



Call for the Market Analysis to Develop a Gathering System

TRION Field

**Woodside Petróleo Operaciones de México,
S. de R.L. de C.V.**

Contract No. CNH-A1-TRION/2016





Call (*Convocatoria*) for the Market Analysis (*Análisis de Mercado*) to Develop a Gathering System (*Sistema de Recolección*) – TRION Field

Mexico City, March 14, 2023.

Woodside Petróleo Operaciones de México, S. de R.L. de C.V. (“Operator”), as the appointed Operator under Contract No. CNH-A1-TRION/2016, is in the process of advancing the development of the Trion field, located in the Perdido in Mexican waters of the Gulf of Mexico (the “**Trion Field**”), hereby announces the beginning of the Market Analysis (*Análisis de Mercado*) process (this “**Call**”) in accordance with the provisions of the Technical Guidelines in Matters of Gathering of Hydrocarbons (*Lineamientos Técnicos en Materia de Recolección de Hidrocarburos*) issued by the National Hydrocarbons Commission (*Comisión Nacional de Hidrocarburos*) (“**CNH**”), with the intent of making available to the market the Available Capacity in the Gathering pipeline (*ducto de Recolección*) that will be developed by the Operator to evacuate associated natural gas (“**Natural Gas**”) from the Trion Field (the “**Gathering System**”).

This Call is made in advance to the potential submission by Operator of a Development Plan for Extraction of Hydrocarbons to develop the Trion Field (the “**FDP**”). Construction of the Gathering System is contingent upon: (i) the submission by the Operator of the aforesaid FDP; and (ii) approval by the CNH of such proposed FDP.

The Gathering System consists in a 16” unprocessed natural gas pipeline that will begin in the semisubmersible Floating Production Unit to be located in the Trion Field and will run for approximately 140 kilometers to interconnect with the natural gas transportation system called “*Sur de Texas-Tuxpan*” operating under the Energy Regulatory Commission permit number G/20481/TRA/2017.

In accordance with section IV of article 3 and section I of article 7 of the Technical Guidelines in Matters of Gathering of Hydrocarbons, this Market Analysis is limited to the construction a new Gathering System via pipeline (*por medio de ductos*) as further described in the documents that constitute the Call.

The Call begins on March 14, 2023 and will end on April 4, 2023. As of the date of this publication, any additional information or clarification will be published as of in the following website: www.woodside.com/trion/eoi.

For any questions or comments on the Call, please send an email to the following email address: TrionProjectEOI@petroleumdeepwater.com

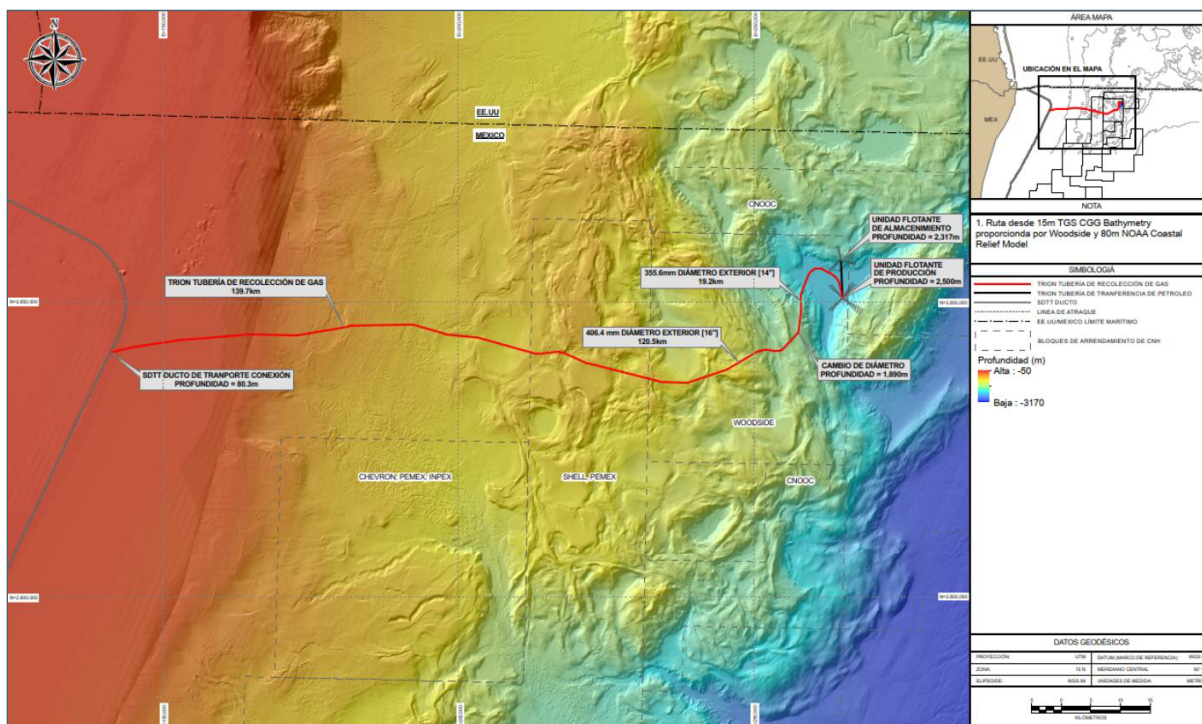
Sincerely,

Woodside Petróleo Operaciones de México, S. de R.L. de C.V.
Operator of Contract No. CNH-A1-TRION/2016

INTRODUCTION:

On March 3, 2017, the United Mexican States, represented by the Federal Executive through the National Hydrocarbons Commission (“**CNH**”), Pemex Exploración y Producción and Woodside Petróleo Operaciones de México, S. de R.L. de C.V. (formerly BHP Billiton Petróleo Operaciones de México, S. de R.L. de C.V.) (the “**Operator**”) entered into the Contract for the Exploration and Extraction of Hydrocarbons under License Modality (Deep Waters) No. CNH-A1-TRION/2016 (the “**Trion Contract**”).¹

As part of the development of the Trion field located within the Contract Area (the “**Trion Field**”), the Operator is contemplating the construction of a 16” Gathering pipeline that will evacuate the associated natural gas (“**Natural Gas**”) produced in the Trion Field (the “**Gathering System**”). The Gathering System will begin in the semisubmersible Floating Production Unit (“**FPU**” for its acronym in English) to be located in or about the Contract Area and will run for approximately 140 kilometers to its proposed interconnection point with the natural gas transportation system called “*Sur de Texas-Tuxpan*” operating under the Energy Regulatory Commission permit number G/20481/TRA/2017 (the “**SdTT System**”).



In accordance with Annex 13 of the Trion Contract and section I of article 7 of the Technical Guidelines in Matters of Gathering of Hydrocarbons published in the Federal Register (*Diario Oficial de la Federación*) on July 18, 2022 (the “**Gathering Guidelines**”) the Operator is required to conduct a Market Analysis in order to: (i) identify potential interest in the market; and (ii) make available to Applicants (*Solicitantes*) and Users (*Usuarios*) the Available Capacity (*Capacidad Disponible*) of the Gathering System to be constructed by the

¹ Capitalized terms not expressly defined herein shall have the meaning ascribed to them under the Technical Guidelines in Matters of Gathering of Hydrocarbons published in the Federal Register on July 18, 2022, and the Trion Contract, as the case may be. A public version of the executed Trion Contract is available at the following website: <https://www.rondasmexico.gob.mx/esp/contratos/>

Operator if and when the Development Plan for Extraction (*Plan de Desarrollo para la Extracción*) for the Trion Field is approved by CNH (the “**Market Analysis**” or “**Procedure**”, indistinctly).

