member in the scope of the contract;

III - indication of the legal entity responsible for the consortium, which shall meet the leadership conditions set out in the Bidding Notice;

IV - presentation of the documents required in the Bidding Notice for each consortium member, the Bidding Notice may admit, for the purpose of the Consortium's technical qualification, the sum of the qualification of each consortium member;

V- express statement of commitments and obligations of the Consortium Members, among which that each Consortium Member will be individually and jointly liable for the fiscal, administrative and contractual requirements

relevant to the purpose of the bidding process, until the performance of the purpose of the contract;

VI - proof of economic and financial qualification, upon presentation of the sum of the values of the consortium members and demonstration of compliance with the accounting requirements defined in the Bidding Notice, by each consortium member.

Art. 108. The Bidding Notice shall require that a joint liability clause shall be included in:

I - the commitment to set up a consortium to be signed by the consortium members; and

II - in the contract to be signed by the winning consortium.

Art. 109. In Consortia composed of Brazilians and foreigners, legal representation is the responsibility of the Brazilian consortium member, under the terms of item III of Article 107 of this Regulation.

Art. 110. The winning bidder is obliged to promote, prior to the conclusion of the contract, the constitution and registration of the consortium, in accordance with the commitment referred to in item II of Article 107 of this Regulation.

Art. 111. The change in the composition of the consortium can only occur if it is expressly authorized by PETROBRAS, until the conclusion of the Contract Object.

Sole paragraph. The prohibition in the heading shall not apply when the consortium members decide to merge into a single legal entity, which succeeds them for all legal purposes, maintaining the solidarity of the consortium members under the terms of Article 108 of these Regulations.

Art. 112. The Bidding Notice may establish the maximum number of business companies per consortium and shall establish a deadline for the consortium commitment to be replaced by the definitive constitution contract of the consortium, as provided for in Article 279 of Law No. 6404 of December 15, 1976 , under penalty of cancellation of any Award.

CHAPTER XIII

APPEALS

Art. 113. The appeal phase is unique, after the end of the qualification, except in case of phase inversion.

Sole paragraph. In the case of the phase inversion provided for in Paragraph 1 of Art. 51 of Law 13303/16, Bidders may submit appeals after the qualification and after the trading, in this case covering the acts resulting from the effectiveness verification and judgment phases.

Art. 114. After the disclosure of the closing results of the qualification phase, the appeals and the respective challenges shall be submitted within the deadline and in the form established in the notice.

§1st - Once the winner has been declared, any Bidder may express their intention to appeal, in a specific field on the electronic portal, within the period defined in the Public Notice. If an appeal is lodged, the deadline for submitting the respective grounds for appeal will begin, in accordance with the terms of the Public Notice, and the others Bidders are hereby notified that they may, if they so wish, submit objections within the same period, which will begin to run from the end of the appellant's deadline, and they will be assured immediate sight of the elements indispensable to the defense of their interests.

§2nd - The Bidder's failure to provide a reasoned statement of intention to appeal shall result in the forfeiture of this right, and the Bidding Committee shall be authorized to award the object to the Bidder declared the winner.

§3rd - The appeals filed have suspensive effect until its final decision.

Art. 115. The Bidders are guaranteed to view the elements of the documents essential to the defense of their interests, respecting the confidentiality of the Budget and of documents related to the formation of prices of the Bidders, as well as other documents protected by bank, strategic, commercial or industrial secrecy.

Art. 116. The appeal will be directed to the Higher Authority, through the the Contracting Agent or Bidding Committee, which will assess its admissibility, and the latter shall reconsider its decision or address it to the Higher Authority.

Art. 117. The grant of an appeal shall invalidate only those acts that cannot be applied.

Art. 118. The decision that judges the appeal will be unappealable.

CHAPTER XIV
AWARD OF THE OBJECT AND APPROVAL OF THE RESULT OR
WITHDRAWAL OF THE PROCEDURE

Art. 119. The provisions of this chapter apply, as appropriate, to acts by which Direct Contracting is determined, except for Article 117 of this Regulation.

Art. 120. After the appeal phase is over, PETROBRAS will award the object in favor of the winning Bidder and approve the result or revoke or cancel the procedure.

Art. 121. Bidders, who have expressed an interest in contesting, will be granted a period of five (5) business days to submit a contestation, counted from the disclosure of the annulment or revocation of the bidding, in cases where the annulment or revocation occurs after the bids or proposals.

Paragraph 1 - The contestation will be addressed to the authority hierarchically superior to the one who practiced the contested act, through the Bidding Committee, which will assess its admissibility.

Paragraph 2 - The authority that performed the act may reconsider its decision or address the hierarchically superior authority for a final decision.

Art. 122. Summoned to sign the contractual instrument, the interested party shall observe the established terms and conditions, under penalty of reduction of the right to contract.

Sole paragraph. The interested party who does not maintain the conditions of effectiveness of the proposal at the time of signing the contractual instrument will lose the condition for signing the contract.

Art. 123. PETROBRAS is allowed, when the summoned fails to sign the contractual instrument, within the established terms and conditions:

I - call the remaining Bidders, in the order of classification, to sign in the same period and under the same conditions proposed by the first classified, including regarding the Updated Prices in accordance with the Bidding Notice; or

II - revoke the bidding.

Sole paragraph. The refusal of the summoned to enter into the contract may give rise to the application of an administrative sanction, pursuant to Art.83 of Law 13303/16.

TITLE V

DIRECT CONTRACTING

Art. 124. Contracting may be carried out without prior bidding in the following cases:

I - Inapplicability of Bidding, provided for in Art. 28, Paragraph 3 of Law 13303/16;

II - Exemption from Bidding, in the cases described, in a definitive role, in Article 29 of Law 13303/16;

III - Unenforceability of Bidding, in cases of unfeasibility of competition, pursuant to Art. 30 of Law 13.303/16.

