



GDCH-0046-2022
JANUARY 13TH, 2022

EXXON MOBIL SALES AND SUPPLY, LLC.
ATTN.: LEORO BORIS

REF: PETROPERU S.A. TENDER INVITATION GDCH-JCEH-0003-2022/TENDER-002-2022 DATED JANUARY 06TH, 2022
AND YOUR OFFER DATED JANUARY 12TH, 2022.

PETROPERU S.A. IS PLEASED TO INFORM EXXON MOBIL SALES AND SUPPLY, LLC. THAT PETROPERU S.A. HAS AWARDED TO EXXON MOBIL SALES AND SUPPLY, LLC. THE FOLLOWING DAP PURCHASE:

- PRODUCT AND QUANTITY:** ONE CARGO OF 5,000 BBLs +0%/-5% (SELLER'S OPTION) OF AVIATION GASOLINE 100 LL (AVGAS).
- DISPORT AND DELIVERY DATE:** (DAP PURCHASE)

CARGO	PRODUCT	VOLUME	PORTS	DELIVERY WINDOW
1	AVGAS	5KB +0%/-5%	CALLAO	MARCH 10 TH / 24 TH , 2022

- THE DELIVERY WINDOW WILL BE NARROWED TO A 3-DAY WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.
 - PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
 - THE TRANSPORTATION OF AVGAS IN ONE OF SELLER'S OWN VESSELS.
 - INCOTERM IS DAP 2010 PROVIDED THAT TITLE AND RISK PASSES FROM THE SELLER TO THE BUYER IMMEDIATELY UPON ENTERING PERUVIAN TERRITORIAL WATERS.
 - IF REQUIRED ONLY: LIGHTERING VESSELS MUST BE ACCEPTABLE TO SELLER, ACCEPTANCE NOT TO BE UNREASONABLY WITHHELD. ALL LIGHTERING COSTS TO PETROPERU.
- PRICE:**

THE DAP (INCOTERMS 2010) CALLAO PRICE TO BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY ARGUS.

ARGUS GASOLINE 93 CONV COLONIAL V PIPE (DATA CODE: PA0013297) + 90 USD/BBL + 30,000 USD

IT WILL BE DEFINED RELATION TO THE NOR TENDER AT THE CALLAO PERUVIAN PORT.

WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU WILL CONSIDER AS THE NOR DATE (FOR PAYMENT) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU WILL CONSIDER THE NOR.

PRICING DATES FOR THE UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY ARGUS GASOLINE 93 CONV COLONIAL V PIPE FOB LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013297) + CONVERTED TO US DOLLARS IN EFFECT ON THE DAY OF NOR, TWO PUBLICATIONS IMMEDIATELY BEFORE THE NOR AND TWO PUBLICATIONS IMMEDIATELY AFTER NOR (2-1-2).

IN THE EVENT THE NOR DAY FALLS ON A DAY WHEN ARGUS IS NOT PUBLISHED, THEN FOR PRICING PURPOSES ONLY, THE PRICE WILL BE CALCULATED UTILIZING THE THREE EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY BEFORE THE NOR DATE AND TWO EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY AFTER NOR DATE (3-0-2). IN ALL CASES, FIVE SEPARATE AND CONSECUTIVE QUOTATIONS SHALL BE USED.

- PAYMENT TERMS:**

OPTION "B"

AS PER ITEM 10 (PAYMENT TERMS) **OPTION B (OPEN LINE)** OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

30 DAYS AFTER NOR DATE.

IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.



5. DOCUMENTATION REQUIREMENTS:

FOR DAP PURCHASES, THE SUPPLIER MUST SUBMIT TO PETROPERU S.A. THE ORIGINAL DOCUMENTS LISTED BELOW (ACCORDING TO THE DOCUMENTATION INSTRUCTIONS FROM PETROPERU S.A.), WITHIN TEN (10) CALENDAR DAYS AS FROM THE TIME DISCHARGE IS FINISHED.

