ECONOMIC CRITERIA

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ANALYSIS OF THE BIDDER'S ECONOMIC FINANCIAL SITUATION

Bidders will be submitted to the analysis of the economic and financial situation, through their financial statements, using the accounting ratios as qualifying criteria of the bidder. Once qualified, the highest or lowest score obtained by the bidder will have no influence on the commercial classification.

Below are the accounting ratios that will be used in this analysis:

1.1. Net Worth

1.2. Liquidity

(i) Current Liquidity: $$\mathrm{CL} = \frac{\text{Current Assets}}{\text{Current Liability}}$$

1.3. Leverage:

$$\text{Leverage} = \frac{\mathrm{A} + \mathrm{B} + \mathrm{C} - \mathrm{D} - \mathrm{E} - \mathrm{F}}{\mathrm{A} + \mathrm{B} + \mathrm{C} - \mathrm{D} - \mathrm{E} - \mathrm{F} + \mathrm{G}}$$

Where:

A = Short-Term Loans and Financing - Composed by short-term finance debt, bank loans, current portion of finance debt and bank loans.

B = Long-Term Loans and Financing - Composed by long-term finance debt and bank loans.

C = Intercompany liability (between companies of the same group) - Composed by loans from related parties, associates and joint ventures.

D = Active intercompany (between companies of the same group) - Composed by loans to related parties, associates and joint ventures.

E = Cash and cash Equivalents - Cash comprises cash on hand and demand deposits. Cash equivalents are short-term, highly liquid investments that are readily convertible to known amounts of cash and that are subject to an insignificant risk of changes in value.

F = Short-Term Financial Investments - Short- term financial investments, except those classified as cash equivalents.

G = net worth

The **Leverage** formula presented will be disregarded if the Net Financial Debt (A + B + C – D – E – F) is less or equal to zero. Therefore, will be considered that the company is qualified in this requirement.

2. REQUIRED DOCUMENTATION

All the document templates in this document are available for consultation at the electronic address of the Petronect Portal, in the “Registry at Petrobras>>Process Steps>> Evaluation Questionnaires” area.

The Financial Statements must be prepared in accordance with accounting practices adopted in Brazil by the Accounting Pronouncements Committee (CPC), which were approved by the Securities and Exchange Commission (CVM) and the Federal Accounting Council (CFC), IFRS (International Financial Reporting Standards) or similar in the countries of origin when dealing with foreign bidders, according to item 2.2.”

Petrobras reserves the right to request additional accounting documents in order to better analyze the financial indicators.

The bidders may submit the Financial Statements as follows:

a) Annual Financial Statements (closed as determined in the social contract/bylaws);

b) Interim Financial Statements.

Note1: Only will be accepted Interim Financial Statements whose closing date is at least 90 days after the end of the last fiscal year.

Note2: The Interim Financial Statements must be submitted together with the Closed Financial Statements of the year immediately preceding.

Note3: Interim Balances should not be confused with Provisional Balances or Trial Balances.

Note4: If the bidder is part of an economic group and controls one or more companies, it must, within the legal and regulatory requirements in force, make available its consolidated financial statements, which will be considered to carry out the analysis of the economic and financial situation. These, when presented, should also contain, for information, the individual statements of the bidding company.

The Financial Statements must be signed by the legal representative of the company, duly identified (name, signature and position held) and by the responsible accountant, also identified, with registration in the CRC (according to CFC Resolution 1.330/11 item 13 of the ITG 2000 Brazilian Standards).

The Statements must be submitted in digital form (not editable files).

Stamps, authentications and seals must be legible and free of erasure for validation.

Only will be accepted financial statements referring to the last full fiscal year or to the penultimate, provided that they are submitted up to the deadline of 180 days after the end of the last fiscal year. After this date, the supplier must obligatorily submit the Financial Statements of the last fiscal year.

Example: The Financial Statements of the base year 2014 will be accepted until June 30, 2016. After this date the company must submit the statements of the base year of 2015.

Attention: For companies in a situation of Judicial or Extrajudicial Reorganization with the approved Judicial or Extrajudicial Reorganization plan, it only will be accepted the financial statements if be issued after the approval of the respective Judicial or Extrajudicial Reorganization plans.

All bidders, regardless of their size and form of constitution, must submit the Financial Statements necessary for the economic evaluation, including the companies exempted by law to accounting bookkeeping.

Financial statements delivered via SPED must be accompanied by the respective Delivery Receipt.

Bidders with less than one financial year must comply with the requirement of this item upon presentation of the Opening Balance Sheet or the last Balance Sheet raised, as the case may be.

