EMPRESA PÚBLICA DE HIDROCARBUROS DEL ECUADOR

EP PETROECUADOR

SALE AND PURCHASE AGREEMENT FOR THE DPU IMPORT OF NATURAL GAS (NG / LNG)

Sale and Purchase Agreement (SPA) / *Gas Sales Agreement*

between

EP PETROECUADOR — the "BUYER"

and

, the successful bidder — the "SELLER"

Quito — Ecuador

(Date)

DRAFT FOR REVIEW AND INFORMATION GATHERING — NON-BINDING — NOT FOR SIGNATURE

TABLE OF CONTENTS

TABLE OF CONTENTS 2
PARTIES 4
ARTICLE 1 — DEFINITIONS AND INTERPRETATION 4
ARTICLE 2 — PURPOSE AND SCOPE 6
ARTICLE 3 — CONDITIONS PRECEDENT 8
ARTICLE 4 — REPRESENTATIONS WARRANTIES AND UNDERTAKINGS 8
ARTICLE 5 — TERM AND EFFECTIVENESS 9
ARTICLE 6 — INSTALLATIONS AND FACILITIES 9
ARTICLE 7 — PERMITS LICENSES AND REGULATORY MANAGEMENT 10
ARTICLE 8 — DELIVERY POINTS 11
ARTICLE 9 — FORECASTS SCHEDULING AND NOMINATIONS 12
ARTICLE 10 — DELIVERY TRANSPORTATION AND LOGISTICS 12
ARTICLE 11 — QUANTITIES AND TAKE-OR-PAY 12
ARTICLE 12 — QUALITY AND SPECIFICATIONS 13
ARTICLE 13 — METERING VERIFICATION AND INDEPENDENT INSPECTION| 13
ARTICLE 14 — PRICE AND FORMULA 14
ARTICLE 15 — INVOICING AND PAYMENT METHOD 14
ARTICLE 16 — TAXES AND CUSTOMS REGIME 15
ARTICLE 17 — CONTRACTUAL GUARANTEES 15
ARTICLE 18 — PENALTIES AND FINES 16
ARTICLE 19 — FORCE MAJEURE AND FORTUITOUS EVENTS 17
ARTICLE 20 — INSURANCE 17
ARTICLE 21 — LIABILITY AND INDEMNITIES 18
ARTICLE 22 — TERMINATION 18
ARTICLE 23 — ASSIGNMENT SUBROGATION OR TRANSFER 18
ARTICLE 24 — CONFIDENTIALITY 19
ARTICLE 25 — ANTI-CORRUPTION COMPLIANCE AND SANCTIONS 19
ARTICLE 26 — GOVERNING LAW DOMICILE AND DISPUTE RESOLUTION 19

ARTICLE 27 — NOTICES 20
ARTICLE 28 — GENERAL PROVISIONS 20
SIGNATURES 21
ANNEXES 22

PARTIES

The following parties enter into this Sale and Purchase Agreement for the DPU import of Natural Gas It shall be specified that (hereinafter, the "Agreement"):

EP PETROECUADOR, Ecuador Public Hydrocarbons Company, a legal entity governed by public law, domiciled in the city of Quito, represented by its General Manager or duly authorized delegate, hereinafter referred to as the "BUYER" for purposes of this Agreement; and:

XX, a company incorporated under the laws of (country), legally domiciled and/or having an attorney-in-fact or legal representative in Ecuador, represented by XX, hereinafter referred to as the "SELLER" for purposes of this Agreement.

The BUYER and the SELLER may individually be referred to as a "Party" and jointly as the "Parties". The Parties freely and voluntarily agree to enter into this Agreement pursuant to the following clauses and on the following basis:

CLAUSE 1 — DEFINITIONS AND INTERPRETATION

1.1 Definitions. The capitalized and bold terms shall have the meanings assigned below:

"Day": a calendar day, unless expressly stated to be a business or working day, in which case it shall refer to Ecuador.

"Differential": the positive or negative amount, expressed in US$/MMBTU, offered and awarded, which, when added to the Benchmark, determines the Final Price.

"EP FLOPEC / ECUMAR EP": the public shipping company that is legally competent and authorized to participate in the nomination, coordination or provision of maritime services relating to vessels entering or leaving Ecuadorian ports, in accordance with applicable regulations.

"FSU": the Floating Storage Unit intended for the operational storage of LNG.

"Force Majeure or Fortuitous Event": an unforeseen event that is impossible to resist, pursuant to Article 30 of the Codification of the Ecuadorian Civil Code, under the terms and with the effects established in Clause 19 of the Agreement.

"Performance Guarantee": the irrevocable, unconditional, immediately callable and payable, renewable guarantee provided for in Clause 17 of the Agreement.

"Natural Gas (NG)": a fossil fuel consisting primarily of methane, used as an energy source for electricity generation. For purposes of the Agreement, it means the gaseous hydrocarbon that meets the quality specifications established in Annex A, measured and delivered in a gaseous state.

"Liquefied Natural Gas (LNG)": natural gas converted into a liquid state through cryogenic cooling to facilitate storage and transportation, delivered in liquid phase at the corresponding Delivery Points and under the conditions established in this Agreement and Annex D.

“Independent Inspector”: the inspection company qualified by the Hydrocarbons Regulation and Control Agency, nominated pursuant to Clause 13, whose measurements at the Metering Points shall be binding upon the Parties.

“LNGC”: the LNG Carrier used for the maritime transportation of LNG from the place of origin of the gas molecule to its unloading or transfer to an FSU.

“Small LNGC”: the smaller-capacity LNG carrier used to transport LNG from the FSU to the Guayas River, through which delivery is made by ship-to-ship (STS) transfer at the Primary Delivery Point / GYE.

“SPA” (Sale and Purchase Agreement): a long-term sale and purchase agreement under which the SELLER undertakes to supply and the BUYER to purchase natural gas or LNG under agreed price, volume, term and delivery conditions, under the DPU Incoterm and with a Take-or-Pay commitment.

“Benchmark / HH”: the international Henry Hub (HH) reference price, the arithmetic average of the NYMEX publication for the loading month, which constitutes the Benchmark applicable to the Agreement’s price formulas.

“MMBTU”: one million British Thermal Units, the unit of energy in which the Product is measured and invoiced.

“MMCFD”: million cubic feet per day, the unit used to express the daily volume of Natural Gas.

“Permits and Authorizations”: all permits, licenses, registrations, certifications, qualifications, approvals and actions required to perform the obligations allocated to each Party, including those required as a result of regulatory changes or a reasoned request from a competent authority.