- COMMERCIAL INVOICE
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN
- NOTICE OF READINESS (NOR)

IMPORTANT NOTE

- PRESENTATION OF PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING (ORIGIN) ARE ACCEPTABLE ONLY FOR DISCHARGE THE PRODUCT. THE SELLER'S COMMERCIAL INVOICE OR ELECTRONIC SIGNED INVOICE DULY ISSUED TO PETROPERU S.A., SHOWING FULL PRICE CALCULATION, NET BARRELS AND PAYMENT INSTRUCTIONS. A PROVISIONAL INVOICE MAY BE ISSUED IF THE DEEMED PRICING PERIOD HAS NOT BEEN COMPLETED BY THE TIME BUYER NEEDS TO PRESENT VESSEL TO CUSTOMS.
- IF THE PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING ARE NOT PRESENTED IN DUE TIME, PETROPERU S.A. MAY ONLY AUTHORIZE THE DISCHARGE OF HYDROCARBONS UNDER RESPONSIBILITY OF THE SELLER, GUARANTEED BY A LETTER OF INDEMNITY (LOI) IN PETROPERU S.A. FORMAT. THE SELLER SHALL BE RESPONSIBLE FOR ALL INHERENT COSTS AND RISKS GENERATED BY THE CUSTOMS AUTHORITIES OR THIRD COMPANIES

6. QUALITY OF PRODUCT:

QUALITY OF AVIATION GASOLINE 100 LL (AVGAS) MUST COMPLY WITH THE FOLLOWING SPECIFICATIONS:

PROPERTIES	MIN.	MAX.	ASTM METHOD
KNOCK RATING, LEAN MIXTURE. MOTOR OCTANE NUMBER	99.6	----	D-2700
KNOCK RATING, LEAN MIXTURE. AVIATION LEAN RATING	100	----	D-2700
KNOCK RATING, RICH MIXTURE. PERFORMANCE NUMBER	130	----	D-909
KNOCK MOTOR FUEL BY THE RESEARCH METHOD	REPORT		D-2699
TETRAETHYL LEAD, g Pb/L	0.28	0.56	D-3341, D-5059
COLOR	BLUE		
DYES, mg/L BLUE		2.7	D-2392
HEAT VALUE NET MJ/Kg (BTU/Lb)	43.5 (18,700)	---	D-3338, D-4529, D-4809
DENSITY AT 15.6°C, Kg/m ³	REPORT		D-1298, D-4052
DISTILLATION			D-86
INITIAL BOILING POINT, °C	REPORT		
EVAPORAT. 10 VOL%, °C		75	
EVAPORAT. 40 VOL%, °C	75	---	
EVAPORAT. 50 VOL%, °C	---	105	
EVAPORAT. 90 VOL%, °C	---	135	
FINAL BOILING POINT, °C	---	170	
SUM OF 10%+50% EVAPORATED TEMPERATURES	135	---	
RECOVERY, VOL%	97	---	
RESIDUE, VOL%	---	1.5	
LOSS, VOL%	---	1.5	
REID VAPOUR PRESSURE PSI AT 38°C, psi	5.5	7.1	D-323, D-5190, D-5191
FREEZING POINT, °C		-58	D-2386

SULPHUR, % mass	---	0.05	D-1266, D-2622, D-4294
CORROSION COPPER STRIP, (2h AT 100°C) N°	---	1	D-130
EXISTENT GUM, mg/100 mL	---	3	D-381
OXIDATION STABILITY (5 h AGING)			D-873
POTENTIAL GUM, mg/100 mL	---	6	
LEAD PRECIPITATE, mg/100 mL	---	3	
WATER REACTION			D-1094
VOLUME CHANGE, mL	---	+/- 2	
ELECTRIC CONDUCTIVITY, pS/m (A)	50	450	D-2624
ADDITIVES ANTIOXIDANT, mg/L	---	24	
APPEARANCE	CLEAR, BRIGHT AND VISUALLY FREE FROM SOLID MATTER AND UNDISSOLVED WATER AT NORMAL AMBIENT TEMPERATURE.		