Balance Sheets with Outstanding Liability (Negative Net Worth) will not be evaluated, neither audited financial statements without the auditor's opinion.

Verification Trial Balances will not be evaluated.

2.1. Required Financial Statements – National Bidders

2.1.1. Joint-stock Companies and Limited Liability Companies - LLC

- Balance Sheet;
- Income Statement of the Year;
- Independent Audit Report by an auditor registered in the Securities Commission – for publicly held companies or for large companies.

Note1: It is considered large, for the exclusive purposes of the Law 11.638/07, a company or group of companies under common control that has, in the previous fiscal year, a total asset greater than R$ 240.000.000,00 (two hundred and forty million reais) or gross annual revenue exceeding R$ 300.000.000,00 (three hundred million reais).

2.1.2. Non-profit Societies and Other Companies

Applicable to Individual Entrepreneur, Individual Limited Liability Company, Non-profit Societies and etc.

- Balance Sheet;
- Income Statement of the Year;

2.1.3. Cooperatives

- Balance Sheet;
- Income Statement of the Year;
- Independent Audit Report by an auditor registered in the Organization of Brazilian Cooperatives;
- Proof of the share capital proportional to the number of members of the cooperative required to provide the service - present the Bylaws with Minute of General Meeting that approved it and the Book of Enrollment;
- Proof of sending the Balance Sheet and the Income Statement of the Year to the regulation agencies, as provided in art. 112 of Law No. 5,764 of 1971;
- Proof of the integration of the respective shares by the cooperating parties that will perform the contract - Present a list of nominees that are members of the Minute of General Meeting in which the association of the cooperative was approved, duly registered in the trade board or notary's office.

2.2. Required Financial Statements – Foreign Suppliers:

- Balance Sheet - Balanço Patrimonial;
- Income Statement - Demonstração do Resultado do Exercício.
- Note to Financial Statements – Notas Explicativas.

Note1: The financial statements of foreign companies must be submitted in IFRS or USGAAP standards when applicable or according to Generally Accepted Accounting Principles in which the companies are incorporated.

Note2: Financial Statements published in English or Spanish will be accepted. The Financial Statements published in other languages must be submitted together with its sworn translations.

Note3: All the documentation must be properly signed by the responsible accountant and legal representative of the company.

3. STATEMENT OF NON-FAILURE SITUATION AND IN A SITUATION OF JUDICIAL OR EXTRAJUDICIAL REORGANIZATION

The company must declare at the submission of the proposal, in a specific field of the system, whether it is in a situation of Judicial or Extrajudicial Reorganization. If so, during the Qualification phase, it must present the following documents:

Situation	Documentation to be submitted:
Judicial Reorganization	- Certificate of the court approving the judicial reorganization plan, pursuant to art. 58 of Brazilian Law No. 11.101/05 OR Order of the judge ratifying / granting the recovery plan; - Financial statements, listed in item 2, issued after the ratification / approval of the judicial reorganization plan. Note: For foreign companies, it must submit the equivalent documentation according to the country's legislation.
Extrajudicial Reorganization	- Certificate that extrajudicial reorganization plan was ratified in court, pursuant to art. 165 of Brazilian Law No. 11.101/05 OR Recovery plan approved by all creditors; - Financial Statements, listed in item 2, issued after the approval / approval of the extrajudicial reorganization plan. Note: For foreign companies, it must submit the equivalent documentation according to the country's legislation.

4. PARENT COMPANY GUARANTEE

Companies that do not comply with the accounting indicators mentioned in item 1 above may submit Corporate Guarantee (PCG – Parent Company Guarantee), according to the model available in this document, together with the financial statements of the guarantor company, belonging to the same economic group of the guaranteed company, which must meet the accounting indicators, in addition to submitting a document proving the link between both companies (guarantor and bidder).

Note1: If the PCG is issued by a foreign company, it will also be necessary to submit the Legal Opinion, according to the model available in this document.

Note2: The applicability of the PCG is only for the purposes of qualification, and is not considered for the purposes of the Supplier Registration.

Note3: The guarantor company also must state that it is not in a failure situation, according to item 3.

Note4: Also observe the additional documentation of the guarantor, of obligatory presentation, required in the ANNEXES that follow the "Template 1".

Note5: The guarantor's financial statements must comply with the same requirements applicable to bidders described in item "2 - Required documentation".

