**Addendum C - QUALIFICATION - PCG - PARENT COMPANY GUARANTEE;**

**PARENT COMPANY GUARANTEE BETWEEN PETRÓLEO BRASILEIRO S.A. - PETROBRAS AND [PARENT COMPANY`S NAME]**

**PARENT COMPANY: [PARENT COMPANY¿S NAME]**, a company duly organized and existing under the laws of **[INSERT PARENT COMPANY¿S COUNTRY]**, with its headquarters at **[INSERT PARENT COMPANY¿S ADDRESS]**, enrolled in National Legal Entities Taxpayer Registry under number **[INSERT, IF ANY]**, represented in this act by **[REPRESENTATIVE¿S NAME]**, according to its Articles of Association, hereinafter referred to as GUARANTOR;

BENEFICIARY: PETRÓLEO BRASILEIRO S.A. - PETROBRAS, a company duly organized and existing under the laws of Brazil, with its headquarters at Avenida República do Chile n. 65, Centro, Rio de Janeiro/RJ, Brazil, enrolled in National Legal Entities Taxpayer Registry under number 33.000.167/0001-01, represented in this act by Fernando Benites Poloni (bens) e Marcello Mangelli Martins (serviços), according to its Articles of Association, hereinafter referred to as BENEFICIARY; and

DEBTOR: [DEBTOR¿S NAME], a company duly organized and existing under the laws of [INSERT DEBTOR¿S COUNTRY], with its headquarters at [INSERT DEBTOR¿S ADDRESS], enrolled in National Legal Entities Taxpayer Registry under number [INSERT, IF ANY], represented in this act by [REPRESENTATIVE¿S NAME], according to its Articles of Association, hereinafter referred to as DEBTOR, acting as an intervening party.

The GUARANTOR and the BENEFICIARY are jointly referred to as PARTIES and individually as PARTY and shall enter into this Parent Company Guarantee ("Agreement") according to the clauses below.

**1. OBJECT**

The GUARANTOR, for himself and his successors, duly represented by the signatories of this Agreement, unconditionally and irrevocably as principal debtor and primary obligor and jointly and severally liable with the DEBTOR guarantees to BENEFICIARY the due performance of all financial, principal and accessory obligations of the DEBTOR (¿Guaranteed Obligations¿) arising from the agreement Acquisition of Compressor Set, Capital Spares, and Associated Services for the Complementary Mexilhão Project("Principal Agreement"), to be executed by the DEBTOR and BENEFICIARY, as per Exhibit I, if the DEBTOR is declared winner of the bid Opportunity n. 7004625825 ("Bidding Procedure").

1.1. The GUARANTOR shall pay interest at the default rate, legal and extrajudicial expenses, including attorney's fees and other financial charges, for the period from the stated maturity of the Guaranteed Obligations until the effective settlement of the debt.

1.2. The GUARANTOR recognizes and declares as certain and indisputable the Guaranteed Obligations in the form of the OBJECT described in item , for purposes of compliance with article 821 of the Brazilian Civil Code.

**2. TERM**

This Agreement shall be effective from the date of its execution and shall remain in full force and effect until 90 (ninety) days after the expiration of the Principal Agreement¿s term, including any contractual renewals in order to extend its term.

2.1. Except for the possibility of renewal of this Agreement, this Agreement shall terminate automatically 90 (ninety) days after the expiration of the Principal Agreement, regardless of the issuance of any release by the BENEFICIARY or any other document that produces the same effects. Nevertheless, the GUARANTOR remains obligated to comply with the Guaranteed Obligations that have not been complied with by the GUARANTOR during the term of this Agreement.

**3. PAYMENT**

In the event of default by the DEBTOR of any Guaranteed Obligations, resulting from an act or omission, the GUARANTOR shall pay the due amount within 02 (two) days from the receipt of the written notice ("Notice") sent by BENEFICIARY. The Notice shall be sent by registered letter with acknowledgment of receipt, or sent by electronic mail, if it¿s possible to verify the confirmation in writing or by any other means ensuring that the recipient has received the communication or notification according to Exhibit II of this Agreement.

3.1. Subject to the limit specified in this Agreement the GUARANTOR shall pay any amounts requested under this guarantee upon receipt of the BENEFICIARY¿s Notice regardless of the DEBTOR¿s intervention or authorization, judicial or extrajudicial order or any other measure.

3.2. The Notice shall contain a BENEFICIARY's statement that the DEBTOR has failed to fulfill the obligation set forth in the Principal Agreement and properly indicate the relevant obligation that has been breached.