Paragraph 1 - The provisions of this Title do not apply to the cases covered by Item I of this Article.

Paragraph 2 - The activities related to the commercialization of products resulting from the exploration and production of hydrocarbons, natural gas and its derivatives are exempted from complying with the bidding procedures, pursuant to Art. 28, Paragraph 3, I, of Law 13303/16, of products from chemical industries, for import, export and exchange of these products, their transportation, processing and storage.

Art. 125. Once the need for hiring has been verified and the permissive hypothesis of Direct Contracting has been substantiated, the conditions of the contract to be negotiated, the commercial premises and other elements inherent to the negotiation shall be identified.

Sole paragraph. Prior to the negotiation aiming at Direct Contracting, the Organizational Unit responsible for contracting shall take care as to the pertinence of the object to be contracted in relation to the contract or Bylaws of the company with which it intends to negotiate.

Art. 126. Based on this prior analysis, the relevant negotiations can be carried out, considering PETROBRAS' estimate(s), market conditions and commercial practices.

Art. 127. Direct contracts shall be conducted by the Contracting Agent or Negotiation Committee in the cases provided for in an internal procedure.

Art. 128. Except for the hypothesis foreseen in Art. 131 of this Regulation, the other cases of waiver and unenforceability, as well as the hypotheses of inapplicability of bidding shall be concluded in writing, observing the Art.

129 and 130 of this Regulation, in addition to the due registration of the following elements:

I - circumstances in fact justifying the request or the need to assume the commitment;

II - reason for choosing the goods supplier or service provider; and

III - justification of the total contracted price/value.

TITLE VI

CONTRACTING INNOVATIVE SOLUTIONS

Section I

General Provisions

Art.128-A. PETROBRAS may contract innovative solutions through a Special Bidding Mode, pursuant to Complementary Law nº 182, of June 1, 2021, which institutes the legal framework for startups and innovative entrepreneurship (LC 182/21), as provided for in art. 12, paragraph 2 of this same law.

Paragraph 1 - As a way of maximizing the probability of success in the contracting objectives, the participation of individuals or legal entities, individually or in a consortium, may be admitted, including the presence of foreigners, when and in the manner provided for in the Bidding Notice.

Art. 128-B. The contracting process may involve one or more challenges to be resolved, and more than one contract may be signed for the same challenge, according to art. 13 paragraph 6 of LC 182/2021.

Art. 128-C. The Special Bidding Mode will preferably be conducted electronically, in compliance with LC 182/2021.

Art.128-D. Bidding Notice for the Special Bidding Mode will be disclosed on the portal/electronic platform used by Petrobras and its extract in the Federal Official Gazette, with the deadline for submission of proposals being foreseen in the Bidding Notice.

Paragraph 1 - The extract of the Bidding Notice will contain the delimitation of the scope of the bid, the indication of the places, days and times in which the full Bidding Notice may be consulted or obtained, deadlines for the submission of proposals and the indication of the electronic portal where the procedure will be realized.

Ar.128-E. The proposals for each challenge will be evaluated and judged by a special committee made up of at least three (3) people with recognized knowledge of the subject matter of the challenge.

Paragraph 1 - PETROBRAS, considering the peculiarities of the agreement, may invite external members to act in the aforementioned special commission, in order to expand cooperation and interaction with public entities, between the public and private sectors and between companies.

Paragraph 2 - The Bidding Notice may provide for intermediate stages of selection of challenges to intensify the technical interaction between PETROBRAS and the participants, aiming at the refinement and adequacy of the initial proposal, considering, among others, the technical aspects and the actual conditions of application of the solution.

Art. 128-F. The proposals will be judged according to the criteria foreseen in art. 13, paragraphs 4 and 5 of LC 182/2021, without prejudice to PETROBRAS' right to include other criteria deemed necessary.

Art.128-G. The authorization referred to in CHAPTER XII of this Regulation and art. 58 of Law 13.303/16, considering the peculiarities of each process.

Sole paragraph. When the qualification requirements are waived as provided for above, the judgment and selection criteria for the proposal must contain mechanisms that allow the assessment of:

- a) the possibility of the acquisition of rights and obligations by the contractor party;**
- b) the regularity with the taxes that fund Social Security, pursuant to paragraph 3 of art. 195 of the Federal Constitution; and**
- c) the technical ability to work on the proposal to solve problems.**

Art. 128-H. Once the proposal judgment phase is completed, PETROBRAS may negotiate with the selected most advantageous economic conditions, including, depending on the technological route and stage of development of each solution proposal, the remuneration criteria that will be adopted in the form of art. 128-N.

Sole paragraph. At the end of the judgment and negotiation phase, in the event that the price is higher than the estimate, PETROBRAS may, upon express justification, accept the offered price, adopting the system provided for in art. 13 paragraph 10 of LC 182/2021.

Art. 128-I. The presentation and judgment of appeals will be carried out as provided for in the Notice.

Art. 128-J. At the end of the bidding, its result will be ratified, and the selected participant(s) for each challenge will be announced on the electronic portal.

Art. 128-K. Once the bid selection phase is completed and the result of the Special Modal Bid is disclosed, Petrobras may enter into a Public Contract for Innovative Solution (CPSI) with the selected bidders, with a term limited to twelve (12) months, renewable for more a period of up to twelve (12) months.

Art. 128-L. The CPSI must have as its subject matter the delivery of a solution to meet a specific challenge, based on what was defined in the bidding as provided for in paragraph 1 of art. 13 of LC 182/2021, it is not mandatory to achieve the expected results, due to the potential technological risk involved.