The call (*convocatoria*) for this Market Analysis is published on the website of the CNH and other mass media, as required by section I of article 11 of the Gathering Guidelines.

The proposed Gathering System considers the supply of associated Natural Gas coming from the Trion Field and with delivery point in the SdTT System. A full technical description of all the equipment and components of the Gathering System is attached to this Procedure as **Annex “A”**.

This Market Analysis is being conducted according with the principles of maximum publicity and transparency to guarantee open and non-discriminatory access to the provision of natural gas Gathering services, according to the Gathering Guidelines.

DESCRIPTION OF THE MARKET ANALYSIS:

1. Summary of the Project; Capacity; Location and Services Offered.

The Gathering System represents the construction of new infrastructure for the purposes of article 6 of the Gathering Guidelines. The Operator intends to include the development of the Gathering System in the Development Plan for Extraction of Hydrocarbons for the Trion Field (the “**FDP**”). As such, this Market Analysis is intended to identify potential additional users of the Gathering System to determine any needs for additional capacity.

For a complete description of the proposed Gathering System and associated infrastructure in the Trion Field (including but not limited to services offered, capacity of the Gathering System, among others), please refer to **Annex “A”**.

The Gathering System is intended for development under paragraph d) in section II of the second paragraph of article 2 of the Gathering Guidelines.

2. Submission of the Development Plan for Extraction.

This Market Analysis and the Gathering System as contemplated herein may be subject to changes based on the review and approval process of the proposed FDP by the CNH. Furthermore, any results hereunder and the effectiveness of the Gathering Services Agreement will be subject to the condition precedent of the actual submission of the FDP by the Operator and the approval by CNH of the FDP contemplating the Gathering System.

3. Commencement of Procedure.

The Procedure commences on March 14, 2023 (the “**Start Date**”). The Procedure will have a duration of fifteen (15) business days, running from the Start Date and will conclude at 23:59 hours of April 4, 2023.

4. Reception of Requests.

Any persons interested in participating in the Procedure (“**Applicants**”) are required to complete and submit the Service Application which form is included to this Procedure as **Annex “B”**, through the communication means and addresses established in the following

sections of this Procedure. Service Applications will only be received by the Operator during the period of time indicated in Section 3 above (the “**Application Reception Period**”).

5. Service Applications.

- 5.1. Communications. Applicants are required to send the Service Application, duly completed, to the following address:

Woodside Petróleo Operaciones de México, S. de R.L. de C.V.
Attention to: Timothy J. Callahan
Av. Ejército Nacional 769, Torre B, Piso 3,
Colonia Granada, Alcaldía Miguel Hidalgo,
Ciudad de México, C.P. 11520
Telephone: +52 55 9156 9630
Email: TrionProjectEOI@petroleumdeepwater.com

- 5.2. Requirements of Service Applications. The Applicants must include and attach the following information and documents to the Service Application:

- (i) In the case of natural persons:
 - copy of official identification (passport, drivers’ license, voting card)
 - Tax situation certificate (*constancia de situación fiscal*) issued by the Mexican tax authorities
 - Executed Confidentiality Agreement, utilizing the form attached to this Procedure as **Annex “C”**.
- (ii) In the case of legal entities: simple copy of:
 - articles of incorporation or equivalent documentation
 - power of attorney of individual(s) signing the Service Application
 - For foreign entities, the power of attorney of the legal representative must be formalized in Mexico in accordance with applicable law
 - Tax situation certificate issued by the Mexican tax authorities
 - Executed Confidentiality Agreement
- (iii) For both (i) and (ii) above, a security deposit, bond, letter of credit or any other type of financial instrument or security acceptable to the Operator to guarantee the expenses and costs that Operator will incur in the review of the Application (the “**Application Guarantee**”). The Application Guarantee shall be issued or granted in favor of the Operator, for the amount of USD\$50.000,00 (fifty thousand dollars of the United States of America).

- 5.3. Correction of Service Applications. Should an Applicant detect an error in a Service Application already submitted to the Operator, the Applicant may only remedy the error within the Application Reception Period. In this case, the date of receipt of the amended Service Application shall be deemed to be the date on which the Applicant submitted the Service Applications.

6. Evaluation and Acceptance.

Once the Application Reception Period has ended, the Operator will have twenty (20) business days (the “**Service Application Evaluation Period**”) to review and evaluate the Service Applications received during the Application Reception Period. The formal evaluation

and assignment of Available Capacity will be based on the technical feasibility and economic viability, in accordance with the Gathering Guidelines.

The technical parameters and criteria on which the Service Applications will be evaluated are the following:

- 6.1. If one or more Applicants request Available Capacity and as a group, the Service Applications do not exceed the total Available Capacity:
 - (a) The capacity of the Gathering System will be awarded giving priority to the Applicant that offers the highest present value of income to the Operator until the total Available Capacity of the Gathering System is awarded;
 - (b) When and if there is a tie under criteria (i) above, the existing capacity will be awarded to the Applicant that first submitted the Service Application (first come, first served basis); and
 - (c) If the tie continues, the Available Capacity will be allocated on a pro-rated basis between the Service Applications in this situation.

The Operator reserves the right to reject (and therefore not consider or evaluate) any and all Service Applications that: (i) are submitted outside the Application Reception Period; (ii) lack any and all information established herein; (iii) does not follow the format established in this Procedure and (iv) contains deletions, amendments or unclear information. In addition to the foregoing, Operator may reject Service Application that are not technically feasible or economically viable in accordance with article 20 of the Gathering Guidelines.

7. Results of the Service Application Evaluation Period.

No later than ten (10) business days following the end of the Service Application Evaluation Period, the Operator will individually inform each Applicant of the results of the evaluation of the respective Service Application through a justified evaluation. This evaluation will be communicated either via email to the email address indicated in the Service Application or in the following website: www.woodside.com/trion/eoi (the “**Company Website**”).

If applicable, after notifying any successful Service Application to the relevant Applicant (each an “**Awarded Applicant**”), the Operator and Awarded Applicant, shall enter into the Gathering Services Agreement, which form is attached to this Procedure as **Annex “D”**, as further provided in Section 9 below.

In case there are rejected Service Applications, the Operator will individually notify such Applicants and provide a justified decision for the rejection.

Once all of the above occurs, the Operator will submit the results to the CNH within the period established by the Gathering Guidelines.

8. Investment and Metering Agreements.

Pursuant to the second paragraph of article 20 of the Gathering Guidelines, as part of the Procedure, including but not limited to Service Application Evaluation Period the Operator and any Applicants will evaluate whether any other agreements will be necessary, including but not limited to investment agreements to finance the development of the Gathering System and/or metering agreements to measure the volume and quality of Hydrocarbons received

and delivered by Operator or the operator of the receiving transportation system(s)(the “**Additional Agreements**”).

9. Execution of Agreements; Terms and Conditions for the Provision of the Gathering Service (TCPS).

Once the Market Analysis is concluded, if applicable, the Operator will send a model Gathering Services Agreement to the Awarded Applicants. The deadline to execute the Gathering Services Agreement will be forty-five (45) business days following the date the Operator sent the Gathering Services Agreement to the Awarded Applicant. Said term may be extended, as determined by the Operator, in case: (i) the Operator has submitted for approval the proposed TCPS in accordance with articles 21 and 22 of the Gathering Guidelines; or (ii) as permitted under the TCPS, whether proposed or already approved, the Awarded Applicants and the Operator are negotiating special terms and conditions of the Gathering Services Agreement.

In case there are one or more Awarded Applicants, and the Gathering Services Agreement is executed before the CNH approves the TCPS proposed by the Operator, the model Gathering Services Agreement shall be adjusted to reflect, and be consistent with, the approved TCPS by CNH.