“Final Price (PF)”: the price resulting from the formula applicable to each Delivery Point, pursuant to Clause 14 and Annex C.

“Product”: either NG or LNG, depending on the applicable Delivery Point and supply conditions.

“Primary Delivery Point / GYE”: Contecom, Guayaquil, Guayas Province, or the designated point on the Guayas River, where the Product is delivered in liquid state (LNG) by ship-to-ship (STS) transfer to a vessel designated for that purpose.

“Secondary Delivery Point / Puerto Bolívar”: the Puerto Bolívar-Yilport port facilities, Machala canton, El Oro Province, where the Product is delivered in liquid state (LNG), loaded into ISO tanks.

“Tertiary Delivery Point / TGM”: the PEC dehydration plant, located in Bajo Alto, El Guabo canton, El Oro Province, operated by CELEC EP, where the Product is delivered in gaseous state for electricity generation.

“Metering Point”: the set of custody transfer metering equipment installed by the SELLER at each Delivery Point, whose readings determine the volume and energy delivered and billable.

“SENAE”: the National Customs Service of Ecuador, primarily responsible for planning and implementing the country’s customs policy, supervising the entry and exit of goods, means of transport and persons involved in international trade.

“DPU”: the SELLER’s obligation to provide the gas molecule and perform the logistics chain corresponding to the awarded technical solution, including, as applicable, sourcing, maritime transportation, floating storage, transfer, overland transportation, regasification and delivery; under INCOTERMS DPU (Delivered at Place Unloaded, INCOTERMS 2020), delivering the Product unloaded and ready for receipt at the defined Delivery Points.

“Take-or-Pay (ToP)”: the BUYER’s obligation to pay for a minimum percentage of the contracted volume, even if it does not receive it, and the SELLER’s corresponding obligation to make such volume available, pursuant to Article 11.

1.2 Interpretation. Headings are for reference only. The Spanish version shall prevail over any translation. References to legislation include amendments in force. The Annexes form an integral and indivisible part of the Agreement; in the event of a conflict between the body of the Agreement, the Annexes and Fax XXX, the document that best protects the interests of the BUYER and the State shall prevail.

CLAUSE 2 — PURPOSE AND SCOPE

2.1 Purpose. The purpose of this Agreement is the international sale and purchase for the import of Natural Gas (NG) and/or Liquefied Natural Gas (LNG), under DPU terms (Incoterms® 2020), at the defined Delivery Points: (i) LNG via STS to a vessel designated for that purpose on the Guayas River; (ii) LNG in private customers’ ISO tanks at Yilport, Puerto Bolívar; and (iii) regasified natural gas at Termogas Machala, Bajo Alto, in accordance with the volumes, quality specifications, commercial, technical and operational conditions, price and other terms provided herein.

To fulfill the contractual purpose, the SELLER shall assume, on its own account and at its own cost and risk, the provision of the gas molecule and the necessary logistics chain up to delivery of the Product at the corresponding Delivery Point, in accordance with the scope provided in the awarded offer, this Agreement and its Annexes.

2.2 Import structure. The principal obligation is the international sale and purchase of the Product delivered at destination (DPU), such that the SELLER assumes full responsibility for the gas molecule, the logistics chain and operational risk until delivery. Consequently, the following shall be the exclusive responsibility and cost of the SELLER:

- Sourcing and procurement of the natural gas / LNG molecule in accordance with the specifications in Annex A.
- Maritime transportation, vessel nomination through a state-owned company, ship-to-ship lightering and floating storage (FSU).
- The unloading, transfer, transportation, storage and regasification systems corresponding to the awarded technical solution; technically equivalent configurations may be used for Termogas Machala, provided that delivery of NG at the Tertiary Delivery Point is assured.
- Provision and installation of the custody transfer Metering Point at each Delivery Point and operational storage providing three (3) to five (5) Days of autonomy.
- Obtaining and maintaining all permits, licenses and authorizations (Clause 7).

- Tugboat, lighterage, pilotage, insurance, port dues and other logistics costs, which shall be incorporated into the price components applicable to each Delivery Point pursuant to Annex C.

2.3 Transfer of title and risk. Title and risk shall transfer at each DPU Delivery Point: (i) for GYE, once LNG has been delivered via STS to the vessel designated for that purpose; (ii) for Puerto Bolívar, upon direct delivery of LNG into private customers' ISO tanks; and (iii) for Termogas Machala, upon delivery of regasified natural gas at the battery limit of the Delivery Point. Customs clearance shall not entail transfer of title or risk. Up to the applicable Delivery Point, all loss, contamination, shrinkage, failure to meet quality requirements or damage shall be borne by the SELLER.

2.4 Indivisibility of performance. The BUYER shall pay for the Product actually delivered, measured, accepted and compliant with quality requirements, without prejudice to any payment obligation arising from the application of Take-or-Pay under Clause 11. The SELLER may not pass on to the BUYER any risks, costs or contingencies relating to the logistics chain, regulatory requirements or gas molecule that were not provided for in the award.

2.5 Reserved rights of the BUYER. The BUYER retains the rights of inspection, audit, rejection of off-specification Product, enforcement of guarantees and unilateral termination, pursuant to this Agreement.

2.6 Exclusive marketing — sole buyer (exclusive off-take in favor of the BUYER). Full off-take exclusivity in favor of the BUYER shall apply throughout the term of the Agreement, on the following terms:

(a) Sole buyer: the SELLER undertakes to sell and deliver the Product, in any of its forms, whether natural gas in gaseous or regasified state, or LNG in liquid state or in ISO tanks, solely and exclusively to the BUYER. The BUYER is the sole buyer and off-taker of the Product intended for this Agreement and the Project.

(b) Prohibition on sales to third parties: the SELLER may not, directly or indirectly, on its own behalf or through affiliates, subsidiaries, related companies, agents, intermediaries or any third party, sell, assign, deliver, supply, exchange, transfer, encumber or otherwise market the Product to anyone other than the BUYER, nor divert, reallocate or direct the Product to other markets, customers, uses or delivery points.

(c) Scope: exclusivity covers the contracted volume and all Product introduced into Ecuadorian territory and/or made available at the Delivery Points under the DPU terms of this Agreement.

(d) Consequences of breach: violation of this clause constitutes grounds for unilateral termination (Clause 22), shall entitle the BUYER to enforce the Performance Guarantee, and shall require the SELLER to compensate for damages and losses and to surrender to the BUYER any benefit obtained from unauthorized marketing, without prejudice to the penalties in Annex B and any other legal actions.