3.3. In case the BENEFICIARY has to claim the Guaranteed Obligations judicially or extrajudicially, the total amount of debt will be increased by a default penalty of 10% of the total amount of the debt, in addition to judicial and extrajudicial expenses and legal fees due from the date of the filing of the judicial or extrajudicial procedures including attorney fees, without prejudice to the charges set forth in item 1.1.

**4. ENFORCEABILITY**

This Agreement is an extrajudicial enforcement instrument (título executivo extrajudicial) pursuant to Article 784, item III, of the Brazilian Civil Procedure Code (Law 13.105, of March 16, 2015).

**5. JOINT AND SEVERAL LIABILITY**

The GUARANTOR declares itself as the principal payer and jointly and severally liable for the performance of the Guaranteed Obligations and expressly waives the rights under Article 827, caput in accordance with Article 828, I and under Articles 834, 835, 837, 838 and 839, of the Brazilian Civil Code (Law 10.046, of January 10, 2002), and also Article 794, caput, in accordance with Article 794, §3 of the Brazilian Civil Procedure Code.

**6. ASSIGNMENT**

This Agreement may not be assigned or otherwise transferred in whole or in part to any third party without prior and express written consent of the BENEFICIARY.

**7. GUARANTOR'S DECLARATION**

The GUARANTOR declares itself, under the penalties of the law, that this Agreement was issued in accordance with its Articles of Association; that it holds all the corporate authorizations necessary for the execution of this Agreement; that its signatories have the

necessary powers to conclude this Agreement; that it owns assets in its headquarters to sufficiently comply with the Guaranteed Obligations; and that the guarantee under this Agreement does not violate any rules, contracts, corporate provisions, documents or legislation to which the GUARANTOR is subject and is therefore valid, effective and binding under the terms described herein.

7.1. According to Exhibit III the GUARANTOR presents documents proving that its representantives are legally authorised to sign this Agreement.

**[ITEMS 7.2 AND 7.3 BELOW ARE APPLICABLE ONLY IN CASES WHERE THE GUARANTOR`S IS LOCATED ABROAD]**

7.2. **[**According to Exhibit IV the GUARANTOR presents the Legal Opinion issued by a lawyer qualified in the laws of its headquarters¿ country as set forth in the Bidding Notice of which the DEBTOR participates.

7.3. Exhibit V contains the attorney¿s license to give legal advice according the respective legislation.**]**

## 8. INTERVENTION

The DEBTOR acts as intervening party in this Agreement being aware of the content of this Agreement and in agreement with its terms.

## 9. DISPUTE RESOLUTION AND APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Brazil and all disputes arising out of or relating to it shall be settled in accordance with Brazilian law.

Any disputes will be resolved in accordance with the provisions of the CLAUSE - DISPUTE RESOLUTION AND APPLICABLE LAW of the guaranteed contract, EXHIBIT I - PRINCIPAL AGREEMENT¿S DRAFT of this PCG.

## 10. GENERAL PROVISIONS

10.1. Any changes to this and the Agreement are subject to the prior approval of the PARTIES in writing.

10.2. The provisions of this Agreement are final, binding, irrevocable and irreversible and shall bind the PARTIES and their successors for any purpose.

10.3. In the event that any provision of this Agreement is or becomes null and void, the remaining contractual provisions shall remain valid and the validity of the general terms of the transaction herein shall not be affected.

10.4. This Agreement was written in both the Portuguese and English languages. Should any conflict arise between the Portuguese and English versions of this Agreement, the Portuguese version shall prevail.

10.5. In witness whereof, the PARTIES hereto have caused this Agreement to be duly executed by their respective authorized officers in 3 (three) copies of equal content and form.

Place, Month, day, year.

**Guarantor**

By:

Position:

**Beneficiary**

By:

Position:

**Debtor**

By:

Position:

**Witness**

Name:

Individual Taxpayers¿ Registry:

**Witness**

Name:

Individual Taxpayers¿ Registry:

**PCG EXHIBITS**

**EXHIBIT I - PRINCIPAL AGREEMENT¿S DRAFT**

**EXHIBIT II - CONTACTS` LIST**

All notices, notifications or communications that, pursuant to this Agreement, must be made in writing, will only be considered valid when sent by registered letter with acknowledgment of receipt, or, sent by electronic mail, if it¿s possible verify the confirmation in writing or by any other means ensuring that the recipient has received the communication or notification according to the following information:

**GUARANTOR:**

**BENEFICIARY:**

**DEBTOR:**

**EXHIBIT III - BASIC DOCUMENTATION REQUIRED FROM THE GUARANTOR:**

A) This Parent Company Guarantee shall contain the signatures of the legal representatives of the GUARANTOR and the DEBTOR duly certified by AUTHENTICITY.