10. Types of Service.

In accordance with article 16 of the Gathering Guidelines, the Operator may provide two (2) types of services in the Gathering System:

- Contract Reserve: service modality in which the Awarded Applicant(s) enter into a Gathering Services Agreement with the Operator to reserve capacity in the Gathering System, in which case the Awarded Applicant(s) secures rights over the use of such capacity; or
- Common Use: service modality in which the Awarded Applicant(s) enter into a Gathering Services Agreement with the Operator through which the Awarded Applicant(s) may access to the services without securing rights or Contract Reserve commitments.

11. Applicable Rates.

Subject to Section 9 above, once the Service Applications have been received, assessed, and accepted, the Gathering Services Agreement will be executed. The Gathering Services Agreement will contain the rate(s) determined in accordance with Annex 13 to the Trion Contract in accordance with article 30 of the Gathering Guidelines. As of the date of this Market Analysis, the applicable preliminary rate(s) are as follows:

Uninterruptible (Firm Base) Service Charge	Unit	Gathering ²
Capacity Charge	Pesos/Gigajoule	14.82

² Preliminary rate subject to change based on actual associated cost to construct the Gathering System and Interconnection and exchange rates of foreign currencies.

12. Additional Information and Guarantees.

The Operator may cancel or suspend the Procedure before the execution of the Gathering Services Agreement, without incurring any liability or penalty whatsoever with third parties or the Applicants, in which case the Operator will: (i) reimburse the Application Guarantee (in case of security deposits); and/or (ii) return the applicable Application Guarantee to the Applicant within a term not to exceed fifteen (15) business days following the cancellation or suspension, as the case may be for any of the circumstances described below:

1. **Acts of God or Force Majeure.** These shall be understood as any act of man or event of nature, foreseen or unforeseeable but unavoidable, that makes it impossible or hinders the affected party to comply with any of its obligations established herein, provided that: (a) is beyond the control of the affected party; (b) is not the result of the fault or negligence of the affected party; and (c) could not have been prevented or avoided by the affected party by the performance of due diligence and the expenditure of reasonable amounts of money considering the scope of the gathering service to perform. The foregoing includes but is not limited to: (i) natural phenomena and disasters such as fires, floods, lightning, frost, tsunamis, storms and earthquakes.; (ii) transportation and production disasters, whether in land, air or maritime; (iii) wars, declared or undeclared, trade embargoes between nations, insurrections, coups, declared states of emergency; (iv) strikes or other labor disputes in the United Mexican States that are not due or motivated by the breach of any agreement and/or labor relation by the affected party; (v) acts of terrorism, sabotage and/or civil disturbances; (vi) acts of a governmental authority that are not voluntarily induced by the affected party or any of its affiliates (provided that neither party shall be considered an affiliate of the other party), and that are not the result of a breach of the affected party's obligations; and (vii) changes in the applicable regulatory framework that directly impact the Applicants and/or Operator.
2. **Changes in International and Domestic energy markets that negatively affect the construction and development of the Gathering System.**

In the event of cancellation or suspension of the Market Analysis, before the execution of the Gathering Services Agreement, the Operator will inform the Applicants of the details and reasons of such event and will proceed to publish it in the Company Website. Once the publication is made, the Operator will have a period of thirty (30) business days counted as of the date of the publication to inform (a) if the Procedure will continue; or (b) the Procedure will not continue, case in which the Operator will notify the Applicants, as soon as reasonably possible, about the cancellation of the Procedure. In the case of (b) above, the Operator will inform the Applicants the specifics of such cancellation in no more than ten (10) business days and will proceed to refund or return, as the case may be, the Application Guarantees as provided above.

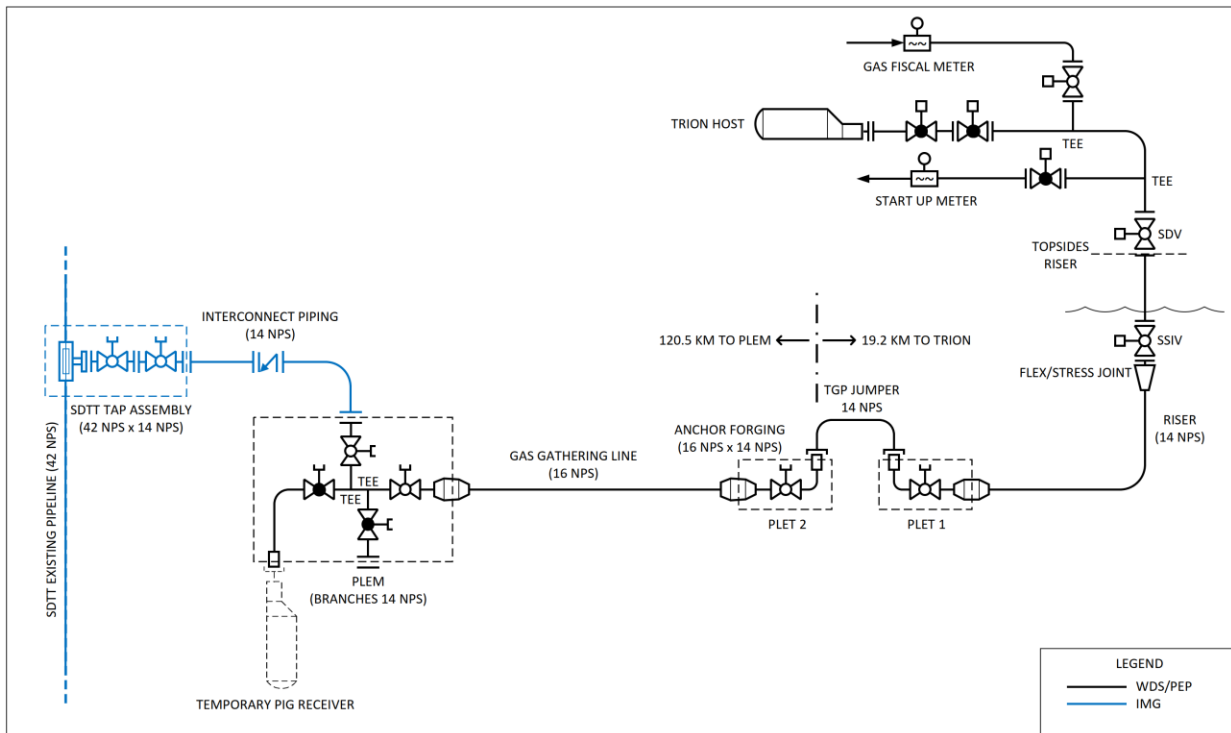
Should the Applicants have any questions or comments, use the email address established in Section 5 above.

ANNEX “A”

The development concept for the Trion Field requires a new marine natural gas gathering pipeline to deliver the Natural Gas for sales when the Natural Gas is not being reinjected into the Trion reservoir for pressure management and enhanced oil recovery.

The Gathering System will originate from the Trion FPU and extend approximately 140km to the point where it connects to the SdTT. The pipeline of the Gathering System will be 16” in diameter and will connect subsea with SdTT.

A schematic illustration of the Gathering System is below:



Note: This image is for illustrative purposes only and therefore is subject to change or adjustments once the Gathering System is installed.