Modelo 1 – Template 1

CONTRATO DE GARANTIA CORPORATIVA QUE ENTRE SI CELEBRAM PETRÓLEO BRASILEIRO S.A. – PETROBRAS E [NOME DA GARANTIDORA]

GARANTIDORA: [NOME COMPLETO DA GARANTIDORA], sociedade constituída sob as leis de [INSERIR PAÍS], com sede em [ENDEREÇO COMPLETO DA GARANTIDORA], inscrita no Cadastro Nacional de Pessoas Jurídicas ("CNPJ") sob o nº [CNPJ DA GARANTIDORA], neste ato representada por [NOME COMPLETO DO REPRESENTANTE DA GARANTIDORA], na forma de seus atos constitutivos, doravante designada **GARANTIDORA**;

BENEFICIÁRIA: PETRÓLEO BRASILEIRO S.A. - PETROBRAS, sociedade constituída sob as leis do Brasil, com sede na Avenida República do Chile nº 65, Centro, Rio de Janeiro/RJ, Brasil, inscrita no CNPJ sob o nº 33.000.167/0001-01, neste ato representada por [NOME COMPLETO DO REPRESENTANTE DA BENEFICIÁRIA], na forma de seus atos constitutivos, doravante denominada **BENEFICIÁRIA**; e

GARANTIDA: [NOME COMPLETO DA GARANTIDA], sociedade constituída sob as leis do [PAÍS DA GARANTIDA], com sede em [ENDEREÇO DA GARANTIDA], inscrita no CNPJ sob o nº [CNPJ DA GARANTIDA], neste ato representada por [NOME COMPLETO DO REPRESENTANTE DA GARANTIDA], na forma de seus atos constitutivos, doravante denominada **GARANTIDA**, na qualidade de interveniente-anuente.

GARANTIDORA e **BENEFICIÁRIA**, denominadas em conjunto como **PARTES**, e, individualmente, **PARTE**, têm, entre si, justo e acertado o presente Contrato de Garantia corporativa ("Contrato"), que será regido pelas cláusulas a seguir descritas.

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 [REPRESENTATIVE'S NAME], 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. **OBJETO:** A **GARANTIDORA**, pelo presente instrumento particular, declara-se, na melhor forma de direito e legalmente representada pelo(s) signatário(s) da presente, principal pagadora e responsável solidária com a **GARANTIDA**, de forma irretratável e incondicional, obrigando-se por si e seus sucessores, pelo pagamento, à **BENEFICIÁRIA**, das obrigações de natureza pecuniária a serem assumidas pela **GARANTIDA** ("Obrigações Garantidas"), caso esta seja a vencedora do procedimento licitatório conduzido pela **BENEFICIÁRIA**, referente à Oportunidade n.º ####### ("Procedimento Licitatório") e assine o contrato de [DESCREVER O OBJETO A SER CONTRATADO] ("Contrato Principal"), integrante do Anexo I.

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 [DESCRIBE THE OBJECT THAT WILL BE CONTRACTED] ("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. ####### ("Bidding Procedure").

1.1. A **GARANTIDORA** obriga-se ainda ao pagamento de juros de mora, despesas judiciais e extrajudiciais, inclusive honorários de advogado e demais encargos financeiros contados de cada vencimento das Obrigações Garantidas até a efetiva liquidação do débito.

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. A **GARANTIDORA** reconhece e declara, ainda, como líquidas e certas, as Obrigações Garantidas na forma do **OBJETO** descrito no item 1, para fins de cumprimento ao artigo 821 do Código Civil Brasileiro.

1.2. The **GUARANTOR** recognizes and declares as certain and indisputable the Guaranteed Obligations in the form of the **OBJECT** described in item 1, for purposes of compliance with article 821 of the Brazilian Civil Code.

2. **PRAZO DE VIGÊNCIA:** O presente Contrato vigerá desde a sua assinatura até 90 (noventa) dias após o fim do prazo de vigência do Contrato Principal, incluindo-se eventuais renovações contratuais com o fim de estender sua vigência.

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. Ressalvadas as hipóteses de renovação, uma vez decorrido o prazo de 90 (noventa) dias a contar do término de vigência do Contrato Principal, o presente Contrato extinguir-se-á de pleno direito, independentemente da emissão de termo de exoneração ou de algum outro documento que produza os mesmos efeitos por parte da **BENEFICIÁRIA**. Não obstante, permanece a **GARANTIDORA** obrigada ao cumprimento das Obrigações Garantidas que não

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 **DEBTOR** during the term of this Agreement.

tenham sido adimplidas pela **GARANTIDA** durante o prazo de vigência do presente Contrato.