2.7 Nature of the transaction. The Parties acknowledge that this instrument governs an international sale and purchase for the import and delivery of NG and/or LNG under DPU terms. The term "Supply" and the other ancillary activities related to the contractual purpose describe the DPU logistics scope.

CLAUSE 3 — CONDITIONS PRECEDENT

3.1 Conditions to be fulfilled by the SELLER. Before deliveries commence, the SELLER shall:

(a) Deliver the Performance Guarantee (Clause 17) no later than five (5) Days before the first delivery date.
(b) Demonstrate that it has obtained the enabling permits and licenses under Clause 7 required for each implementation milestone and, before the first delivery, all those necessary for commercial operation.
(c) Demonstrate the operational availability of the facilities, equipment and infrastructure provided for in the awarded technical solution, including, where applicable, an FSU, unloading and filling systems, ISO tanks, Metering Points and regasification capacity at TGM.
(d) Submit the Anti-Corruption Affidavit (Annex G) and maintain an attorney-in-fact or legal representative in Ecuador.

3.2 Conditions to be fulfilled by the BUYER. The BUYER shall arrange the budget certification (CFDD), nomination of the Independent Inspector and coordination with CELEC EP / TGM for receipt of the Product.

3.3 Effect of failure to satisfy conditions precedent. If the SELLER fails to satisfy the conditions for which it is responsible within the prescribed periods, the BUYER may defer commencement without liability, enforce the applicable guarantees and/or declare termination pursuant to Article 22.

CLAUSE 4 — REPRESENTATIONS WARRANTIES AND UNDERTAKINGS

4.1 By the SELLER. The SELLER represents and warrants that: (i) it is duly incorporated and authorized to contract with EP PETROECUADOR and is not subject to any disqualification; (ii) it has the technical, logistical and financial capacity for DPU Supply; (iii) the Product to be delivered shall comply with Annex A and shall not be a product subject to sanctions worldwide; (iv) it shall maintain an attorney-in-fact or legal representative in Ecuador throughout the term; and (v) it shall comply with applicable Ecuadorian law.

4.2 By the BUYER. The BUYER represents that it has the authority to enter into the Agreement and shall have the corresponding budget allocation pursuant to applicable regulations.

4.3 SELLER's undertakings. The SELLER undertakes to continuously provide the contracted volume at the exact Delivery Point and with the awarded characteristics; to maintain permits and guarantees in force; not to assign the Agreement without authorization; and to keep the BUYER free from and indemnified against third-party claims.

CLAUSE 5 — TERM AND EFFECTIVENESS

5.1 Term. The Agreement shall remain in force for [to be defined] years from the date of execution. The commercial supply period shall be ten (10) years from the first delivery, unless terminated early pursuant to this Agreement.

5.2 Implementation Stage. From the execution date, the SELLER shall have a period of [to be defined] to coordinate with the Port Concessionaire and other entities, carry out or finance investments, obtain permits, install and test facilities and achieve the first delivery. The schedule shall include milestones, evidence and consequences of delay; any extension shall require justified grounds, reports and authorization from the competent authority.

5.3 Operating periods. The Parties recognize commissioning, build-up, plateau and decline periods, the volumes for which are detailed in Annex B.

5.4 Extension. The Agreement may be extended by written agreement of the Parties, in accordance with EP PETROECUADOR's regulations.

CLAUSE 6 — INSTALLATIONS AND FACILITIES

6.1 SELLER's facilities. The SELLER shall source and transport the gas molecule without altering its nature and shall design, finance, construct or make available, operate and maintain, on its own account and at its own cost and risk, all facilities required for DPU Supply, complying with the standards of the Agreement and Annex D, including, without limitation:

- An anchored floating storage unit (FSU) and cryogenic transfer corridor in the Puerto Bolívar area, for which it shall undertake the necessary procedures before SENAE.
- Unloading and filling systems ("Skids/filling stations") with the target capacity specified in Annex D, and certified cryogenic ISO tanks (40–46 m^3 per unit).
- Regasification equipment at TGM and connection to the power plant's receiving point.
- The custody transfer Metering Point at each Delivery Point, calibrated and certified.
- Inventory and operational storage capacity equivalent to three (3) to five (5) Days of consumption at TGM, to ensure continuity of supply 24 hours a day, 7 days a week.

6.2 BUYER's facilities / Receipt. The BUYER shall make available to the SELLER, within a property owned by EP PETROECUADOR or legally authorized for that purpose, the areas and access routes identified in Annex D as necessary for the installation, implementation, operation, maintenance and removal of the regasification station and its associated facilities.

Conditions governing use, access, security, custody, construction works, improvements, liability, restoration and termination shall be governed by the specific instrument executed by the Parties. Making the area available shall not entail a transfer of ownership or the creation of rights in rem in favor of the SELLER.

Coordination with CELEC EP or Termogás Machala shall be limited, where applicable, to the activities necessary for interconnection, receipt and operational delivery of Natural Gas, without this

Agreement imposing obligations on those entities or presuming the availability of assets or facilities owned by them.

6.3 Design and standards. The SELLER shall be responsible, on its own account and at its own cost and risk, for complying with the technical, operational, environmental, maritime, port, transportation, industrial safety and quality regulations and standards applicable to its performance, as well as the national and international requirements incorporated in the Terms of Reference and Annexes, including, without limitation, technical, operational, environmental, customs, industrial safety and transportation regulations, as well as national and international standards required for the import, handling, storage, transportation, regasification, delivery and other activities related to the contractual purpose. Accordingly, the SELLER shall be exclusively responsible for applying for, obtaining, maintaining in force and complying with all permits, licenses, authorizations, qualifications, registrations, certifications, approvals, requirements and administrative, regulatory, technical and operational procedures required before the competent authorities, including, among others, the Hydrocarbons Regulation and Control Agency (ARCH), the Ministry of Environment, Water and Ecological Transition, the Ministry of Energy and Mines, the Ministry of Transportation and Public Works, the Port Authority, the National Customs Service of Ecuador (SENAE), and any other public or private entity exercising authority over the operation.

Under no circumstances may the SELLER transfer, delegate or attribute to the BUYER any liability arising from compliance with those obligations, or make its performance conditional upon procedures, permits or requirements to be fulfilled by the BUYER, except for obligations expressly and exhaustively established in this Agreement.

6.4 Availability and maintenance. Supply shall be continuously available, 24 hours a day and 7 days a week, with the minimum operational inventory specified in Annex D. Maintenance shall be scheduled without affecting continuity and notified with the advance notice established in the award. Unscheduled outages shall not exempt the SELLER from the CCD, Deliver-or-Pay or penalties, except in cases of accepted Force Majeure.