ANNEX “B”

Service Application/ Contact Information

1. Type of Service

- a. Common Use ()
- b. Contract Reserve ()

2. Service request start date ()

End of service request date ()
 Indefinite period requested Yes() No()

3. Maximum contractual daily requested quantity (specify in each measure below)

() gcal/d () gjoules/d ()m3/d

4. Requested receipt point(s) constituting the source of the conducted Gas.

5. Requested delivery point(s):

6. Notices

Location/Address ()
 City, State, Code ()
 Attention to ()
 Phone ()
 E-mail Address ()
 Accept notifications through the email address stated above: Yes () No ()

Send invoices to:

Street or P.O. Box ()
 City, State, Code ()
 Attention to: ()
 E-mail Address: ()

7. Name of User

Dispatcher for 24/h contact ()
 Phone ()
 E-mail Address ()

Applicants /User hereby certifies that it will be the rightful owner of the Gas (or act as agent for owners thereof) to be delivered to the Operator for conduction through the Gathering System and has/will have all the necessary executed agreements to secure the all the contracted capacity.

The Applicants /User certifies and declares under oath that the information inserted here is certain, complete and true.

Applicants /User Name: _____
 Legal representative name and wet signature:
 (_____).



Date: (_____).

ANNEX “C”

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT



**WOODSIDE PETRÓLEO OPERACIONES DE MÉXICO,
S. DE R.L. DE C.V.**

AND

(APPLICANT)

CONTRACT SPECIFICS

Operator	Woodside Petróleo Operaciones de México, S. de R.L. de C.V. <i>Insert email</i> Ejército Nacional No. 769, Torre B, Piso 3, Col. Granada, Miguel Hidalgo, Ciudad de México 11520.
Applicant	<i>Insert the Applicant full name</i> <i>Applicant full address</i>
Approved Purpose or Transaction	Recipient will use the Confidential Information for: Woodside Petróleo Operaciones de México, S. de R.L. de C.V., as the appointed Operator under Contract No. CNH-A1-TRION/2016, is in the process of advancing the development of the Trion field, located in the Perdido in Mexican waters of the Gulf of Mexico (the “ Trion Field ”), reason by which it has the intent of making available to the market the Available Capacity in the Gathering System that will be developed by the Operator to evacuate associated Natural Gas from the Trion Field (the “ Gathering System ”). Given the aforementioned, the Operator announces the beginning of the (“ Market Analysis ”) process (the “ Call ”) in accordance with the provisions of the Technical Guidelines in Matters of Gathering of Hydrocarbons (<i>Lineamientos Técnicos en Materia de Recolección de Hidrocarburos</i>) issued by the National Hydrocarbons Commission (<i>Comisión Nacional de Hidrocarburos</i>) (“ CNH ”). Because of said Market Analysis and Call process the Provider will need to share Confidential Information with the Recipient.
Term	A period of (5) five years from the Start Date.
Start Date	<i>Insert Date of execution of these Agreement or the Start of activities of the Approved Purpose. Whichever is first</i>
Provider	The Party which discloses Confidential Information to the other Party.
Recipient	The Party to which Confidential Information is disclosed by the other Party.
Jurisdiction	Federal laws of Mexico.
Exhibits	EXHIBIT A - Standard Terms and Conditions for Mexican Technical Data.

Annex "C" – Trion Gathering System – Market Analysis

Exhibit A shall only apply to the extent the Confidential Information includes Technical Data (as defined in Exhibit A) and only in respect of such Technical Data.

STANDARD TERMS AND CONDITIONS

1. Definitions and Interpretations

In this Agreement (unless the context otherwise requires):

Agreement means this Confidentiality Agreement and includes the Contract Specifics and these Standard Terms and Conditions.

Approved Purpose means the approved purpose specified in the Contract Specifics.

Area has the meaning given in the Contract Specifics and defined in the Exhibit(s).

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Operator is the Woodside Energy entity named as such in the Contract Specifics.

Confidential Information means all information furnished or otherwise made available at any time by Provider (or on its behalf) to the Recipient, its Related Entities and its Representatives or otherwise acquired by Recipient, its Related Entities and its Representatives in connection with the Provider, its Related Entities, the Approved Purpose and the Transaction regardless of whether provided orally, in writing, electronically or via other technology or media, either before or after the Start Date. Confidential Information includes, but is not limited to, information concerning Provider's and its Related Entities' business, financial condition, operations, engineering, products, services, marketing plans, marketing agreements customers, business policies and practices, Technical Data, reports, information, intellectual property, models, analysis, estimates, interpretations, contractual information, ideas, or other technical, financial or strategic information. Confidential Information may include proprietary information and may include information licensed from third parties (hereafter called "**Speculative Information**"). Any information furnished by Related Entities of Provider or Representatives of Provider in connection with the Transaction will be deemed furnished by Provider for purposes of this Agreement. Confidential Information does not include information that:

- (a) is or becomes public knowledge other than by a breach of this Agreement;
- (b) is already known by the Recipient, its Related Entities or its Representatives, without restriction in relation to disclosure before the date of this Agreement; or
- (c) has been independently acquired by the Recipient from a source which was not subject to a duty of confidentiality to the Provider (but only if, to Recipient's knowledge, the source is not prohibited from disclosing such Confidential Information to Recipient).

Contract Specifics means the schedule of contract information with that name forming part of this Agreement.

Applicant is the Party named as such in the Contract Specifics.

Annex “C” – Trion Gathering System – Market Analysis

CSI means such Confidential Information that Provider deems, in its sole discretion, is competitively sensitive and disclosure of which may present a risk of contravention of any applicable competition Laws and regulations.

Jurisdiction is the jurisdiction identified as such in the Contract Specifics.

Language means English unless otherwise specified in the Contract Specifics.

Law is:

- (a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- (b) common law and equity (if applicable); and
- (c) Authority requirements, guidelines, consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

Party means the Operator or the Applicant, and a reference to **Parties** is a reference to both of them.

Person means any individual, body corporate, corporation, partnership, limited liability company, joint venture, unincorporated organization, trust, governmental authority or other entity.

Provider is the Party described as such in the Contract Specifics.

Recipient is the Party described as such in the Contract Specifics.

Related Entity means, in relation to a Party or other entity, an entity which is:

- (a) a controlling company;
- (b) a controlled company; or
- (c) a controlled company of a controlling company,

of that Party or other entity and in respect of the Operator includes:

- (a) Woodside Energy Group Ltd.;
- (b) any entity controlled by Woodside Energy Group Ltd.;
- (c) any entity controlled by Woodside Energy Group Ltd. taking into account the aggregate percentage interests of their respective direct or indirect shareholdings in that entity; or
- (d) any entity controlling or controlled by the entities referred to in this definition.

For the purposes of this definition, one entity controls another when at the relevant time:

- (a) it owns either directly or indirectly, or is otherwise in a position to cast or control the casting of, not less than 50% of the shares entitled to vote at general meetings of that other entity; or
- (b) it controls the composition of a majority of the members of the board of directors or other governing body of that other entity,

and “controlled” and “controlling” shall be construed accordingly.

Annex “C” – Trion Gathering System – Market Analysis

Representative means directors, officers, members, partners, employees, attorneys, auditors, agents, other professional advisers (including without limitation, consultants, accountants and financial advisors), potential financing sources, and bankers of a Party or of its Related Entities.

Speculative Information has the meaning given in the Confidential Information paragraph.

Start Date is the date identified as such in the Contract Specifics.

Term is the period identified as such in the Contract Specifics.

Transaction has the meaning given in the Contract Specifics.

Interpretations - Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:

- (a) The plural and singular words each include the other.
- (b) The masculine, feminine and neuter genders each include the others.
- (c) The word “or” is not exclusive.
- (d) The word “includes” and “including” are not limiting, but are terms of enlargement so other items or components are includable although not specifically expressed.