B) The Articles of Association and the necessary corporate documents of the GUARANTOR that evidence the powers of its legal representatives to grant guarantees and to bind the company shall be attached to this Agreement.

**EXHIBIT IV - LEGAL OPINION**

**[LEGAL OPINION issued by a lawyer licensed to practice law in the GUARANTOR¿s jurisdiction to be attached]**

**EXHIBIT V - ATTORNEY`S LICENSE OF THE LAWYER WHO SIGNED THE LEGAL OPINION**

**THE LEGAL OPINION BY COUNSEL TO THE GUARANTOR REGARDING THE LAWS OF INCORPORATION OF THE GUARANTOR SHALL COVER THE FOLLOWING ITENS OR STATEMENTS:**

1. The Guarantor is a [CORPORATION] duly organized and validly existing under the laws of [PLACE OF INCORPORATION] and has full power, authority and legal right to execute, deliver and perform the Guarantee, and has taken all necessary corporate and legal action to authorize the execution, delivery and performance of the Guarantee.

2. The Guarantee constitutes legal, valid and binding obligations of Guarantor enforceable in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws relating to or affecting the enforceability of creditors¿ rights generally and by general principles of equity.

3. The execution and delivery by Guarantor of, and the performance by Guarantor of its obligations under, the Guarantee will not violate the charter, bylaws or other corporate rules of Guarantor.

4. No consent, exemption or registration of any governmental authority is required which has not been obtained in connection with the execution, delivery, performance, validity or enforceability of the Guarantee in accordance with its terms.

5. It is not necessary or advisable under the laws of [PLACE OF INCORPORATION OF THE GUARANTOR] in order to assure the validity, effectiveness or enforceability of the Guarantee that such Guarantee be filed, registered or recorded in any public office in [PLACE OF INCORPORATION OF THE GUARANTOR].

6. The Guarantee is in proper legal form under [COUNTRY OF INCORPORATION OF THE GUARANTOR] laws for the enforcement and admissibility in evidence thereof against Guarantor in the courts of [COUNTRY OF INCORPORATION OF THE GUARANTOR], and, except for registration and court fees, no other stamp or similar tax will have to be paid.

7. The choice of the laws of the República Federativa do Brasil as the governing law of the Guarantee is a valid choice of law under the laws of [PLACE OF INCORPORATION OF THE GUARANTOR].

8. The execution, delivery and performance by Guarantor of the Guarantee constitute private and commercial acts rather than governmental or public acts, and neither Guarantor nor any of its assets has any right of immunity from suit, jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, set-off, execution of a judgment or from any other legal process.

**[USE ONE OF THE OPTIONS IN ITEM 9 BELOW ACCORDING TO THE DISPUTE RESOLUTION METHOD OF THE GUARANTEED CONTRACT, THE FIRST OPTION FOR JUDICIAL METHOD AND THE SECOND OPTION FOR ARBITRATION METHOD]**

9. The submission by Guarantor to the exclusive jurisdiction of the courts of [INDICATE CITY] State of [INDICATE STATE], Brazil pursuant to the Guarantee, the guarantee to suit therein is valid and binding upon Guarantor. A final and conclusive judgement or award by such courts, in any disputes arising out of or in connection with the Guarantee and the guaranteed contract would be recognized and enforced in [PLACE OF INCORPORATION OF THE GUARANTOR].

9. The submission by Guarantor to the jurisdiction of the arbitral tribunal composed by [INDICATE NUMBER OF ARBITRATORS THAT WILL COMPOSE THE ARBITRAL TRIBUNAL] arbitrators under the Rules of [INDICAR A CÂMARA DE ARBITGRAGEM] at [INDICATE CITY], State of [INDICATE STATE] , Brazil pursuant to the Guarantee and the guaranteed contract, the guarantee to suit therein is valid and binding upon Guarantor. A final and conclusive judgement or award by such arbitral tribunal, in any disputes arising out of or in connection with the Guarantee and the guaranteed contract would be recognized and enforced in [PLACE OF INCORPORATION OF THE GUARANTOR.