6.5 Port facilities at Puerto Bolívar (Yilport). Puerto Bolívar / Yilport is the LNG entry point into the country and the fixed Secondary Delivery Point for supply to private customers; its receiving, storage and loading facilities are considered a structural and non-substitutable part of the Project. The SELLER shall use the Port Concessionaire Yilport's existing facilities and bear the corresponding fees and charges, incorporated into the applicable price component. Before arrival of the first cargo, it shall arrange, negotiate, execute and perform, on its own account and at its own risk, the instruments required by the Port Concessionaire.

CLAUSE 7 — PERMITS LICENSES AND REGULATORY MANAGEMENT

7.1 Comprehensive permit obligation. The SELLER shall obtain, maintain in force and pay for all Permits, licenses and authorizations necessary for its obligations, including those of its operators and subcontractors, including, without limitation, those listed in Annex E:

- Environmental license for the entire project (Ministry of Environment and Energy).
- Water space, pilotage and maritime safety permit (DIRNEA / Harbor Master's Office).
- FSU permits, ISO tank registration and certification, and LNG loading and unloading controls (ARCH, SENAE).
- Timely provision of supporting documentation for customs clearance and entry of the Product, a procedure carried out by the BUYER before SENAE pursuant to Clause 16.2, and assistance in validating Incoterms 2020.
- Permits for overland transportation of ISO tanks (MIT, ARCH).
- Any other permits to be obtained under applicable regulations in force.

7.2 Regulatory indemnity. The SELLER shall indemnify the BUYER against any sanction, fine or claim arising from the absence, suspension or revocation of permits attributable to the SELLER. Lack of permits or authorizations does not constitute Force Majeure.

CLAUSE 8 — DELIVERY POINTS

8.1 Primary Delivery Point — GYE (LNG). The first Delivery Point is Contecom, Guayaquil, Guayas Province, or the designated point on the Guayas River, where LNG shall be delivered by ship-to-ship (STS) transfer through a Small LNGC to a vessel designated for that purpose. Title and risk transfer at this Delivery Point.

8.2 Secondary Delivery Point — Puerto Bolívar (LNG). The second Delivery Point is Yilport - Puerto Bolívar (Machala canton, El Oro Province), where LNG is delivered by direct loading into ISO tanks belonging to industrial customers or other third parties. Measurement and transfer of title and risk take place at that Delivery Point.

8.3 Tertiary Delivery Point — TGM (NG). The third Delivery Point shall be the interconnection point located on EP PETROECUADOR's dehydration property designated for the regasification station, whose exact location shall be defined in Annex D. The SELLER shall deliver Natural Gas, once regasification is complete, at the pressure, temperature, composition, calorific value and other technical and quality specifications established in Annex A and applicable regulations, and shall install the Metering Point, subject to EP PETROECUADOR's supervision. Transfer of title and risk and payment shall be determined on the basis of measurements taken at this point. The SELLER shall have storage equivalent to between three (3) and five (5) Days of supply. The purchase term is DPU — TERMOGAS MACHALA, INCOTERMS 2020.

8.4 Supply priority. In the event of availability constraints, the SELLER shall prioritize fulfillment of the committed volume at the Primary and Tertiary Delivery Points because of their status as anchor demand for electricity generation.

CLAUSE 9 — FORECASTS SCHEDULING AND NOMINATIONS

9.1 Forecasts. The Parties shall exchange annual and quarterly volume forecasts for planning purposes. Forecasts are not binding.

9.2 Nomination. The SELLER shall inform the BUYER of the daily volumes to be unloaded at least one (1) week in advance, ensuring the volume established in Annex B.

9.3 Vessel nomination. Every vessel entering or leaving Ecuadorian ports shall be nominated through the Competent Public Maritime Company, pursuant to the Law on Facilitation of Exports and Waterborne Transportation. The SELLER may substitute the vessel on its own account and at its own risk upon prior notice, provided vessel-terminal compatibility requirements are met.

CLAUSE 10 — DELIVERY TRANSPORTATION AND LOGISTICS

10.1 DPU terms. The SELLER shall bear the cost and risk of international transportation and the logistics chain until the Product is unloaded at each Delivery Point, pursuant to DPU (Incoterms® 2020). The SELLER guarantees continuous unloading and delivery at GYE and TGM of at least the committed daily volume.

10.2 Continuity. The SELLER shall guarantee continuous 24/7 supply at GYE and TGM, without interruptions other than duly declared Force Majeure or Fortuitous Events.

10.3 Tugboat and similar costs. The costs of tugboats, lighterage, pilotage or any other means of transportation required in port, waiting time, and shrinkage or losses shall be borne by the SELLER and deemed incorporated into the Differential.

CLAUSE 11 — QUANTITIES AND TAKE-OR-PAY

11.1 Contracted volume. The SELLER shall supply the volume established in Annex B. The reference supply capacity is thirty (30) MMCFD, expandable to sixty (60) MMCFD without changing the base infrastructure.

11.2 Take-or-Pay. Supply is structured under a Take-or-Pay commitment of sixty (60) MMCFD. The BUYER undertakes to pay for the applicable minimum volume in each contractual period, regardless of whether that volume is actually taken, provided the SELLER guarantees its availability (Pay), pursuant to the conditions, Force Majeure exceptions and make-up mechanisms detailed in Annex B.

11.3 Rates applicable to the Take-or-Pay commitment and excess volume. For purposes of the Take-or-Pay commitment, the rates per MMBTU corresponding to each Delivery Point shall apply, in accordance with the price formulas in Clause 14 and Annex C of this Agreement. Volumes delivered and accepted at the different Delivery Points shall be aggregated until the mandatory volume of sixty

(60) MMCFD, calculated on an energy basis (MMBTU), is reached. Once the mandatory volume has been exceeded, the additional volume shall be subject to the excess-volume rate or discount offered by the SELLER and accepted by EP PETROECUADOR, pursuant to the economic conditions established in this Agreement.

11.4 Penalty for SELLER's shortfall. If the inspected daily volume is less than the committed volume, the BUYER shall impose a penalty for the amount corresponding to the difference between the minimum volume and the delivered volume, multiplied by the Final Price of the amount invoiced and/or to be invoiced, without prejudice to other contractual actions.

11.5 Tolerances and flexibility. Upward/downward tolerances and, where applicable, diversion or reloading rights applicable to LNG are governed by Annex B. No diversion rights, reloading rights or similar charges shall be recognized unless contractually defined, quantified and allocated.