2. Provision and Use of Confidential Information

- 2.1. Recipient agrees to keep all Confidential Information confidential, and not disclose any Confidential Information to a third party without Provider’s prior written consent, except as permitted in Clauses 2.3 and 2.7. Recipient will use the Confidential Information solely for the Approved Purpose. Recipient acknowledges the competitive value of the Confidential Information and that such information is a trade secret. For the avoidance of doubt, Recipient will not, nor will it allow any of its Related Entities or its Representatives, to use any of the Confidential Information, including the CSI, in the course of entering into any trades, sales, agreements, leases, or contracts, including without limitation agreements for the sale, purchase, lease, procurement, marketing, gathering, or transportation of crude oil, natural gas, natural gas liquids, electricity, or other goods and services, as well as the acquisition of any entity the primary purpose of which is the sale, purchase, lease, procurement, marketing, gathering, or transportation of crude oil, natural gas, natural gas liquids, electricity, or other goods and services.
- 2.2. The Recipient gives the undertakings in this Agreement in consideration of the Provider disclosing the Confidential Information or, where applicable, in consideration of any payment made by Provider to Recipient for services rendered by Recipient. Any payment made by Provider to Recipient shall be deemed to include the consideration necessary for the undertakings of Recipient under this Agreement.
- 2.3. Subject to Clauses 2.4 and 2.5, the Recipient may disclose the Confidential Information to its Related Entities and Representatives who need to know the Confidential Information to evaluate the Transaction.

Annex "C" – Trion Gathering System – Market Analysis

- 2.4. The Recipient will, prior to any such disclosure, inform its Related Entities and Representatives of the terms of this Agreement and the requirement that the Recipient's Related Entities and Representatives comply with this Agreement. If requested by Provider, Recipient shall obtain a written undertaking of confidentiality from its Related Entities and Representatives, enforceable by either Provider or Recipient, substantially in the same form and content as this Agreement, and shall deliver a copy of any such written undertaking to Provider. Recipient will be responsible for any breach of this agreement by any Related Entity or Representative to whom Recipient furnishes Confidential Information pursuant as if Recipient had committed the breach.
- 2.5. The Recipient must, and must ensure that its Related Entities and its Representatives,
 - (a) preserve the confidentiality of the Confidential Information;
 - (b) use the Confidential Information only as necessary for the Approved Purpose;
 - (c) disclose the Confidential Information only to Related Entities or Representatives who need the information for the Approved Purpose; and
 - (d) to whom Confidential Information has been disclosed, whether or not still employed or engaged in that capacity, do not take any actions or omissions which, if committed by the Recipient, would be a breach of the Recipient's obligations under this Agreement.
- 2.6. Except as may be required by Law or rules of an applicable stock exchange, without the prior written consent of the Provider, Recipient may not disclose to any Person (other than a Related Entity and a Representative):
 - (a) the fact that the Confidential Information has been made available to the Recipient or that the Recipient has inspected any part of the Confidential Information;
 - (b) that any discussions about the Approved Purpose or the Transaction are taking place between the Parties; or
 - (c) any other facts with respect to such discussions, including the terms, conditions and status thereof.
- 2.7. Subject to Clause 2.9, the Recipient's obligation not to disclose Confidential Information does not apply to disclosures to the extent that they are:
 - (a) required by Law, including disclosure to any stock exchange;
 - (b) ordered by any court, tribunal or Authority; or
 - (c) made to its legal advisers or auditors.
- 2.8. Even if the Recipient is entitled to disclose Confidential Information without the prior written approval of the Provider, the Recipient must:
 - (a) otherwise keep the Confidential Information confidential; and
 - (b) ensure, as far as possible, that any Person or entity to whom the Confidential Information is disclosed keeps the Confidential Information confidential in accordance with this Agreement.

Annex "C" – Trion Gathering System – Market Analysis

- 2.9. Before making any disclosure pursuant to Clause 2.7(a) or 2.7(b) the Recipient must:
 - (a) give the Provider details of the reasons for the disclosure and a copy of the information which the Recipient proposes to disclose;
 - (b) where reasonably possible, provide the Provider with sufficient notice to enable the Provider to seek a protective order or other remedy; and
 - (c) provide reasonable assistance to the Provider to prevent or limit that disclosure of the Confidential Information including, if possible, by making such amendments to the terms of the disclosure as may be requested by the Provider.
- 2.10. The Recipient must promptly inform the Provider immediately if it becomes aware or suspects that there has been a breach of its obligations under this Agreement.
- 2.11. Subject to Clause 3.4(a), the Recipient's obligations under this Agreement continue for the duration of the Term notwithstanding that the Approved Purpose may have come to an end.

3. Return of Confidential Information

- 3.1. The Confidential Information remains the property of Provider and Recipient shall acquire no proprietary interest in or right to the Confidential Information.
- 3.2. Subject to Clause 0, the Recipient, its Related Entities and Representatives must, on demand by the Provider to Recipient, either:
 - (a) return to the Provider; or
 - (b) destroy and confirm in writing to the Provider that it has destroyed, all documents, electronic media, emails, notes, and all other materials in any medium in the possession, power or control of the Recipient, its Related Entities or its Representatives which contain any Confidential Information.
- 3.3. Notwithstanding the provisions of Clause 3.2:
 - (a) the Recipient may retain in its possession one copy of documents which may incorporate Confidential Information and which have been submitted to its management for decision making purposes;
 - (b) the Recipient, its Related Entities and its Representatives may retain any Confidential Information which is required to be retained by Law or for the purposes of compliance with any relevant professional standards or insurance policies;
 - (c) to the extent that the Recipient's computer back-up procedures, or those of its Related Entities and its Representatives to whom Confidential Information has been disclosed, create copies of Confidential Information, those entities may retain those copies for the period backed-up computer records are normally archived by the relevant entity; and
 - (d) any Confidential Information retained under paragraphs (a), (b) or (c) shall remain subject to the provisions of this Agreement until it is destroyed.
- 3.4. Return or destruction of the documents and other materials referred to in Clause 3.2:

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- (a) releases the Recipient from any further obligations pursuant to that clause; but
- (b) does not release the Recipient, its Related Entities and its Representatives from their other obligations under this Agreement.

The Recipient and its Related Entities will continue to be bound by the obligations in this Agreement following the return or destruction of the Confidential Information.

- 3.5. The terms of this Clause 3 will survive termination or cancellation of this Agreement.

4. Disclaimer

- 4.1. The Confidential Information will be disclosed by Provider, its Related Entities and its Representatives on an “AS IS, WHERE IS” basis. Provider, its Related Entities and its Representatives make no representations or warranties, express or implied, regarding the quality, quantity, value, condition, materiality, validity, completeness, or accuracy of the Confidential Information or the Approved Purpose.
- 4.2. The Recipient agrees to make its own independent assessment of all information disclosed by the Provider, its Related Entities and its Representatives and to satisfy itself as to the accuracy and completeness of that information. Any decision or action Recipient or its Related Entities and its Representatives take as a result of the Confidential Information will be based solely upon their independent judgment.
- 4.3. Subject to any Law to the contrary, and to the maximum extent permitted by Law, the Provider, its Related Entities and its Representatives disclaim all liability for any loss or damage (whether foreseeable or not) suffered by any Person acting on any information disclosed by the Provider, its Related Entities and its Representatives whether the loss or damage arises in connection with any negligence, default or lack of care on the part of the Provider or, its Related Entities and its Representatives, any misrepresentation or any other cause.
- 4.4. **The Recipient agrees to release, defend, indemnify and hold harmless Provider, its Related Entities and its Representatives from and against any claim by Recipient, its Related Entities and its Representatives related to use, quality, quantity, value, condition, materiality, validity, completeness, or accuracy of any Confidential Information disclosed.**
- 4.5. For the purposes of clauses 4.1 and 4.3, the Provider is deemed to be contracting on behalf of itself as well as acting for its Related Entities and its Representatives from time to time, and those Persons are to be deemed Parties to this Agreement.
- 4.6. The provisions of this clause 4 shall not apply with respect to Technical Data, as defined in Exhibit A below, provided by Provider to Recipient for data processing services.
- 4.7. The terms of this clause 4 will survive termination or cancellation of this Agreement.