Art. 128-M. The CPSI shall contain, among others, the clauses provided for in article 14, paragraph 1 of LC 182/21.

Art. 128-N. Each CPSI will have a value limited to BRL 1,600,000.00 (one million and six hundred thousand reais), without prejudice to the possibility that the notice may set forth lower limits.

Paragraph 1. The amount set forth in the caput may be annually updated by PETROBRAS, pursuant to art. 12 paragraph 3 of LC 182/2021 and will be disclosed in the agreement notice.

Paragraph 2. The remuneration of the contractor must adopt one of the criteria provided for in art. 14, paragraph 3 of LC 182/21, it being possible to define a schedule of execution and payment per completed stage, as well as the assignment of different payment criteria for each of the stages, pursuant to paragraphs 4 to 6 of art. 13 of LC 182/21.

Paragraph 3. PETROBRAS may provide in the agreement for the advance payment of a portion of the price prior to the beginning of the execution of the subject matter, pursuant to art.14 paragraphs 7 and 8 of LC 182/21.

Paragraph 4. In the event referred to in paragraph 3 above, the notice will provide for the parameters that will enable the initial payment, the conditions for its use and the applicable value limits.

Art. 128-O. Once CPSI is closed with satisfactory results, PETROBRAS may enter into with the same contractor party, without a new bidding, an

agreement for the supply of the product, process or solution resulting from the CPSI or, if applicable, to integrate the solution to the technological infrastructure or the work process of PETROBRAS.

Paragraph 1. PETROBRAS may choose not to enter into the Supply Agreement even if the result of the CPSI has been satisfactory.

Paragraph 2. The Supply Agreement will be limited to:

I - twenty-four (24) months, extendable for another period of up to twenty-four (24) months;

II - Five (5) times the amount defined in art. 128-N of this Regulation, including any extensions.

Paragraph 3. The value limit provided for in paragraph 2, II above may be exceeded in cases of price adjustments and additions referred to in art. 81, paragraph 1 of Law nº 13.303/16.

Art. 128-P. The provisions of Titles VI (AGREEMENTS AND OTHER BUSINESS FIGURES), VII (MANAGEMENT AND SUPERVISION) and VIII (IMPLICATION OF PENALTIES) of this Regulation that do not conflict with the systematic provided for in LC 182/21 and in this Title.

TITLE VII

CONTRACTS AND OTHER BUSINESS FIGURES

CHAPTER I

FORMALIZATION OF CONTRACTS

Section I

General Standards

Art. 129. The legal business instruments signed by PETROBRAS are governed by its clauses, the provisions of Law 13303/16, the precepts of private law, as well as the rules contained in these Regulations.

Art. 130. The formalization of contracts is mandatory and can be carried out by means of a simplified legal instrument, called Letter-Contract, in the cases defined in an internal procedure.

Art. 131. The formalization of a contractual instrument is waived only for contracts involving Small Expense of Prompt Delivery.

Sole paragraph. The manager shall file in the contracting folder of the formalization of a contractual instrument a document capable of proving the delivery of the asset or the execution of the service and the receipts/invoices provided by the contractor, observing the accounting record of the amounts spent.

Art. 132. The contractual instruments shall contain the necessary clauses contained in Article 69 of Law 13303/16.

Art. 133. In cases where the criterion of judgment is the one with the greatest economic return, the periodicity of the verification of the effective economy shall be established in the contract.

Art. 134. The contractual stipulations shall reproduce the terms of the contractual draft that accompanied, as an annex, the bidding documents or the terms negotiated in Direct Contracting.

Sole paragraph. The contractual draft may change as a result of the negotiation under the terms of Article 57 of Law 13303/16.

Art. 135. The object of the contract shall be defined succinctly and clearly, allowing the identification of the characteristic elements of the contract.

Art. 136. As a condition of signing the contract, the company to be hired shall be in good standing with the Guarantee Fund for Time of Service (FGTS) and with Social Security.

Art. 137. In any case, the responsible Organizational Unit shall keep, on file, the instruments evidencing the contracting for a sufficient period to protect PETROBRAS' interests.

Art. 138. The specific legitimacy for entering into contracts, when not resulting from the statutory provision, shall be established in a power of attorney, in which the powers granted and the conditions for their exercise shall be expressly stated.

Art. 139. In contracts where the provision of guarantees is required, the provisions of Article 70 of Law 13303/16 shall be observed.

Art. 140. In the contracts governed by this Regulation, the use of private dispute resolution mechanisms, including arbitration and mediation, may be allowed to settle conflicts arising from or related to their execution.

Section II

Terms

Art. 141 The total term of the contracts may not exceed five (5) years, counted from their conclusion, including any extension amendments, except for the exceptions of Art. 71, of Law 13.303/16.

Art. 142. In cases where the contractual term of more than five (5) years is a routine market practice and the imposition of a five (5) year limit makes the business unfeasible or excessively burdensome, the manager shall justify, under the technical-economic perspective, the need for that higher term.

Sole paragraph. The justification presented shall be included in the contract initiation document.

Section III

Subcontracting

Art. 143. Total subcontracting of the contractual object is prohibited.

Art. 144. The contractor may partially subcontract the Contract Object, provided that there is provision in the contract and prior written authorization by PETROBRAS, subject to the provisions of Article 78 of Law 13303/16.

Section IV

Risk Matrix

Art. 145. The engineering works and services contracts, entered into in the semi-integrated and integrated contracting regimes, shall contain the Risk Matrix, with the allocation of the risks under the responsibility of each of the parties.

Section V

Engineering Contracts and Services

Art. 146. In engineering works and services contracts, the execution of each stage will be preceded by the respective executive project for the stage and the conclusion and approval, by PETROBRAS, of the works related to the previous stages.