CLAUSE 12 — QUALITY AND SPECIFICATIONS

12.1 Specifications. The Product shall meet the differentiated specifications in Annex A for: (i) Product 1 — LNG, delivered at GYE and Puerto Bolívar; and (ii) Product 2 — regasified natural gas, delivered at Termogas Machala. The SELLER shall submit the corresponding Quality, Quantity and Origin Certificates to EP PETROECUADOR. The binding quality shall be that verified at the applicable Delivery Point.

12.2 Quality penalties / rejection. If there are differences between the contractual quality and the quality received, the BUYER's Corporate Scheduling and Operational Coordination Department shall accept or refuse receipt of the Product. Off-specification Product may be rejected at no cost to the BUYER.

Summary specification table (full details in Annex A).

CLAUSE 13 — METERING VERIFICATION AND INDEPENDENT INSPECTION|

13.1 Daily metering. Delivered volume shall be measured at each Metering Point pursuant to ARCH regulations and the technical standards in Annex A. Invoicing shall be expressed in MMBTU. The quantity of energy delivered shall be determined by multiplying the measured volume by the Gross Calorific Value (GCV) of the certified composition. For reference purposes, the RFI considers 1,017 MMBTU per MMCF.

13.2 Independent Inspector. An inspection company qualified by ARCH as of the receipt date shall be used. The BUYER shall nominate the Independent Inspector; its cost shall be paid fifty percent (50%) by the SELLER and fifty percent (50%) by the BUYER. Inspection rates with Independent Inspection Companies shall be governed by prevailing market conditions, for which the International Trade Management Division shall conduct a duly substantiated market study.

13.3 Binding nature. The Independent Inspector's measurements at the Metering Points are binding upon the Parties and constitute the basis for invoicing, without prejudice to the Take-or-Pay mechanism.

13.4 Energy methodology. The methodology for energy measurement, equipment calibration and Boil-Off Gas (BOG) management is detailed in Annex D.

13.5 Boil-Off Gas (BOG). No quantity of Boil-Off Gas generated during the logistics process from loading to delivery at the Metering Points shall be invoiced to the BUYER.

CLAUSE 14 — PRICE AND FORMULA

14.1 Formulas. The Final Price shall be determined separately for each Delivery Point: GYE: PF_RG = Benchmark α + Freight + β; Puerto Bolívar: PF_PB = Benchmark + α + Freight + σ; Termogas Machala: PF_TM = PF_PB + μ. The Benchmark is Henry Hub HH NYMEX, the arithmetic average for the loading month, multiplied by the awarded HH multiplier.

14.2 Price components. Corresponds to the liquefaction fee and insurance; Freight is the cost of maritime transportation from the place of origin of the gas molecule to Puerto Bolívar, according to the applicable USGC–Ecuador market reference; β corresponds to the components for delivery via Small LNGC to a vessel on the Guayas River; σ corresponds to the components for LNG delivery at Puerto Bolívar, including FSU, Isovessel, port fees and charges, according to the awarded solution; and μ corresponds to the components for delivery of regasified NG at Termogas Machala, including overland transportation, three (3) to five (5) days of storage and regasification, as applicable.

14.3 Energy invoicing and excess volume. Invoicing shall be monthly in MMBTU based on the billable energy determined pursuant to Clause 11 and the measurements and certified GCV of each delivery. The Final Price for the relevant Delivery Point shall apply to each volume delivered there. Once the mandatory volume of sixty (60) MMCFD has been exceeded, the additional volume shall be subject to the excess-volume rate or discount offered by the SELLER and accepted by EP PETROECUADOR.

CLAUSE 15 — INVOICING AND PAYMENT METHOD

15.1 Accrual and payment period. No payments shall be made for investments, installations, permits, availability or Implementation Stage activities. Payment for Product shall accrue only from the first delivery and in respect of quantities actually delivered, measured, accepted and invoiced, quantities actually delivered, measured, accepted and invoiced, without prejudice to amounts that become payable under Take-or-Pay.

15.2 Payment method. Payment shall be made by direct bank transfer, payable ninety (90) calendar days after the date of full receipt of the Product for the immediately preceding month (N-1). The SELLER shall issue the invoice in the immediately following month (N).

To pay for the imported Product, EP PETROECUADOR requires the following original documents:

- Commercial Invoice.

- Bill of Lading.
- Certificate of Origin.
- Cargo Manifest.
- Quantity and Quality Certificate issued by the Independent Inspection Company.

15.3 Invoicing basis. Invoicing shall be based on measurements at the Delivery Points and the Take-or-Pay mechanism provided for in Clause 11, on an energy basis (MMBTU).

15.4 Payment SWIFT. The BUYER shall upload payment SWIFT confirmations to EP PETROECUADOR's extranet within forty-eight (48) hours after payment; the SWIFT shall validate the payment date.

15.5 Late payment and interest. Outstanding amounts due to EP PETROECUADOR shall accrue interest, without prior procedure, at the Maximum Conventional Rate published by the Central Bank of Ecuador, from the due date until payment. For invoices issued by EP PETROECUADOR, the SELLER shall pay within ten (10) Ecuadorian working Days from issuance.

15.6 Payment guarantees. Without prejudice to the Performance Guarantee, the Parties may agree on payment instruments such as an Irrevocable Letter of Credit, pursuant to Annex F and applicable regulations.

ARTICLE 16 — TAXES AND CUSTOMS REGIME

16.1 Taxes. Each Party shall bear the taxes legally applicable to it. Import and logistics costs for the Product up to the Delivery Point shall be borne by the SELLER, except for customs procedures and duties relating to customs clearance, which shall be the BUYER's responsibility pursuant to Clause 16.2.

16.2 Customs regime. Customs clearance and entry of the Product into Ecuador shall be carried out by the BUYER (EP PETROECUADOR) upon transfer of LNG from the importing LNG carrier to the FSU, where the latter forms part of the awarded solution, without that milestone entailing transfer of title or risk. The SELLER shall timely provide the BUYER with all documentation necessary for that procedure (pro forma or commercial invoice, transport document, certificate of origin and quantity and quality certificate), shall be responsible for its accuracy and shall provide the required assistance before SENAE.

CLAUSE 17 — CONTRACTUAL GUARANTEES

17.1 Performance Guarantee. No later than five (5) days before the first delivery, the SELLER shall deliver an irrevocable, unconditional, immediately callable and payable Bank Guarantee, renewable at the BUYER's request, for the amount established in Annex F, issued by a domestic bank with an "A" risk rating and backed by a foreign bank on the list accepted by EP PETROECUADOR.