3. **PAGAMENTO:** Na hipótese de inadimplemento das Obrigações Garantidas, decorrente de ato ou omissão de responsabilidade da **GARANTIDA**, cujo cumprimento é garantido pelo presente Contrato, a **GARANTIDORA** se obriga a efetuar o pagamento das importâncias que forem devidas, no prazo de 02 (dois) dias úteis contados do recebimento de comunicação escrita ("Notificação") enviada pela **BENEFICIÁRIA**. A Notificação será enviada por meio de carta registrada com aviso de recebimento, ou pelo envio de correio eletrônico, se for possível verificar a confirmação por escrito ou por qualquer outro meio que assegure haver o destinatário recebido a comunicação ou a notificação, de acordo com o contido no Anexo II do presente instrumento.

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. A **GARANTIDORA** se obriga, obedecido o limite especificado neste Contrato, a atender às requisições de pagamento de quaisquer importâncias cobertas por esta garantia, mediante simples notificação da **BENEFICIÁRIA**, independentemente de interferência ou autorização da **GARANTIDA**, de ordem judicial ou extrajudicial ou de qualquer outra medida que assim determine.

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. A Notificação deverá necessariamente conter declaração da **BENEFICIÁRIA** de que a **GARANTIDA** não cumpriu obrigação prevista no Contrato Principal, indicando adequadamente a obrigação descumprida.

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. Na hipótese de ser a **BENEFICIÁRIA** compelida a ingressar judicial ou extrajudicialmente para demandar o cumprimento das Obrigações Garantidas através do presente Contrato, será aplicado o pagamento de multa moratória de [INSERIR % conforme clausula de multas da minuta contratual e, caso esta não especifique, deverá ser utilizado o valor de 10 %] sobre o valor total do débito, além de despesas judiciais, extrajudiciais e honorários advocatícios, devidos a partir da data da propositura da medida

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 [INSERT% according to the contractual minute fine clause and, if not specified, the amount of 10% will be used] 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,

judicial ou extrajudicial de cobrança, sem prejuízo dos encargos previstos no item 1.1.

without prejudice to the charges set forth in item 1.1.

4. O presente Contrato constitui título executivo extrajudicial, nos termos do artigo 784, inciso III, do Código de Processo Civil Brasileiro (Lei nº 13.105, de 16 de março de 2015).

4. 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. A **GARANTIDORA** se obriga, como principal pagadora e devedora solidária, pelas Obrigações Garantidas, renunciando expressamente aos benefícios previstos no artigo 827, *caput*, nos termos do artigo 828, I, e nos artigos 834, 835, 837, 838 e 839, todos do Código Civil Brasileiro (Lei nº 10.046, de 10 de janeiro de 2002), bem como no artigo 794, *caput,* nos termos do artigo 794, §3º do Código de Processo Civil Brasileiro.

5. 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. Este Contrato não poderá ser cedido, ou transferido a terceiros, seja total ou parcialmente, sem prévio e expresso consentimento por escrito da **BENEFICIÁRIA**.

6. 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. A **GARANTIDORA** declara, sob as penas da lei, que este Contrato foi emitido de acordo com as normas do seus atos constitutivos; que possui todas as autorizações societárias necessárias para a celebração do presente Contrato; que seus signatários estão investidos dos poderes necessários para celebração deste Contrato; que possui bens, no seu domicílio, suficientes para adimplir as Obrigações Garantidas; e que a prestação da garantia objeto deste Contrato não viola quaisquer normas, contratos, disposições estatutárias, documentos ou legislação a que a **GARANTIDORA** estiver sujeita, sendo, portanto, válida, eficaz e vinculante nos termos aqui descritos.

7. 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.

[CASO A GARANTIDORA SEJA DOMICILIADA NO BRASIL: 7.1. A **GARANTIDORA**, conforme

[IN CASE OF THE GUARANTOR'S HEADQUARTERS IS LOCATED IN BRAZIL:

Anexo III, apresenta os documentos que comprovam a representação para firmar o presente Contrato.]

[CASO A GARANTIDORA SEJA DOMICILIADA NO EXTERIOR: 7.1. A **GARANTIDORA**, conforme Anexo III, apresenta os documentos que comprovam a representação para firmar o presente Contrato.

7.2. A **GARANTIDORA**, conforme Anexo IV, apresenta neste ato *Legal Opinion*, emitida por advogado habilitado na legislação de domicílio da **GARANTIDORA**, conforme previsto no instrumento convocatório do Procedimento Licitatório, do qual a **GARANTIDA** participa.