Paragraph 1. The executive project of a later stage may be developed concurrently with the execution of the works and services of the previous stage, as long as authorized by PETROBRAS.

Paragraph 2. In the case of integrated contracting, the analysis and acceptance of the project shall be limited to its technical adequacy in relation to the parameters defined in the Bidding Notice, in accordance with Art. 42, Paragraph 1, item I, point "a" of Law 13303/16, and it shall be ensured that the disbursed installments comply with the financial schedule established in the contract.

Paragraph 3. The acceptance referred to in Paragraph 2 does not assume any technical responsibility for the project by PETROBRAS.

CHAPTER II

AMENDMENTS TO THE CONTRACTS

Art. 147. The contract, in the course of its validity, may be changed due to supervening facts or opportunities that require the revision of the initial stipulations, or also due to the need to correct material errors, respecting the prohibition provided for in Paragraph 8 of Art. 81 of Law 13303/16.

Art. 148. Contractual changes shall occur during the term of the contract, through the signing of Addenda, which shall be sequentially numbered.

Art. 149. The provisions of Paragraph 1 to Paragraph 8 of Article 81 of Law 13303/16 apply to all contracts governed by this Chapter.

Art. 150. Except in the integrated contracting regime, contracts destined to the provision of works and engineering services shall contain clauses that establish the possibility of contractual amendment in the cases provided for in items I to VI of Article 81 of Law 13303/16.

Art. 151. Contractual changes shall be negotiated by Trading Committees in the cases provided for in an internal procedure.

Art. 152. The Addendum instrument shall contain:

I - The names and qualification of the parties;

II - The numbering of the contractual instrument being changed;

III - A detailed description of the changes, indicating the contractual items being changed and details of their values;

IV - Ratification of unchanged contractual stipulations;

V - The date of its execution;

VI - The signatures of the parties, the witnesses and, when applicable, the intervening parties and assigns.

Sole paragraph. In the case of changes in the contractual clause, the Amendment shall describe what is being changed, repeating the clause with the new wording.

Art. 153. Once the Addendum is concluded, its stipulations become part of the contractual instrument.

Art. 154. Addenda that involve an increase in value depend on the existence or forecast of budgetary resources.

Art. 155. Contracts may undergo changes in the Scope, as long as they do not imply a change in their object.

Art. 156. Contracts may suffer additions, substitutions or decreases in services or supplies.

Art. 157. Contractual changes, which may or may not result in changes in the contractual value, shall have demonstrated their need and technical and/or economic justification.

Art. 158. The calculation to fit the limit percentage provided for in Paragraph 1 of Article 81 of Law 13303/16, shall be carried out based on the Initial Updated Value of the Contract, considering separately both the increases and the decreases, with no compensation between these being allowed.

Art. 159. Contractual changes resulting from an imbalance in the economic-financial equation shall be previously submitted to the Legal Department.

Art. 159-A. Records that do not characterize a change to the contract can be made by means of an apostille, without the need to sign an addendum.

CHAPTER III

CONTRACTS IN KIND

Section I

Sponsorship Agreements

Art. 160. The sponsorship contracts aim to strengthen PETROBRAS' brands, products and services through the association with a third party initiative project to promote cultural, social, sports, educational and

technological innovation activities, aiming to gain institutional image, the relationship with its audience and your reputation.

Art. 161. Sponsorship contracts shall have funds defined in PETROBRAS' budget allocation, respecting the limit provided for in Article 93 of Law 13303/16.

Art. 162. Sponsorships will be previously submitted to the analysis of the area responsible for Communication and Brands or Social Responsibility, depending on the nature of the project or event to be sponsored.

Art. 163. In the sponsorship contracts where there is a tax incentive, a clause detailing the aspects necessary for the use shall be included.

Art. 164. Sponsorship contracts shall be provided with a counterpart clause.

Sole paragraph. The sponsorship contracts shall also contain a clause with the provision that any and all material made with the brands of PETROBRAS may only be used and transmitted after approval by PETROBRAS.

Art. 165. The sponsorship contracts, in addition to the contractual fines, shall provide for a clause that legitimizes PETROBRAS to reimburse the amounts paid, in the same percentage of non-compliance with the counterparts.

Art. 166. Payments shall meet the schedule specified in each sponsorship contract.

Art. 167. In sponsorship contracts, PETROBRAS shall take steps regarding the pertinence of the object to be contracted in relation to the contractor's Bylaws or Articles of Incorporation.

Art. 168. PETROBRAS will require the sponsored person to provide proof of the sponsored initiative and the compensation provided for in the contract.

Section II

Lending Contracts

Art. 169. The lending contract is characterized by the free loan of non-fungible things, that is, of things that cannot be replaced by others of the same kind, quality and quantity.

Art. 170. Lending contracts do not apply the rules contained in Law 13303/16, the sanctions provided for in these Regulations shall apply in the event of a breach of the duty of secrecy.

Art. 171. The lending contract may only be entered into upon the presence of benefits for the Company, its employees or the community.

Art. 172. Lending contracts shall be preceded by an appraisal of the asset to be leased, whether movable or immovable.

Art. 173. The performance of works, modifications and/or improvements to the property require prior written consent from PETROBRAS.

Art. 174. The convenience and opportunity of any assignment or transfer of the lending contract shall be assessed by the Competent Authority, in view of the very personal nature of this contract.

Section III

Intellectual Property Contracts

Subsection I

General Standards

Article 175. PETROBRAS may enter into Intellectual Property Contracts on its property, whether or not they are subject to registration and/or legal privilege.