5. Injunctive Relief

- 5.1. The Recipient acknowledges that damages may not be a sufficient remedy for any breach of this Agreement and the Provider may be entitled to specific performance or injunctive relief (as appropriate), without the posting of a bond or other security, as a remedy for any breach by the Recipient, in addition to any other remedies available to the Provider at Law.
- 5.2. The Recipient agrees to reimburse Provider and its Related Entities for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement if a court of competent jurisdiction determines that the Recipient violated the terms and conditions of this Agreement.
- 5.3. The terms of this clause 5 will survive termination or cancellation of this agreement.

6. Notices

- 6.1 Any notice, approval, consent or other communication in relation to this Agreement must be:
 - (a) in writing; and
 - (b) delivered by hand or by prepaid, registered or certified mail to the address, or sent to the facsimile number, or sent electronically as an attachment to an email to the email address set out for the relevant Party in the Contract Specifics.
- 6.2 A notice, approval, consent or other communication is effective:
 - (a) if delivered by hand, on the date it is delivered to the addressee;
 - (b) if mailed to an address in the city of dispatch, on the date which is three days after the date of dispatch;
 - (c) if mailed to a city other than the city of dispatch, on the date which is seven days after the date of dispatch;
 - (d) if sent by facsimile, on the date send-back confirmation of its receipt by the addressee's facsimile is received by the sender; or
 - (e) if sent electronically:
 - (i) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (ii) if the sender's email system does not generate a delivery confirmation report within 12 hours of the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is 12 hours from the time the email was sent,

unless a later time is specified in the notice, approval, consent or other communication.
- 6.3 A notice, approval, consent or other communication received after 5pm in the place of receipt is taken to be received on the next business day in the place of receipt.

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- 6.4 A Party may, from time to time, notify the other Party in writing of any change to its address details for the purposes of Clause 6.1(b).
- 6.5 An email does not itself constitute a notice, approval, consent or other communication, but a notice, approval, consent or other communication may be transmitted as an attachment to an email.
- 6.6 This clause does not prevent normal day-to-day communications between the Parties taking place by email.

7. **Law of this Agreement**

- 7.1 This Agreement is governed by and will be construed in accordance with the laws of the Jurisdiction without regard to conflict of law principles.
- 7.2 Any legal action, suit, or proceeding with respect to this Agreement will be brought exclusively in a federal or state court in the county and state of the Jurisdiction.
- 7.3 The terms of this Clause 7 will survive termination or cancellation of this Agreement.

8. **General**

- 8.1 The Provider may terminate this agreement prior the expiration of the Term by providing written notice to the Recipient. If both the Operator and the Applicant are Providers of Confidential Information under this Agreement, then both Parties must agree to terminate this Agreement prior to the expiration of the Term.
- 8.2 The terms and conditions of this Agreement may only be amended or its provisions waived in writing by the Parties and signed by an authorized representative of each Party.
- 8.3 The non-exercise of, or a delay in exercising, any power or right by a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right by that Party.
- 8.4 A Party must not assign or novate its rights or obligations under this Agreement without the prior consent of the other Party.
- 8.5 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all other discussions, representations, statements and agreements in respect of the Confidential Information made or given prior to the date of this Agreement.
- 8.6 Other than with respect to the rights and obligations expressly set forth in this Agreement, no contract or agreement providing for the Transaction or any other business arrangement or transaction, including a partnership, among the Parties or their Related Entities by virtue of this Agreement or the providing of Confidential Information pursuant hereto will be implied or deemed to exist unless and until the Parties have their corporate approvals to enter into and a definitive agreement has

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been executed and delivered by the Parties. Furthermore, unless and until a definitive agreement is executed by an authorized representative of each Party having the express authority to bind such Party, neither Party nor any Related Entity of any Party will have any obligation of any kind whatsoever, at law, by statute, equity, tort, strict liability or otherwise, with respect to the Transaction or any such business arrangement or transaction, and either Party may terminate any negotiations towards such a definitive agreement at any time for any reason or for no reason. For purposes of this Agreement, “definitive agreement” does not include a non-binding executed letter of intent, memorandum of understanding or deal sheet or any other preliminary written agreement.

- 8.7 This Agreement does not obligate either Party to deal exclusively with the other Party in relation to the Approved Purpose or the Transaction, and Provider is under no obligation to provide any Confidential Information to Recipient.
- 8.8 This Agreement may be executed in counterparts and delivered by facsimile or other means of electronic transmission, each of which when executed and delivered will be deemed to be an original, but all of which when taken together will constitute one and the same agreement. At the request of either Party, the Parties hereto will confirm facsimile transmitted signatures by signing an original document for delivery between them.

EXECUTION OF THE AGREEMENT

IN WITNESS of their agreement each Party has caused its duly authorized representative to sign this instrument effective the Start Date in the Contract Specifics.

Signed:

OPERATOR

By: _____
Printed Name: _____
Title: Legal Representative _____

APPLICANT

By: _____
Printed Name: _____
Title: Legal Representative _____

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS FOR MEXICAN TECHNICAL DATA

This Exhibit A shall only apply (i) if the Confidential Information provided by Provider to Recipient includes Technical Data (as defined below) and (ii) in respect of such Technical Data. In case of conflict between the provisions of this Exhibit A and the provisions of the body of the Agreement, the provisions of this Exhibit A shall prevail.

1. DEFINITIONS

CNH means the Mexican National Hydrocarbons Commission (*Comisión Nacional de Hidrocarburos*);

CNH Data License means a Technical Data use license(s) granted by CNH to Provider.

CNH Lease means any oil and gas exploration and/or extraction contract, license or concession granted by the Mexican government through the CNH or any other authority.

CNH Data Regulation means the Guidelines for the Use and Delivery of Information to the National Hydrocarbons Center (*Lineamientos para el Uso y Entrega de Información al Centro Nacional de Hidrocarburos*).

Demonstration means the disclosure of data under direct control and supervision of Provider, through which Recipient is only able to view it and, where appropriate, obtain presentations or documents that do not imply, in any way, access, delivery or the transfer of data.

Technical Data means all data and information obtained from, or related with, Mexican oil and gas blocks, including but not limited to: geological, geophysical, petrophysical, petrochemical and geochemical data and samples, including, or derived from, the acquisition, processing, reprocessing, interpretation and geological interpretation of 2D, 3D and multicomponent 3C seismic data; the pre-process, seismic data interpretation, derivatives, velocity model and migration, in depth and in time; magnetic, gravimetric, geoelectric and magnetotelluric, and any other data acquisition via any other means; core samples, plugs, drill-cuttings, thin sections, similar products and related analysis; engineering information, geological physical samples for lab testing, well log records, progress reports, studies, spreadsheets and data bases, and any other documents related with oil and gas exploration, appraisal, extraction and production activities. This term includes any data or information created, prepared, generated, evaluated by Recipient from, or using, the data provided by Provider under this Agreement.

2. TERMS AND CONDITIONS

2.1 The Parties represent and acknowledges the following:

- (a) The Technical Data is being provided by Provider to Recipient either:
 - (i) as part of a consulting and/or processing and/or reprocessing and/or storage and/or similar agreement / purchase order with Provider or with a vendor/supplier of Provider, for the exclusive use and benefit of Provider ("**Service Agreement**"); and/or
 - (ii) as part of the desire of Provider to carry out a Demonstration of Technical Data in favour of Recipient in order (a) to facilitate the evaluation of a proposed subcontracting agreement, and/or (b) to carry out an acquisition, whether direct or indirect, total or partial, voluntary or by law, and whether by merger, equity interest exchange, asset or share purchase sale, or by any other form of ownership transfer, or any transaction with Provider ("**Prospective Transaction**").
- (b) The Technical Data is owned by the Mexican government and is subject to the Mexican federal government property regime.