17.2 Validity and renewal. The Guarantee shall remain valid for two hundred forty (240) Days following the award and shall be renewed, at the BUYER's sole request, for periods of ninety (90) days

until final settlement. The renewal shall be delivered no later than three (3) Ecuadorian working Days before expiry.

17.3 Enforcement. In the event of breach, the BUYER shall notify the SELLER and allow fifteen (15) working days to justify or remedy it. If the SELLER fails to do so to the BUYER's satisfaction, the BUYER shall enforce the Guarantee with no requirement other than its demand to the bank, and may declare unilateral termination. The Guarantee may be partially called for invoiced and unpaid amounts, and shall be restored to its original value within fifteen (15) calendar days.

17.4 Corporate guarantee (optional). When required by the BUYER, the SELLER shall provide a Parent Company Guarantee or equivalent guarantee pursuant to Annex F.

CLAUSE 18 — PENALTIES AND FINES

18.1 Penalty for volume shortfall. The penalty under Article 11.3 shall apply to a shortfall in delivered volume.

18.2 Quality penalty and other penalties. Failure to comply with quality requirements, deadlines, permits and other obligations shall give rise to the fines and liquidated damages detailed in Annex B, without prejudice to enforcement of guarantees and unilateral termination.

18.3 Fine for failure to complete the Implementation Stage. The SELLER undertakes to fully comply with the Implementation Period and to be technically, operationally, logistically, regulatorily and commercially ready and authorized to make the first Natural Gas delivery on the date provided in the Agreement.

Failure to meet any critical schedule milestone that jeopardizes the supply commencement date, as well as delay in completing the Implementation Period for causes attributable to the SELLER, shall give rise, without prior demand or notice of default, to a fine equal to one per thousand (1‰) of the total Agreement value for each calendar day of delay, counted from the day following expiry of the applicable deadline until the obligation is actually fulfilled.

Application of the fine does not release the SELLER from its obligation to complete implementation or to commence and maintain supply, and shall be independent of the costs, expenses and other economic consequences that EP PETROECUADOR must bear as a result of the delay, including emergency or replacement purchases of natural gas or other energy sources, where applicable.

EP PETROECUADOR may deduct the fines from any amount payable to the SELLER and/or call the Performance Guarantee in whole or in part, without prejudice to the other rights provided in the Agreement.

Delays relating to obtaining or maintaining permits, licenses, authorizations, availability of vessels, facilities, storage, overland or maritime transportation, regasification equipment, infrastructure, personnel, contractors or subcontractors of the SELLER, or cost increases or difficulties inherent in the logistics chain under its responsibility, shall not constitute grounds for exemption, unless the event expressly qualifies as Force Majeure or a Fortuitous Event under this Agreement.

18.3 Fine threshold. When accumulated fines reach five percent (5%) of the total Agreement value, EP PETROECUADOR may declare the SELLER to be in material breach and exercise the termination powers provided in the Agreement, including unilateral termination when legally and contractually appropriate, without prejudice to enforcement of guarantees and any other actions available pursuant to Clause 22.

CLAUSE 19 — FORCE MAJEURE AND FORTUITOUS EVENTS

19.1 Definition and regime. Article 30 of the Codification of the Ecuadorian Civil Code shall apply. The circumstances shall be notified in writing within three (3) working Days (in Ecuador) after the event occurs, with supporting documents attached. Only obligations directly affected shall be suspended, and only for as long as the impediment persists.

The SELLER shall keep the operational reserve established in the Agreement available and use it to ensure continuity of supply, unless the event directly affects its storage, access or safe use.

19.2 Applicable events. In addition to general events, the Parties recognize the following as Force Majeure events applicable to the LNG chain when they meet the requirements of the aforementioned Article 30: war, international sanctions, strikes, severe weather events, closure of maritime canals, serious failures in the facilities, equipment or systems of the port, storage or regasification terminal that temporarily prevent operation, and governmental restrictions not attributable to the affected Party.

19.3 Exclusions. Administrative or operational events caused by the Parties, or lack of permits attributable to the SELLER, do not constitute Force Majeure. If the event lasts more than thirty (30) days, the Parties may terminate the Agreement by mutual agreement, without prejudice to outstanding obligations.

19.4 Volume deduction. Subject to prior agreement, the Parties may deduct from the contractual volume any volume not delivered or received due to Force Majeure, giving notice within eight (8) working days after the event has been overcome.

CLAUSE 20 — INSURANCE

20.1 SELLER's policies. The SELLER shall maintain in force, at its own cost, the policies necessary to perform the Agreement, including, without limitation: Hull & Machinery, shipowner's liability (P&I), Cargo Insurance, environmental liability, Pollution Coverage, civil liability for personal injury and property damage and, during implementation, construction and erection insurance.

It shall also ensure that the vessels and carriers used maintain Hull & Machinery, P&I and other applicable insurance in force. Amounts and conditions shall be established in Annex F.

20.2 Evidence. The SELLER shall provide the BUYER with evidence of the policies before commencing the insured activity or risk — including the Implementation Stage — and maintain them throughout the term and until the risk ceases.

CLAUSE 21 — LIABILITY AND INDEMNITIES

21.1 SELLER's liability. The SELLER shall be liable for all damage, loss, contamination or claims arising from the Product and the logistics chain up to the Delivery Point, and shall indemnify the BUYER against third-party claims, whether administrative, judicial or extrajudicial.

21.2 Compliance with obligations to third parties. The SELLER shall fully comply with its obligations to third parties (subcontractors, carriers, port authorities), keeping the BUYER free from liability.

CLAUSE 22 — TERMINATION

22.1 Unilateral termination. The BUYER may declare the Agreement terminated early and unilaterally, among other cases, for: (a) material breach by the SELLER, including: failure to achieve implementation milestones or first delivery within the prescribed period; repeated shortfalls; lack of guarantees, insurance or permits; unjustified suspension; fraud; legal prohibition; fine threshold; violation of exclusivity if awarded; (b) bankruptcy or insolvency; (c) fines exceeding the established percentage; (d) suspension of performance without proven Force Majeure; (e) entering into the Agreement through fraud or contrary to a legal prohibition; (f) a final order committing the contractor or its representative to trial for related offenses; (g) violation of the marketing exclusivity provided in Clause 2.6; and (h) other cases provided for according to their nature.

22.2 Effects. In all cases of unilateral termination, the BUYER shall enforce the Performance Guarantee, requesting immediate payment of its full amount from the issuing bank, without prejudice to legal actions. Termination shall not extinguish confidentiality, indemnity, audit or dispute resolution obligations, or outstanding amounts.