NOTES:

- THE AVIATION GASOLINE 100 LL. (AVGAS) MUST STRICTLY COMPLY THE NORM ASTM D 910.
- (A) APPLIES WHEN ELECTRICALLY CONDUCTIVE ADDITIVE IS USED

7. INSPECTION:

EXXON MOBIL SALES AND SUPPLY, LLC. MUST SEND PETROPERU THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE DE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM N° 06), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGO, PETROPERU WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED BEFORE STARTING DISCHARGE OPERATION.

ALSO THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE AT DISCHARGE PORT ASCERTAINED BY A MUTUALLY AGREED INDEPENDENT INSPECTOR. IF QUALITY IS DETERMINED TO BE OFF-SPEC, THEN SELLER WILL BE RESPONSIBLE FOR ANY AND ALL DIRECT COSTS INCURRED TO CORRECT THE CARGO. IF CARGO CANNOT BE CORRECTED OR ACCEPTED AS-IS, THEN BUYER SHALL BE ENTITLED TO REJECT CARGO AND TERMINATE THE CONTRACT, IN EITHER CASE SELLER SHALL COMPENSATE BUYER OF ANY AND ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

INVOICE QUANTITY SHALL BE BASED ON VESSEL FIGURES AT DISCHARGE PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

INSPECTION COSTS:

- INSPECTION COSTS (AS OBSERVERS) AT DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.
- TESTS DONE AT LOAD PORT ARE FOR SELLER'S ACCOUNT.

NOTE:

- QUANTITY TO BE DETERMINED USING VESSEL FIGURES ADJUSTED FOR VEF MEASURED AT CALLAO PORT BY MUTUALLY ACCEPTED INSPECTOR.

8. PORT RESTRICTIONS:

PORT	DRAFT (feet)	LOA (feet)	MAXIMUM DISPLACEMENT	DWT
CALLAO (PIER N° 07 - A)	35.00	750.00	-----	35,000
CALLAO (PIER N° 07 - B)	32.00	750.00	-----	35,000

(*) ENTRY OR EXIT OF THE PIER

9. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:

DAP PURCHASE: EXXON MOBIL SALES AND SUPPLY, LLC. MUST COMPLY WITH ITEM 6.1 OF PETROLEOS DEL PERÚ - PETROPERU S.A.'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB /DAP IMPORTS OF CRUDE OIL PETROLEUM PRODUCTS AND BIOFUELS.



EXXON MOBIL SALES AND SUPPLY, LLC. MUST FULLY COMPLY THE OFFERED DELIVERY DATE. TO FULFIL THIS, ALL CAUTIONS SHOULD BE TAKEN WITH SHIP NOMINATION.

SHIP FOR THE CARGO TO BE NOMINATED BY SELLER HAS TO BE CLASSIFIED BY ANY QUALIFIED SOCIETY MEMBERS OF INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS). IF SHIP NOMINATED BY SELLER DOES NOT COMPLY WITH THAT QUALIFICATION, SHIP WILL BE REFUSE BY PETROLEOS DEL PERÚ - PETROPERU S.A. (SEE BELOW MEMBERS LIST):

- | | |
|-------------------------------|---------------------------------|
| - LLOYDS' REGISTER | - AMERICAN BUREAU OF SHIPPING |
| - NORSKE VERITAS | - CHINA CLASSIFICATION SOCIETY |
| - GERMANISCHER LLOYD | - BUREAU VERITAS |
| - KOREAN REGISTER OF SHIPPING | - MARITIME REGISTER OF SHIPPING |
| - NIPPON KAIJI KYOKAI | - REGISTRO ITALIANO |

IMPORTANT NOTE: NOMINATION OF MARINE AGENTS FOR ANY VESSEL IS A FULL RESPONSIBILITY OF THE WINNER OF THE CARGO.

10. **DEMURRAGE:** AS PER ITEM 6.5 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB/DAP IMPORTS OF CRUDE OIL PETROLEUM PRODUCTS AND BIOFUELS.