Paragraph 1. To the contracts involving assignment of ownership and to those that establish exclusive use, the rules related to the Sale of assets pursuant to Law 13.303/16 shall apply. The signing of such contracts shall be preceded by technical and economic arguments that, under objective criteria, demonstrate that such a business option is the most advantageous for PETROBRAS.

Paragraph 2. Specifically regarding businesses with an exclusivity clause, the draft of the related contract shall contain the obligation that the use of the asset shall comply with the term and other conditions set forth in the same instrument, under penalty of automatic revocation of the license and, in this case, PETROBRAS shall be entitled to establish new businesses on the same asset.

Paragraph 3. Contracts that do not involve assignment of ownership or that do not ensure exclusive use are not subject to the rules of Law 13303/16, and may be entered into regardless of prior bidding.

Art. 176. The rules contained in Law 13303/16 apply to Intellectual Property Contracts in which PETROBRAS is the recipient of intellectual property of third parties.

Subsection II

Licensing for Use of PETROBRAS Computer Software

Subsection II.a

Licensing for Use of PETROBRAS Computer Software for Academic Purpose

Art. 177. The licensing agreement for the use of a computer program is the appropriate legal instrument for permission to be used by the academic class, aiming at promoting the development of national research and technologies.

Subsection II.b

Licensing for Use of PETROBRAS Computer Software for Commercialization

Art. 178. In exceptional cases in which the licensing of a computer software for sale is contracted, a market study shall be prepared in order to justify the amount to be paid to PETROBRAS as royalties, as well as the term of the license.

Art. 179. The draft contract shall contain at least the following provisions:

I - Availability, at no cost to PETROBRAS, of the release and/or the new version of the computer software.

II - Definition of the percentage discount to be granted to PETROBRAS in the event that the licensee will provide services to PETROBRAS, when the contract is not preceded by a bidding procedure.

III - Definition of how PETROBRAS will monitor commercial exploitation and express authorization for PETROBRAS, at any time, even after the end of the contract, to examine the licensed company's accounting books, in order to check royalties on the respective commercial exploitation.

Subsection II.c

Licensing for Use of PETROBRAS Computer Software for Subsidiary and Controlled Companies

Art. 180. PETROBRAS may carry out the licensing of a computer software, on a non-costly and non-exclusive basis, for controlled and subsidiary companies, provided that it does not cause loss or limitation of rights, as well as that the advantage for both companies is properly characterized.

Art. 181. In this case of licensing, the licensee cannot demand guarantees from PETROBRAS as to the operation of the program, excluding PETROBRAS' liability for any error or defect in the software.

Art. 182. If licensing entails costs for PETROBRAS, such as the need for technical support, error correction, specific improvements, etc., these costs shall be reimbursed to PETROBRAS in a cost-sharing agreement.

Section IV

Provision of Services by PETROBRAS

Art. 183. The provision of services by PETROBRAS, related to its core activity and related activities is carried out through the signing of appropriate contracts, to which the rules contained in Law 13303/16 do not apply.

Section V

Agreements

Subsection I

Trade Agreements

Art. 184. The commercial agreements to carry out the core activity of PETROBRAS are not applicable to the rules contained in Law 13.303/16.

Art. 185. In such agreements, market practices will be adopted, depending on the commercial uses and customs involved.

Art. 186. PETROBRAS may also enter into commercial agreements for logistical support used by it, extending it to third parties, in order to obtain economy in its activities, not applying the rules contained in Law 13303/16.

Subsection II

Confidentiality Agreements.

Art. 187. Confidentiality agreements do not apply the rules contained in Law 13303/16, the sanctions provided for in these Regulations shall apply in the event of a breach of the duty of secrecy

Art. 188. Confidentiality agreements may be entered into, provided they are in accordance with the information security guidelines in force at PETROBRAS.

CHAPTER IV

OTHER BUSINESS FIGURES

Section I

Agreements

Art. 189. The Agreements can be executed when mutual and primary interests occur between PETROBRAS and other entities, aiming at the execution of social, educational, cultural or sports projects, through joint action.

Article 190. When concluding the Agreements, the following cumulative parameters will be observed:

I - the convergence of interests between the parties;

II - execution under mutual cooperation;

III - alignment with the social function of realizing the collective interest;

IV - the prior analysis of the Agreement's compliance with the policy of transactions with related parties;

V - the previous analysis of the history of involvement with corruption or fraud, by the beneficiary institution, and of the existence of integrity controls and policies in the institution; and

VI - the prohibition to enter into an Agreement with a political party leader, holder of an elected mandate, an employee or administrator of the state-owned company, or with his or her consanguineous or related relatives up to the third degree, and also with a legal entity whose owner or administrator is one of these persons.

Art. 191. The signing of an Agreement depends on prior approval of the Work Plan, for the execution of its object.

Sole paragraph. The Work Plan may contain the forecast of financial contribution, as well as its form of transfer, to carry out the object of the Agreement, and shall establish deadlines and stages of execution.

Art. 192. Financial contributions shall be used exclusively for the purpose of the Agreement.

Art. 193. The instrument of the Agreement shall include, among other clauses, those that establish the charges of the participants, the financial contribution, the form of transfer, term of effectiveness, forecast of termination and termination.

Paragraph 1. If there is a financial contribution, the form and term shall be established to prove the use of the transfers, which, if not met, will result in the impossibility of making the subsequent transfer.

Paragraph 2. It shall be made explicit that, on the occasion of the term, termination or denunciation, imposing the termination of the Agreement, the Beneficiary Participant of the financial contribution shall carry out the final accountability, under penalty of legitimizing the Participant liable for the transfer to demand it in court.

Paragraph 3. When the Agreement is closed, by means of the final rendering of accounts, the Transferring Party shall demand the return of balances of the financial contribution which, despite being transferred, have not been used or have been used improperly by the Beneficiary Participant.