22.3 Termination by mutual agreement. The Parties may terminate the Agreement by mutual agreement, recording outstanding obligations.

22.4 Final settlement. As this is a long-term agreement, closeout shall be documented in a Final Settlement Record executed by the Parties after verifying the total volume delivered and accepted and reconciling payments, fines, guarantees, claims and fulfillment of obligations. Guarantees shall be released only when the Record states that no amounts remain outstanding.

CLAUSE 23 — ASSIGNMENT SUBROGATION OR TRANSFER

23.1 Prohibition on assignment. The SELLER may not transfer or assign all or part of the rights and obligations under the Agreement to third parties without the BUYER's prior written consent. Any such

assignment shall be invalid, and the SELLER shall be liable for resulting damages and losses. This prohibition on assignment is independent of and without prejudice to the marketing exclusivity for the Product established in Clause 2.6, which is governed by its own terms.

CLAUSE 24 — CONFIDENTIALITY

24.1 Duty of confidentiality. The Parties shall keep exchanged technical, commercial and pricing information confidential, except for disclosure required by law, a competent authority or State oversight bodies.

CLAUSE 25 — ANTI-CORRUPTION COMPLIANCE AND SANCTIONS

25.1 Anti-corruption declaration. The SELLER declares that it has not offered and shall not offer any payment, loan, gift or improper advantage to any officer of the BUYER. It undertakes to comply with the laws and EP PETROECUADOR's internal regulations during the pre-contractual, contractual and post-contractual stages, and to ensure that its personnel, subcontractors and agents do not engage in corruption.

25.2 Consequences. Bribery, extortion, fraud and collusion are not permitted. Upon proof of a violation, the BUYER may terminate the Agreement immediately, observing due process, and the SELLER shall be liable for damages and under the law.

25.3 International sanctions. The SELLER warrants that the Product is not a hydrocarbon subject to sanctions worldwide and that it complies with the applicable international sanctions regime; it shall provide documentary evidence thereof.

25.4 Affidavit. The SELLER shall submit the Affidavit in Annex G together with the Performance Guarantee, complying with international legal formalities (apostille or consular legalization and translation into Spanish where applicable).

CLAUSE 26 — GOVERNING LAW DOMICILE AND DISPUTE RESOLUTION

26.1 Governing law. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Ecuador. The Spanish version shall prevail over any translation. All activities performed in Ecuador shall be subject to Ecuadorian regulations, and the SELLER shall obtain the corresponding permits and authorizations.

26.2 Domicile. For all purposes, the Parties establish their domicile in the city of Quito — Ecuador.

26.3 Dispute resolution. Any dispute shall be notified within twenty-four (24) hours of detection of the problem; the legal representatives shall attempt to resolve it within five (5) Days. If no agreement is reached, the Parties shall submit the dispute exclusively to the Administrative Litigation Court

sitting in Quito. Any claim filed outside that jurisdiction shall be null and void, and the Parties waive recourse to diplomatic or consular claims.

26.4 International arbitration alternative. Only where the international nature of LNG supply and EP PETROECUADOR's regulations permit may the Parties agree, in the corresponding Annex, to international arbitration, with the seat and governing law to be defined; absent an express agreement, Clause 26.3 shall apply.

CLAUSE 27 — NOTICES

27.1 Means. Notices shall be made in writing to the following addresses and email addresses designated by the Parties and shall take effect upon receipt. The SELLER shall keep the details of its attorney-in-fact or legal representative in Ecuador up to date.

SELLER:

Full name: [to be completed]

Telephone numbers: [to be completed]

Contact email address: [to be completed]

Legal domicile: [to be completed]

EP PETROECUADOR:

Alpallana E8-86 y Av. 6 de Diciembre

Quito – Ecuador

Email address: [to be completed]

CLAUSE 28 — GENERAL PROVISIONS

28.1 Incorporation. The Terms of Reference, the awarded offer, the other Annexes and EP PETROECUADOR's International Trade Regulations in force form an integral part of the Agreement.

28.2 Amendments. Once the award has been made, the Terms and Conditions may be amended only by written agreement between the Parties.

The agreed amendments shall form an integral part of the Agreement and shall prevail over the originally agreed provisions in respect of the matters amended.

28.3 Disqualifications. The SELLER declares that it is not subject to any disqualification from contracting with EP PETROECUADOR; should it become subject to any such disqualification, its award may be disqualified at any stage.

28.4 Language. The contractual language is Spanish; any version in another language is for reference only.

SIGNATURES

In witness of their acceptance, the Parties execute this Agreement in the city of Quito, on XX.

_____	_____
BUYER	**SELLER**
EP PETROECUADOR	Company name
General Manager / Delegate	Legal Representative / Attorney-in-fact

ANNEXES

The following Annexes form an integral and indivisible part of the Agreement. Their content shall be completed with the technical and commercial information from the process and shall conform to the awarded offer.

Annex A — Natural Gas Quality Specifications

The complete specifications and test methods shall be those approved in the Terms of Reference and the award. The following table is a technical basis subject to validation by the competent unit before signature.

Product 1 — LNG (delivery in Guayas and Puerto Bolívar)

LNG delivered in liquid phase via STS to a vessel on the Guayas River and via ISO tanks in Puerto Bolívar. The required specification is as follows:

Table 5.

LNG quality specification at the loading point (Product 1).

Parameter	Unit	Required specification
Methane (C_1)	% mol	≥ 87
Ethane and heavier hydrocarbons (C_{2+})	% mol	≤ 12
Nitrogen (N_2)	% mol	≤ 1.0
Gross calorific value (GCV, gas basis)	BTU/ft^3 (MJ/m^3)	1,020 – 1,120 (38 – 42)
Wobbe Index	BTU/ft^3	1,300 – 1,400
Hydrogen sulfide (H_2S)	mg/Nm^3	≤ 3.3
Total sulfur	mg/Nm^3	≤ 30
Delivery temperature	°C	≈ –160 (–155 to –162)
ISO tank pressure	barg	≤ 0.5 (low / near atmospheric)
LNG density	kg/m^3	430 – 470
Solids / impurities	–	Free of solids / impurities

Reference volume: approximately 10 MMCFD equivalent in the initial phase (aggregate industrial demand), with scalability.

Product 2 — Regasified natural gas (delivery at Termogas Machala)

Gas delivered in gaseous phase at the battery limit of the delivery point at Termogas Machala, suitable as fuel for the installed generation units. The required specification is as follows:

Table 6.