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- (c) The use of the Technical Data is subject to the provisions contained in either (a) the CNH Data Regulation, and/or (b) a CNH Data License, and/or (c) a CNH Lease, and is deemed therefore confidential information of Provider.
 - (d) The Technical Data cannot be commercialized, encumbered, or disposed of by any means, whether directly or through a different Person, including Related Entities.
 - (e) CNH shall have, at all times, the exclusive right to grant a CNH Data License to any person different from Provider, subject to the CNH Data Regulation.
- 2.2 The Parties agree that:
- (a) Recipient shall:
 - (i) Keep the Technical Data under strict confidentiality;
 - (ii) Not reveal, disclose, publish, deliver or in any other way disseminate the Technical Data, directly or indirectly, to any other Person different from Recipient or Related Entities;
 - (iii) Not use the Technical Data for any purpose other than to fulfill the objective of the Service Agreement and/or the Prospective Transaction and/or the Approved Purpose;
 - (iv) Not open nor retrieve the Technical Data from the premises of Provider, without confirming with Provider that CNH has been notified with the purpose of this Agreement;
 - (v) Not copy, replicate, photograph, film, or duplicate the Technical Data or transcribe it;
 - (vi) Not transfer, sell, convey, sublease, assign, lease, license, sublicense, exchange, commercialize, publish, place a lien on, or in any other way dispose of the Technical Data or affect its value, whether voluntarily or involuntarily, or in any other way;
 - (vii) Stamp, in printed form (where applicable), the following notice of restrictive use on the product obtained upon work performed or the use given to the Technical Data by Recipient under this Agreement, the underlying Service Agreement or Prospective Agreement (reports, electronic data storage units, sample containers, and similar objects):
**“NOTICE
This information is the property of the National Hydrocarbons Commission (“CNH”). The use of this data is restricted to the holder of a non-exclusive use license and/or Mexican data licensing regulation and/or an oil & gas lease, and is subject to the confidentiality terms contained therein.”**
 - (b) Recipient shall return, and provide Provider with, the totality of the Technical Data in its possession, storage, custody or control once the subject matter objectives of the Service Agreement or Prospective Transaction are met, and shall not keep or retain any copy or transcription of the Technical Data;
 - (c) The obligations under this Exhibit A shall remain in force during a (5) five year term after the termination of this Agreements.
3. **Recipient agrees to defend, indemnify and hold harmless Provider, its Related Entities and its Representatives from and against any claim, action, fine, penalty, judgement, resolution, damages, costs, expense, including reasonable attorney’s fees, resulting from or arising out of the breach by Recipient, its Related Entities and Representatives of any of the provisions contained in this Exhibit A.**

ANNEX “D”

GATHERING SERVICES AGREEMENT

GATHERING SERVICES AGREEMENT (THIS “AGREEMENT”) MADE AND ENTERED INTO BY AND BETWEEN WOODSIDE PETRÓLEO OPERACIONES DE MÉXICO, S. DE R.L. DE C.V. (“WDS” OR “SERVICE PROVIDER”); AND [REDACTED] (“USER”); SUBJECT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES:

RECITALS

FIRST. On March 3, 2017, WDS, Pemex Exploración y Producción and the United Mexican States through the National Hydrocarbons Commission (“**CNH**”) executed the Contract for the Exploration and Extraction of Hydrocarbons under the Modality of License (Deep Waters) No. CNH-A1-TRION/2016 (the “**License**”).

SECOND. On March 14, 2023, the Service Provider announced the Call for the Market Analysis to Develop a Gathering System in accordance with the rules of Annex 13 to the License and the Technical Guidelines on Matters of Gathering of Hydrocarbons (the “**Gathering Guidelines**”) issued by the CNH, which rules and procedure was published in, among others, the official website of the CNH and Company Website (the “**Market Analysis**”).

THIRD. On [●], [2023], through Resolution [●], the CNH approved the Development Plan for Extraction of Hydrocarbons for the Trion Field, contemplating the Gathering System.

REPRESENTATIONS

A. Service Provider represents:

- I.** That WDS is a limited liability company duly incorporated in accordance with the laws of the United Mexican States, as evidenced in public deed number 49,766 dated as of December 11, 2014, passed before the authority of Mr. Héctor Manuel Cárdenas Villarreal, notary public number 201 of the City of Mexico, which first notarial copy was recorded in the Public Registry of Commerce under commercial folio: 527497.
- II.** That its corporate purpose (*objeto social*) is the exploration and extraction of hydrocarbons and all inherent and related activities to pursue that purpose.
- III.** That it has the elements and technical, financial and commercial capacities to comply with the obligations stated and derived from this Agreement.
- IV.** That its representative is empowered to sign this Agreement, as certified in public deed number _____, dated as of _____, passed before the authority of notary public number _____, of the City of _____, Mr./Mrs. _____, and recorded in the Public Registry of Commerce under commercial folio: _____.
- V.** That it is entitled to receive from the User or its designee, at the Delivery Points, Natural Gas, to conduct it through its Gathering System and to deliver it at the Receipt Points, subject to the terms and conditions stipulated in the Clauses of this Agreement.



- VI.** That WDS enters into this Agreement as the appointed Operator under the License.
- B.** The **User** represents:
- I.** That it is a _____ duly incorporated under the laws of _____, as evidenced in public deed number ____ granted on _____, before the Notary Public number ____ of the City of _____ Mr. _____ and duly recorded in the Public Registry of Commerce of _____, on _____, under mercantile or commercial folio No. _____.
- II.** That requires to conduct some Natural Gas volume through the Gathering System, subject to the terms and conditions of this Agreement.
- III.** That its representative is authorized to sign this Agreement, as certified in public deed number _____, executed on _____, before the Notary Public No. _____, of the City of _____, Mr. _____, and duly recorded in the Public Registry of Commerce of _____, on _____, under mercantile or commercial No. _____.
- C.** Each of the **Service Provider** and the **User** (the “**Parties**”) represent:
- I.** That as a result of the Market Analysis, the User was determined as an Awarded Applicant.
- II.** That in accordance with the Gathering Guidelines and the Market Analysis, this Agreement is subject to adjustments based on the approval by the CNH of the Terms and Conditions for the Rendering of Gathering Services (“**TCPS**”) submitted by the Service Provider in accordance with the Gathering Guidelines.

CLAUSES

- 1. Definitions.**
- 1.1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms under the Gathering Guidelines, the License or the Market Analysis, as the context requires.
- 2. Purpose; Gathering Service.**
- 2.1. Subject to the terms and provisions of this Agreement, the Additional Agreements and the TCPS, the Service Provider agrees to receive Natural Gas each day, at each of the Reception Points, up to the Maximum Daily Quantity specified for each in **Exhibit “A”**, not to exceed the capacity of such Reception Point, as such quantity is delivered to the Service Provider by the User (or on behalf of the User), and to conduct such quantity of Natural Gas uninterrupted through the Gathering System for its delivery at the Delivery Point. The sum of the maximum daily quantities, as established in **Exhibit “A”** shall constitute the User’s Maximum Daily Quantity contained in **Exhibit “A”** hereinafter referred also as “**Contracted Capacity**”.