7.3. A comprovação da habilitação do advogado para se pronunciar sobre a legislação respectiva consta do Anexo V.]

8. A **GARANTIDA** figura como interveniente-anuente no presente Contrato, estando ciente e de acordo com todo o seu teor.

9. O presente Contrato será regido e interpretado, e todas as controvérsias dela emergentes ou com ela relacionadas serão resolvidas de acordo com o direito brasileiro.

10. **[INCLUIR MESMA REDAÇÃO DA CLÁUSULA DE RESOLUÇÃO DE CONFLITOS DO CONTRATO PRINCIPAL]**

11. Quaisquer alterações a este e do Contrato estão sujeitas à prévia aprovação das **PARTES**, por escrito.

12. As disposições deste Contrato são finais, vinculantes, irrevogáveis e irretratáveis e obrigam as **PARTES** e seus sucessores a qualquer título.

13. Em havendo nulidade de qualquer estipulação do presente Contrato, restarão válidas as demais disposições contratuais, não afetando assim a validade do negócio jurídico ora firmado em seus termos gerais.

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

[IN CASE OF THE GUARANTOR'S HEADQUARTERS IS LOCATED ABROAD: 7.1. According to Exhibit III the **GUARANTOR** presents documents proving that its representantives are legally authorised to sign this Agreement.

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

9. 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.

10. **[INCLUDE THE SAME WRITING OF THE DISPUTE RESOLUTION'S CLAUSE OF THE PRINCIPAL AGREEMENT]**

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

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

13. 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.

14. Este Contrato foi redigido nos idiomas português e inglês. Caso ocorra conflito entre as versões em português e inglês, prevalecerá a versão em português.

14. 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.

15. Por estarem justas e acordadas, as **PARTES**, por intermédio de seus representantes legais, assinam o presente Contrato em 3 (três) vias de igual teor e forma.

15. 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.

Local, dia, mês, ano.

Place, Month, day, year.

Garantidora / Guarantor

Por / By:

Cargo / Position:

_____

Beneficiária / Beneficiary

Por / By:

Cargo / Position:

_____

Garantida / Debtor

Por / By:

Cargo / Position:

_____

Testemunha / Witness

Nome / Name:

Cadastro de Pessoas Físicas / Individual Taxpayers' Registry:

_____

Testemunha / Witness

Nome / Name:

Cadastro de Pessoas Físicas / Individual Taxpayers' Registry:

_____

ANEXO I – MINUTA DO CONTRATO PRINCIPAL

[ANEXAR MINUTA DO CONTRATO PRINCIPAL]

EXHIBIT I - PRINCIPAL AGREEMENT'S DRAFT

[ATTACH THE PRINCIPAL AGREEMENT'S DRAFT]

ANEXO II - RELAÇÃO DE CONTATOS

Todos os avisos, notificações ou comunicações que, de acordo com este Contrato, devam ser feitos por escrito, somente serão considerados válidos quando enviados mediante carta registrada com aviso de recebimento, ou, pelo envio de correio eletrônico, se for possível verificar a confirmação por escrito ou por qualquer outro meio que assegure haver o destinatário recebido a comunicação ou a notificação, de acordo com as informações abaixo:

GARANTIDOR:

BENEFICIÁRIA:

GARANTIDA:

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:

ANEXO III - DOCUMENTAÇÃO BÁSICA EXIGIDA DA GARANTIDORA:

A) Este Contrato de Garantia Corporativa deverá conter as firmas dos representantes legais da **GARANTIDORA** e da **GARANTIDA** devidamente reconhecidas por **AUTENTICIDADE**.

B) Deverão ser anexados a este Contrato, os atos constitutivos e documentos societários da **GARANTIDORA** que comprovem os poderes de seus representantes legais para prestar fiança.

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.

ANEXO IV – *LEGAL OPINION (Modelo 2).*

[ANEXAR a LEGAL OPINION emitida por advogado habilitado na legislação do domicílio da GARANTIDORA]

EXHIBIT IV – LEGAL OPINION *(Template 2).*

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

Modelo 2 – Template 2

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.

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].

[UTILIZAR O ITEM 9 ABAIXO CASO O MÉTODO DE SOLUÇÃO DE CONTROVÉRSIAS DO CONTRATO FOR A ARBITRAGEM, CONFORME MINUTA PADRÃO DE CONTRATO]

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].

Nome / Name:

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Advogado habilitado na legislação do domicílio da GARANTIDORA /
Lawyer licensed to practice law in the GUARANTOR's jurisdiction