Regasified natural gas quality specification (Product 2).

Parameter	Unit	Required specification
Gross calorific value (GCV)	BTU/ft^3 (MJ/m^3)	1,000 – 1,100 (37.3 – 41.0)
Wobbe Index	BTU/ft^3 (MJ/m^3)	1,300 – 1,400 (48.5 – 52.2)
Methane (C_1)	% mol	≥ 88
Methane number (MN)	–	≥ 70 [to be confirmed according to TGM units]
Total inerts (N_2 + CO_2)	% mol	≤ 4
Carbon dioxide (CO_2)	% mol	≤ 2
Hydrogen sulfide (H_2S)	mg/m^3	≤ 5
Total sulfur	mg/m^3	≤ 20
Water content	mg/m^3 (lb/MMscf)	≤ 110 (≤ 7)
Water dew point	°C @ delivery pressure	≤ –5
Oxygen	% mol	≤ 0.2
Free solids / liquids	–	Free of solids / liquids
Delivery temperature	°C	2 – 50
Delivery pressure	barg	*[to be defined according to TGM fuel system; ref. 20 – 30]*

Annex B — Volume Program Schedule and Take-or-Pay

Take-or-Pay commitment: Sixty (60) MMCFD, calculated on an energy basis (MMBTU) and on the total sum of the volume actually delivered and accepted at each Delivery Point. The annual and monthly program by point shall be detailed in accordance with the awarded offer and operational planning.

Rates applicable to Take-or-Pay: Until the mandatory volume of sixty (60) MMCFD is reached, the rate per MMBTU corresponding to each Delivery Point shall apply to delivered and accepted volumes, pursuant to its respective price formula. Volumes from the different Delivery Points shall be aggregated on an energy basis (MMBTU).

Excess-volume rate: Once the mandatory volume of sixty (60) MMCFD is exceeded, the additional volume shall be subject to the excess-volume rate or discount offered by the SELLER and accepted by EP PETROECUADOR. Firm quantities, tolerances, make-up mechanisms and other parameters shall be established in accordance with the award.

B.2 Implementation and supply schedule: [to be defined]

Annex C — Price Formula and Benchmarks

Price formula for liquefied natural gas (LNG) delivered on the Guayas River to a vessel designated for that purpose.

$$PF_{RG} = Benchmark + \alpha + Freight + \beta$$

Sole benchmark: (Henry Hub HH NYMEX, arithmetic average for the loading month) * HH multiplier (e.g. 1.15)

α: liquefaction fee + insurance

Freight: maritime transportation cost from the place of origin of the gas molecule and unloading at Puerto Bolívar (USGC–Ecuador market reference rate).

β: corresponds to the components for delivery via small LNGC to a vessel on the Guayas River.

Price formula for liquefied natural gas (LNG) delivered into private customers' ISO tanks at Yilport (Puerto Bolívar).

$$PF_{PB} = Benchmark + \alpha + Freight + \sigma$$

Sole benchmark: (Henry Hub HH NYMEX, arithmetic average for the loading month) * HH multiplier (e.g. 1.15)

α: liquefaction fee + insurance

Freight: maritime transportation cost from the place of origin of the gas molecule and unloading at Puerto Bolívar (USGC–Ecuador market reference rate).

σ: corresponds to the components for LNG delivery at Puerto Bolívar, including: FSU, Isovessel, port fees and charges of the Puerto Bolívar concessionaire.

Price formula for regasified natural gas delivered at Termogas Machala (Bajo Alto).

$$PF_{TM} = PF_{PB} + \mu$$

μ: Corresponds to the components for delivery of regasified NG at Termogas Machala, including: overland transportation of ISO tanks, 3 to 5 days of storage in Bajo Alto, and regasification.

Cubic feet to BTU conversion factor: 1,017. Invoicing in MMBTU. Awarded Differential: [±] US$/MMBTU (in figures and words).

Base rate and excess-volume rate

The Participant shall indicate the base and excess-volume rates.

- Base rate: Payable on the volume ranging from 0 (zero) to sixty (60) MMCFD, applicable to Take-or-Pay.
- Excess-volume rate: For volumes above sixty (60) MMCFD, exceeding the Take-or-Pay commitment.

Annex D — Delivery Points Metering and Logistics

Delivery Point 1 — GYE: LNG via STS to a vessel designated for that purpose on the Guayas River, using a Small LNGC. Delivery Point 2 — Puerto Bolívar / Yilport: LNG delivered directly into private customers' ISO tanks; Puerto Bolívar is the scheme's fixed entry and delivery point. Delivery Point 3

— Termogas Machala / Bajo Alto: regasified natural gas delivered at the battery limit, with minimum storage of three (3) to five (5) days and temporary regasification facilities in accordance with the awarded solution. At all three points, title and risk transfer at the applicable DPU Delivery Point.

Annex E — Permit and License Matrix (SELLER's responsibility)

Permit / Procedure	Entity
Environmental license (complete process)	Ministry of Environment and Energy (MAE)
Entry into water space	DIRNEA / Navy / Harbor Master's Office
Use of Puerto Bolívar port facilities (subject to fees)	Yilport (Puerto Bolívar concessionaire)
FSU permits, ISO tank registration and certification, storage and transportation	SENAE, ARCH
Customs supporting documentation (customs clearance is performed by the BUYER)	SENAE (handled by EP PETROECUADOR)
Tank truck transportation permits	Ministry of Infrastructure and Transportation / ARCH

This matrix contains an illustrative, non-exhaustive list. The SELLER shall obtain and maintain in force, at its own cost, all permits, licenses, registrations, certifications and authorizations necessary to fulfill its obligations, even if not expressly included in this Annex.

Annex F — Guarantee Templates

Includes templates for: (i) Performance Guarantee (Performance Bond) for the amount established in the Invitation Fax, valid for 240 Days and renewable for 90-Day periods; (ii) Bid Bond (pre-contractual stage); and (iii) optional payment instruments (Irrevocable Letter of Credit / Standby Letter of Credit) and Parent Company Guarantee. Bank guarantees shall be issued by a domestic bank with an "A" rating and backed by a foreign bank on the list accepted by EP PETROECUADOR.

Annex G — Anti-Corruption Affidavit

Affidavit form submitted by the successful bidder together with the Performance Guarantee, declaring under oath that it has not offered gifts or engaged in corrupt practices, that the hydrocarbon is not a product subject to sanctions worldwide, and that neither the company nor its partners are subject to disqualification from contracting with the State. If executed abroad, it shall be submitted with an apostille or consular legalization and a translation into Spanish.