Art. 194. The signing of an Agreement, as well as changes to its terms, shall comply with the bidding rules and contracts provided for in this Regulation, as applicable.

Section II

Cooperation Terms

Art. 195. When mutual and primary interests occur between PETROBRAS and other entities, aiming at the execution of the technological object, such as prototype development, equipment testing, technical studies, Research, Development & Innovation Project (PD&I), a cooperation agreement can be entered into.

Art. 196. The Terms of Cooperation are subject to the procedural rules pertaining to the Agreements.

Section III

Protocol of Intentions

Art. 197. PETROBRAS can sign Protocols of Intent, aiming to explain future intentions regarding projects of common interest to the parties, provided that such protocols do not include the assumption of charges and obligations.

Sole paragraph. When the Protocols of Intent provide for studies to be carried out by the parties, there shall be a sharing of costs, provided for in a specific clause.

TITLE VIII

MANAGEMENT AND SUPERVISION:

CHAPTER I

Art. 198. The Management and Supervision of the contract will aim to verify the fulfillment of the contracted company's obligations, in order to ensure that the activities are carried out in compliance with the terms of the contract.

Art. 199. The Management and Supervision activity is responsible for:

I - Transmitting, when applicable, PETROBRAS instructions and determinations to the contracted company, pursuant to the contract.

II - Discontinuing or refusing any service or portion executed in disagreement with this Contract or that is likely to threaten the safety of people and the property of PETROBRAS or third parties.

III - Monitor compliance with contractual obligations, and may request information and clarifications regarding the activities, equipment and materials related to them.

IV - Evaluate the performance of the contracted company based on criteria such as deadline, quality, management and Safety, Environment and Health (SMS) that can consider, for example, materials, equipment, machines, vehicles, tools and installations, their quality and effectiveness, and human resources employed in carrying out the activities. The results of these

evaluations will be communicated during the execution of the contract or when requested by the company hired under the contract.

V - Record complaints, objections, irregularities, failures and other records regarding facts that are considered relevant by the Inspection, in the performance of the contracted activities.

Sole paragraph. The action or omission, total or partial, of the Management and Inspection does not release the contractor from full responsibility for the complete execution of the object, in the exact contracted terms.

Art. 200. PETROBRAS will make publicly available, by electronic means, information on the execution of the contracts signed by it and on the assets acquired, under the terms of Law 13303/16.

Art. 201. The contract will be closed under the following circumstances:

I - with the delivery of the entire Contract Object;

II - on the end date of the contractual term;

III - in the case of anticipated consumption of the total contractual amount, if provided for in the contract;

IV - in the other cases provided for by law and in the contractual instrument.

Art. 202. The definitive receipt of the Contract Object will take place on its conclusion, by the signing, by the parties, of the Definitive Receipt Term (TRD).

Paragraph 1. The signature of the Definitive Receipt Term (TRD) shall be preceded by the solution, by the contractor, of all the pending issues identified by the management and inspection of the contract, without burden to PETROBRAS.

Paragraph 2. The parcels registered in the measurement document will be considered as provisionally received only for the purpose of partial payment.

Paragraph 3. The signing of such Term of Definitive Reception (TRD) shall not relieve CONTRACTOR of Contractor's responsibilities that are incumbent upon Contractor by law and under this Contract, or preclude the legal and contractual guarantees, which may be claimed by PETROBRAS, within the warranty and responsibility period provided for by the law, if no other period is otherwise provided in this Contract.

Paragraph 4. In the case of engineering works and services, the signing of the Definitive Reception Term (TRD) sets the date for the beginning of the periods provided for in Article 618 of the Civil Code.

Paragraph 5. Terms of Partial Reception may be drawn up and signed by the parties when the whole or a well-defined part of the services is completed, and the respective measurement has already been completed.

TITLE IX

PENALTY APPLICATION

CHAPTER I

PUBLIC BID MEASURES

Art. 203. The Public Bids may contain provisions for the application of a Formal Reprimand, in cases where the Bidder, whether by action or omission, and in an unjustifiable manner, causes its own elimination from the process, such as:

I- non-submission, by the Bidder, after the conclusion of the bidding stage, of the Price List (PPU) adjusted to the final Bid;

II - non-maintenance of the proposal by the highest placed Bidder, following the effectiveness verification stage;

III - failure to present the qualification documents or their nonconformity with the Public Bid, even after the period granted for the correction of the inconsistencies or the defects found; and

IV - failure to sign the contract within the period established in the Public Bid, when called upon within the validity period of its proposal.

§ 1º It will be characterized as unjustifiable the reason presented by the Bidder and not accepted in a reasoned manner by PETROBRAS.

§ 2º The Public Bid may provision other cases that, if practiced by a Bidder, in an unjustifiable way, may lead to the application of the measures foreseen in this Chapter.

Art. 204. The recidivist Bidder, as provided in this Chapter, will lose the condition to participate in future Petrobras bidding procedures that have similar scope to the bid in which the recurrence is verified.

Sole Paragraph. A recidivist is the Bidder who, within 12 months from the application of the last tendering measure provided for in this Chapter,

commits a new conduct subject to the measures provided for in this Chapter.

Art. 205. The period of validity of the loss of the condition to participate in Petrobras' biddings, mentioned in this Chapter, will be established in the Public Notice.

Art. 206. The process prior to the application of the measures contained in this Chapter will be included in the Public Notice, with the Bidder, being guaranteed the right to an adversarial proceeding and ample defense.

Art. 207. If during the period of loss of the condition to participate in future bidding procedures with similar scope, the Bidder that, when participating in a bid with different scope, commits a new conduct subject to penalty under the terms of this Chapter, it will be subject to the opening of an Administrative Proceeding for Accountability of Legal Entities (PAR).