DEMURRAGE AND POST DEAL EXPENSE CLAIMS

PLEASE CONTACT PETROPERU'S DEMURRAGE TEAM WITH SUBJECT LINE TO READ: TYPE OF CLAIM E.G. PETROPERU DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

Contacts	Email
Demurrage Team	demurrage1@petroperu.com.pe

11. **LAYTIME:** 6 HRS + 6 HRS

12. **COVID-19:**

SELLERS ARE RESPONSIBLE FOR THE GOOD HEALTH CONDITION OF THE OFFICERS, CREW OF THEIR VESSELS. ALSO, SELLERS ARE RESPONSIBLE FOR TAKING THE MEASURES NEEDED TO PREVENT THE CORONAVIRUS'S PROPAGATION THRU THEIR OWN OR CHARTERED VESSELS. SO, ANY DELAY, COSTS, OR EXPENSES CAUSED OR INCURRED CONCERNING CORONAVIRUS, OR SUSPECTED CORONAVIRUS, ONBOARD THE VESSEL SHALL BE FOR THE OWNER'S / SELLERS ACCOUNT, WITH EXCEPTION TO A LOCAL PORT/FACILITIES CLOSURE BY THE PERUVIAN HEALTH AUTHORITY, IN WHICH CASE COSTS SHALL BE ON BUYER'S ACCOUNT.

13. **PENALTIES:**

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A. WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS PER DAY OR PRO RATA FOR ANY PART OF A OF DELAY UP TO 6% MAXIMUM. FOR PENALTY CALCULATION PURPOSES, THE TIME OF THE VESSEL ARRIVAL (NOR) WILL BE ROUNDED TO THE NEXT HOUR, I.E: IF THE VESSEL ARRIVES AT 10:42 HRS IT WILL BE CONSIDERED AS 11:00 HRS.

PENALTY DAILY CALCULATION SHALL START AS FROM 00:00 HOURS OF **THE LAST DAY OF THE 3-DAY LAYCAN NOMINATED BY EXXON MOBIL SALES & SUPPLY, LLC** UP TO THE ARRIVAL OF THE VESSEL AT CALLAO PORT AND ISSUANCE OF NOTICE OF READINESS (NOR); **HOWEVER GIVEN DELAYS IN CROSSING THE PANAMA CANAL IN RECENT MONTHS, EXXON MOBIL SALES & SUPPLY, LLC PROPOSES THAT PENALTY COST BE ASSESSED STARTING 48 HOURS AFTER THE FINAL DAY OF THE CONTRACTUAL LAYCAN.**

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOST OR PROSPECTIVE PROFITS.

14. **LAW AND JURISDICTION:** AS PER ITEM 12 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB/DAP IMPORTS OF CRUDE OIL PETROLEUM PRODUCTS AND BIOFUELS (REVISION 2017).

15. **PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX 1

16. **INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX 2

17. **POLICIES:**

- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:



(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf)

- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT:
(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf)

18. OTHER TERMS AND CONDITIONS: AS PER PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

19. IMPORTANT NOTES:

- A) ANY INFORMATION GIVEN BY EXXON MOBIL SALES AND SUPPLY, LLC. AFTER AWARD THAT MODIFIES THE CONDITIONS OF THE INVITATION AND/OR THIS AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU S.A. WILL CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM EXXON MOBIL SALES AND SUPPLY, LLC. FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES AND SUPPLY, LLC. FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. WILL EXCLUDE EXXON MOBIL SALES AND SUPPLY, LLC. FROM OUR TENDER LIST.
- B) PETROPERU S.A. REQUIRES THAT EXXON MOBIL SALES AND SUPPLY, LLC. PERFORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY; OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND EXXON MOBIL SALES AND SUPPLY, LLC. AND REQUIRE AN INDEMNITY FROM EXXON MOBIL SALES AND SUPPLY, LLC. FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES AND SUPPLY, LLC. FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS.
- C) IF EXXON MOBIL SALES AND SUPPLY, LLC. FAILS TO COMPLY WITH THE FIVE DAY LAYCAN, AS PER ITEM 2, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 19A OF THE INVITATION.
- 20. THE CONTRACT WILL BE INTEGRATED BY TENDER INVITATION GDCH-JCEH-0003-2022/TENDER-002-2022 DATED JANUARY 06TH, 2022 AND YOUR OFFER DATED JANUARY 12TH, 2022, THIS AWARD AND PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB/DAP IMPORTS OF CRUDE OIL PETROLEUM PRODUCTS AND BIOFUELS IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT OR AGREEMENT**

PLEASE ACKNOWLEDGE RECEIPT OF THIS AWARD BY E-MAIL.