CHAPTER II CONTRACTUAL FINES

Art. 208. The contracts may contain contractual fines, under the terms of Private Law and Law 13303/16.

Art. 209. As a result of default or partial or total non-performance, PETROBRAS may impose a default or compensatory fine on the contracted company, under the terms of Private Law, as provided for in the Bidding Notice or contract, notwithstanding the application of other sanctions provided for in this Regulation and/or the contract.

Sole paragraph. The application of the aforementioned fine does not prevent PETROBRAS terminating the contract, when applicable, and applying other sanctions provided for in this Regulation and/or the contract.

CHAPTER III ADMINISTRATIVE SANCTIONS

Art. 210. PETROBRAS, as an entity of the Indirect Public Administration, has the prerogative of apply the administrative sanctions provided for in Law 13303/16 and reproduced in this Regulation to companies or professionals that negotiate and contract with it, for the practice of illegal acts or acts that cause or have the potential to cause losses to PETROBRAS, with due process of law.

Sole paragraph. Professionals are individuals who negotiate or contract with PETROBRAS.

Art. 210–A. The administrative sanction is different in nature from the contractual sanction and depends on the initiation of a regular administrative procedure, in which the right to an adversarial proceeding and a full defense are ensured.

Sole paragraph. Administrative sanctions may be applied, without prejudice to the application of the contractual sanctions imposed.

Art. 211. The following Administrative Sanction are applied by PETROBRAS:

I - warning;

II - fine, as provided for in the notice to bid or in the agreement;

III - temporary suspension of participation in bidding and impediment to contract with

PETROBRAS and suspension and impediment of registration, for a period not exceeding two (2) years.

§1st - Proven imminent risk of damage and if there is plausibility in the imputed facts, a precautionary measure of suspension may be determined, without the prior manifestation of the interested party.

§2nd - In setting the scale of the administrative penalty, PETROBRAS will consider the degree of guilt, the potential and/or extent of the damage and the seriousness of the act committed, in a duly motivated decision.

Art. 212. The General Manager of the Organizational Unit Responsible for PETROBRAS' Supplier Base is responsible for applying the administrative sanctions provided for in this chapter.

Sole paragraph. The competence to apply administrative sanctions provided for in this chapter, to be determined and judged together with the harmful acts provided for in Law 12846/13, rests with the judgment authority of PETROBRAS 'Administrative Accountability Processes (PAR-PB).

Art. 213. The Warning is applicable whenever the act performed has not caused damages to Petrobras, its facilities, people, image, environment or to third parties, and that does not justify the imposition of a more serious penalty.

Paragraph 1. The application of such a penalty is important in the communication of the warning to the company, registering the penalty with the information system of the PETROBRAS Supplier Base Manager.

Paragraph 2. The warning penalty starts from the notice of its application.

Paragraph 3. The recurrence of a practice punishable by warning, which occurred within a period of up to two (2) years from the last sanction, may give rise to the application of a penalty of mild suspension.

Art. 214. The suspension sanction is applicable whenever an action or omission is practiced with the potential to cause or that has caused damage to PETROBRAS, its facilities, people, image, environment or third parties, and which does not justify the imposition of a less severe penalty.

Art. 215. The companies and the professionals are subject to the initiation of an administrative sanction process and the possible application of a suspension penalty, in the manner provided for in art. 84 of Law nº 13.303/2016, if they:

I - perform illegal acts in order to frustrate the bidding objectives;

II - withdraw from the proposal after the presentation phase, without proof of a just reason;

III - refuse to sign the contract, without presenting a just reason, after having declared the winners;

IV – have been definitively convicted of intentionally committing tax fraud in the payment of any taxes;

V - demonstrate that they are not technically or morally fit to contract with the public company or mixed-capital company due to unlawful acts committed;

Sole paragraph. In the case of item V, the following requirements must be met in order for administrative sanction proceedings to be initiated:

a) the possibility of a future contractual relationship between the State and the company or professional to be sanctioned;

b) the commission of a possibly unlawful act, whether commissive or omissive, even in a contract between third parties;

c) evidence that this act is relevant to the point of indicating that contracting with the company or professional could generate risks for the state-owned company.

Art. 216. Practiced conduct subject to the application of the suspension penalty, this can be applied, observing the parameters set out in article 211, §2nd, as follows:

I - mild suspension, for a period of 1 to 6 months;

II - medium suspension, for a period of 7 to 12 months;

III - severe suspension, for a period of 13 to 24 months.

§1st - The suspension penalty period starts from the notification of its application.

§2nd - The application of such a sanction implies in the communication of the suspension to the company or the professional, and this fact is recorded in the information systems of the Petrobras Supplier Base.

§3rd - If there is a contract in force between PETROBRAS and the sanctioned company or professional, PETROBRAS shall be entitled to terminate it from the plan or keep it in force. PETROBRAS may condition the maintenance of a certain contract to the presentation of a guarantee, in the form determined by it, proportional to the remaining term of the contract and without the guarantee having an impact on the contract price.

§4th - The recurrence of a practice punishable by suspension, which occurred within a period of up to two (2) years from the last sanction, may imply an increase in the sanction to be applied, if applicable.

Art. 217. In place of the suspension sanction and at Petrobras' discretion, if justified, the administrative fine sanction provided for in this Chapter may be applied. §1st - The amount of the administrative penalty will be defined on the basis of a formula set out in the contracts entered into or annexed to the calls for tender.

§2nd - In the case of bidders, the calculation of the administrative penalty must take into account the value of the price proposal, if it has been submitted .

§3rd - For the purposes of the administrative penalty, the value of the contract will be the initial value of the contract, readjusted, taking into account the additions and deletions made by means of amendments signed up to the final date of the operative event, without the incidence of any additions proportional to any extension of time.

Art. 218. The General Manager or equivalent of the Organizational Unit where the event occurred shall nominate the Commission for the Analysis of the Application of Sanctions (CAASE), to which information about an act considered liable to administrative sanction shall be sent.

Art. 219. Any PETROBRAS employee who becomes aware of the occurrence of a fact that may fall under a hypothesis that justifies the initiation of the Administrative Sanction Application Process conducted by CAASE shall report the incident to the General Manager or equivalent of the Organizational Unit where the fact occurred for taking measures.

Art. 220. CAASE, having knowledge of the act and in possession of the evidence and evidence, shall notify the company or professional in ten (10) business days to present a written defense.

§1st - The notification sent by CAASE will state the unlawful fact or act that gave rise to the initiation of the administrative sanction procedure. The notification may also describe relevant circumstances and/or be accompanied by a copy of any documentation illustrating the fact/act.

§2nd - The notification will be sent by CAASE preferably by electronic means, to the e-mail addresses indicated by the company or professional in the PETROBRAS database.

§3rd - It is the onus of the company or professional to keep their address up to date with Petrobras, including their electronic address, failing which the notification sent to the last address provided will be considered valid.

§4th - The notification sent by CAASE will inform the e-mail address to which the company or professional must send their defense/affidavit. The defense/statement must be duly signed by the legal representative of the company or professional.

Art. 221. Whether the defense is presented or not, CAASE shall prepare a report, which includes:

I - the details of facts, evidence and existing evidence;

II - the summary of the defense content, if presented, with the analysis of the arguments presented by the company or professional;

III - the definition of the occurrence, or not, of an act liable to sanction;

IV - the proposal for the application of a sanction, including, if applicable, the concomitant application of an administrative fine provided for in the summoning instrument and its value.

Sole paragraph. CAASE can take steps to investigate and clarify the facts.

Art. 222. CAASE shall forward the draft report, as well as the entire procedure to the Legal Department, for analysis of compliance with the

regular procedures and proportionality in the application of the suggested penalty.

Art. 223. Caso a decisão seja pela aplicação de penalidade, a notification of the decision will inform you of the sanction imposed.

Art. 224. The company or professional sanctioned within the scope of CAASE may appeal against the decision imposing administrative sanctions on it, within 10 working days, from the receipt of the notification of application of the sanction.

§1st - The appeal shall be filed in written form and addressed to the Authority included in the notification of the application of the sanction.

§ 2nd - Unless otherwise provided by law, appeals shall not have suspensive effect.

§3rd - If the authority mentioned in paragraph 1 does not reconsider its decision, the appeal shall be submitted to the Higher Authority.

Art. 225. The hypotheses of penalties provided for in this Title do not prevent or exclude the use of the rule provided for in Law No. 12.846/2013, especially regarding the establishment of the Administrative Accountability Process (PAR), and the sanctions provided for in the aforementioned may also be applied. Law No. 12846/2013 concurrently with those provided for in this Chapter.

Art. 226. The supplier sanctioned with the suspension penalty may, under the terms of art. 37 Paragraph 2 of Law 13303/16, require the review of the situation at any time, if the supplier demonstrates the resolution of the reasons that gave rise to the penalty.

§1st - The review shall be requested by the sanctioned supplier, by means of a written request, and it is essential to prove new facts that demonstrate the resolution of the reasons that gave rise to the suspension penalty.

§ 2nd - The application referred to in this article is not to be confused with the appeal phase of the Administrative Sanction Application Process set out in Art. 224 of this Regulation.

§3rd - The review referred to in this article shall be authorized, in a shared manner, by the General Manager of the Organizational Unit Responsible for the PETROBRAS Supplier Base and the General Manager of the Organizational Unit where the taxable event occurred.

TITLE X

FINAL AND INTERIM PROVISIONS

Art. 227. It is recommended that the present Regulation shall be applied to the contracting of the companies that are part of the PETROBRAS Conglomerate, with its due adjustments, and shall be previously submitted to the approval of the respective Boards of Directors, if any, or of the General Shareholders' Meeting.

Art. 228. The contracting of goods and services carried out by consortia operated by PETROBRAS and aimed at meeting the exclusive demands of consortia will be subject to the private companies' own regime, in which case the procedure provided for in Law No. 13303 does not apply, in compliance with the principles of public administration provided for in the Constitution.

Sole paragraph. The contracting of goods and services carried out by PETROBRAS that aim to simultaneously meet the demands of PETROBRAS and consortia operated by it shall comply with the regime of Law No. 13303.

Art. 229. Special situations not provided for in this Regulation, as well as those arising from supervening facts, which require changes in this Regulation shall be analyzed by the Goods and Services and Legal Supply Unit, in conjunction with the other Organizational Units, subject to changes for approval by the PETROBRAS' Executive Board.

Art. 230. Any member of the PETROBRAS workforce who becomes aware of the possible occurrence of unlawful acts against PETROBRAS, under the terms provided for in Law No. 12846/2013, shall register the case on Petrobras' Denunciation Channel, through the website.

Sole paragraph. The external public can register on Petrobras' Denunciation Channel the possible occurrences foreseen in the heading.

Art. 231. Information regarding electronic bids, bidding procedures, prequalification and contracts, list of goods acquired and updates to these Regulations, will be made available on the electronic portal.

Art. 232. This Regulation comes into force on the date of its publication, taking effect progressively by Organizational Units, pursuant to the implementation schedule.

§1st - The implementation schedule will be published on the Petrobras internet portal.

§2nd - Bidding procedures and contracts initiated or signed prior to the effectiveness of this Regulation, including any amendments, are governed by the previous legislation.