BEST REGARDS,

**ROGER LIY LION
MANAGER
PETROPERU S.A.**

APPENDIX 1

Prevention of Money Laundering and Financing of Terrorism, Corruption and Bribery felonies:

By virtue of this clause, the Contractor declares to have received and read the Policy for the Prevention of Money Laundering and Financing of Terrorism, Felonies of Corruption and Anti-Bribery Management of PETROPERÚ attached to this contract; stating that they understand it and agree to comply with it, together with their partners or associates, directors, members of the administrative bodies, legal representatives, attorneys-in-fact, and any natural or legal person acting for their account or benefit, and on their behalf; with emphasis on the following aspects:

1. Use resources in the execution of this contract and all payments or any other transfer of resources, including real guarantees, made in favor of PETROPERÚ S.A., which come from legal funds.
2. Not incur in felonies of Money Laundering, Terrorism Financing, or Corruption under the forms of: Generic, Specific or Transnational Active Bribery, influence peddling, Simple or Aggravated Collusion, among other felonies that the law establishes, such as Law No. 30424 and its amending regulations, in relation to the celebration and execution of this contract.
3. Not to make, offer, authorize, request, or accept any undue or illegal payment or, in general, any undue or illegal benefit or bribery, in relation to the celebration and execution of this contract.
4. That neither it, nor its partners or associates (with ownership of 10% or more of shares or participation), directors and managers: a) Have a sentence, by final judgment, for the crime of Money Laundering, Terrorism Financing, Precedent felonies such as Drug Trafficking, Tax or Customs Felonies, Illegal Mining, Corruption or others that generate illegal profits; Generic, Specific and Transnational Active Bribery, Influence Peddling, Simple and Aggravated Collusion or Bribery; at the national or international level; b) They are included in the OFAC List (Office of Foreign Assets Control of the Treasury Department of the United States of America), List of Terrorists of the United Nations Security Council, List related to the Financing of the Proliferation of Arms of Mass Destruction issued by the United Nations Security Council.
5. Prevent bribery, adopting appropriate technical, organizational or personnel measures to avoid improper acts or practices or illegal conducts; in the matter on which this contract deals.
6. Make available to PETROPERÚ S.A. truthful and complete information, and in case it suffers variations, present the updated information within a period of fifteen (15) business days. PETROPERÚ S.A. can request the information they consider pertinent in compliance with the legislation on money laundering and financing of terrorism.
7. Notify PETROPERÚ S.A. and the competent authorities, in a direct and timely manner, any improper act or practice or illegal conduct of which it becomes aware in relation to the celebration and execution of this contract.

PETROPERÚ S.A. can terminate this Contract at any time by right, by written notification to the Contractor if, supported by evidence, it considers that the Contractor has breached any of the commitments mentioned in this clause, placing PETROPERÚ S.A. in the face of a legal, patrimonial or reputational risk or that may generate administrative, civil, criminal sanctions; without prejudice to the fact that PETROPERÚ S.A. provide information to the competent authorities and initiate the pertinent legal actions, including the compensation that may be applicable".

APPENDIX 2**INTEGRITY SYSTEM CLAUSE**

The purpose of the Integrity System is to manage ethics and integrity in PETROPERÚ, assuming a commitment to the system's norms, as well as to strengthen the ethical culture based on the zero-tolerance policy against fraud, corruption and any irregular act, thus providing the guidelines to follow to develop preventive actions and detect irregular acts.

In this sense, the CONTRACTOR / CLIENT undertakes to comply with the provisions of:

i) the PETROPERÚ Integrity Code; ii) the Corporate Anti-Fraud and Anti-Corruption Policy of PETROPERÚ S.A. and, iii) the guidelines of the Integrity System, in what is applicable to the obligations in charge.

The PETROPERÚ Integrity Code, the Corporate Anti-Fraud and Anti-Corruption Policy, as well as the Integrity System Guidelines are published on the PETROPERÚ portal, at the following link: <https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/>