- 2.2. In addition to the quantity that the User may deliver or ensure is delivered to the Service Provider daily at each Reception Point for firm Gathering according to Section 2.1 above, the User shall deliver or cause to be delivered to the Service Provider at such Reception Points of such quantity of Natural Gas as may be required by the Service Provider for fuel consumption, shrinkage and lost or unaccounted for quantities associated with such service. Such quantity is in addition to the User's Maximum Daily Quantity at such Reception Point(s).
 - 2.3. In compliance with this Agreement, the Additional Agreements and the TCPS the Service Provider shall deliver, and the User shall accept or procure acceptance at the Delivery Point referred to in **Exhibit “A”** of this Agreement, of a quantity of Natural Gas equivalent, on a GJ basis, to the sum of the quantities of Natural Gas received by the Service Providers at the Reception Points for Gathering under this Agreement under Section 2 of this Agreement.
 - 2.4. At the request of the User, the Service Provider may, at its reasonable discretion, receive, gather (*recolectar*), and deliver Natural Gas in excess of the Contracted Capacity. If the Service Provider chooses to gather this excess Natural Gas, the User shall pay the Service Provider in accordance with the terms and conditions established in the TCPS.
 - 2.5. If for any day the Service Provider determines that the Gathering capacity of the Gathering System is insufficient to gather all the quantity of Natural Gas up to the Maximum Daily Quantity delivered by User at the Reception Points for Gathering under this Agreement and by other users with similar firm Gathering Services Agreements, the Service Provider shall assign the available Gathering capacity in compliance with the provisions contained in the TCPS and pursuant to the general rules of the Gathering Guidelines, which are incorporated by reference to this Agreement.
- 3. Reception and Delivery Points.**
- 3.1. The Reception Point(s) at which the User shall deliver the Natural Gas to the Service Provider for Gathering under this Agreement, are described in **Exhibit “A”** of this Agreement. The delivery pressure and other pertinent factors are also established in said **Exhibit “A”**.
 - 3.2. The Delivery Point at which the Service Provider will make deliveries under this Agreement are described in **Exhibit “A”** to this Agreement. The delivery pressure and other factors applicable to the Delivery Point(s) are also established in said **Exhibit “A”**.
- 4. Quality.**
- 4.1. The quality of the Natural Gas received at the Reception Points from the User shall comply with the specifications of **Annex “B”**.
- 5. Rates and Payment.**
- 5.1. The User shall pay the Services Provider for the services provided hereunder the rates included in **Exhibit “C”**.
 - 5.2. The Parties agree that the Service Provider has the right to propose and file before the CNH any changes, revisions and any amendments related to:



- (a) the rate(s);
 - (b) the technical configuration of the Gathering System in accordance with the rules and regulations applicable to the FDP; and
 - (c) the TCPS incorporated by reference into this Agreement.
- 5.3. This Agreement is subject to the provisions of the TCPS incorporated by reference, as approved by the CNH, all of which are deemed to be incorporated by reference as part of this Agreement.
- 5.4. Payment due to the Service Provider for the services rendered under this Agreement shall comply with the TCPS.

6. Applicable Law and Regulation.

- 6.1. This Agreement shall be governed by the federal laws of the United Mexican States.
- 6.2. In the event the CNH imposes any terms and conditions on this Agreement which are not mutually satisfactory to Parties, either party may, upon issuance of such order or rule, terminate this Agreement, prior written notice to the other Party.

7. Effective Term.

- 7.1. This Agreement shall enter into force on _____.
- 7.2. Once this Agreement becomes valid and effective, it shall continue in full force until _____.
- 7.3. The Termination of this Agreement shall not relieve the Service Provider or the User of its obligations under this Agreement to correct any imbalances or fulfil any obligations to complete due payments to the other party.

8. Notices.

- 8.1. Any notice, request, or formal demand to be given by either party to the other concerning this Agreement shall be in writing and sent to the following address of the other party, by registered or certified mail, or hand delivered:

Service Provider:

Woodside Petróleo Operaciones de México, S. de R.L. de C.V.
Attention to: Timothy Joseph Callahan
Avenida Ejército Nacional 769, Torre B, Piso 3,
Colonia Granada, Alcaldía Miguel Hidalgo,
C.P. 11520, Ciudad de México, México

User:

Name: (_____)



Attention to: (_____)
Complete Address: (_____)
Telephone: (_____)
Email: (_____)

8.2. Or such other address as the Parties may designate by formal written document notice. Routine communications may be sent by ordinary mail. Operational communications by telephone or other means accepted by mutual compliance shall be deemed to have been duly delivered without the need for subsequent written document confirmation.

9. Dispute Resolution.

9.1. The Service Provider and the User agree that the federal laws of the United Mexican States and articles 43, 44, 45 and 46 of the Gathering Guidelines shall apply to any dispute or controversy in connection with or a result of this Agreement.

10. Exhibits.

10.1. All Exhibits attached to this Agreement are incorporated by reference as part of this Agreement. The Parties may amend the Exhibits, by mutual agreement and such amendments shall be outlined in a revised Exhibit, incorporated as reference as part of this Agreement.

11. General Terms and Conditions to Render Gathering Services.

11.1. Once approved by the CNH in accordance with article 21 of the Gathering Guidelines, the General Terms and Conditions to Render Gathering Services (*Términos y Condiciones para la Prestación de Servicios de Recolección*) shall apply to this Agreement.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the day and year established in the body of this Agreement.

SERVICE PROVIDER

USER

**Woodside Petróleo Operaciones de México,
S. de R.L. de C.V.**
Represented by: [●]

[●]
Represented by: [●]

Exhibit “A”

Containing related information to the Gathering Service Agreement, in terms of the applicable Reception Point(s) and Delivery Point and User’s Daily Quantity:

Contracted Capacity:

Reception Point(s)	Maximum Daily Quantity
(1) [●]	[●]
(2) [●]	[●]

Delivery Point – Sur de Texas Tuxpan	Maximum Daily Quantity
(1) [●]	[●]

Notes:

1. The conversion of the Contracted Capacity to energy for indicative purposes, shall be made considering the higher calorific value in accordance with NOM-001-SECRE-2010, or whatever standard that cancels, amends, or replaces it.
2. In order for the Service Provider to receive the Natural Gas at the Reception Point and for the User to receive the Gathering service under this Gathering Services Agreement, User’s Natural Gas must comply with the pressure and temperature conditions specified in this **Exhibit “A”**. For clarity, the amount of Natural Gas to be transported each day shall be determined by the reception pressure conditions as per this **Exhibit “A”**, up to the Contracted Capacity.
3. The Contracted Capacity under this Gathering Services Agreement is from the Reception Points to the Delivery Point. However, from time to time, the Reception Points may operate as the Delivery Point and the Delivery Point as Reception Point, subject to operative conditions and approval of the Service Provider.
4. The Service Provider shall calculate the quantity of Natural Gas required for the Gathering System operation pursuant to the TCPS.
5. For imbalance and unauthorized gas purposes, the quantity of Natural Gas measured at [*Punto de Recepción*] each calendar day will be deemed to be the quantity of Natural Gas each received by the Service Provider at the Reception Point(s) and delivered by the Service Provider at the Delivery Point each calendar day.



Reception Pressure:

	Minimum Pressure (psig)	Maximum Pressure (psig)	Minimum Temperature (°C)	Maximum Temperature (°C)
[Offshore interconnection with Gathering System]	[●]	[●]	[●]	[●]

Notes:

1. **Reception Pressure.** User shall deliver Natural Gas at the Reception Points at a pressure sufficient to enter the Gathering System at the prevailing Gathering System pressure, which shall be equal to or less than the Maximum Pressure above.
2. **Delivery Pressure.** Service Provider shall redeliver, or cause to be redelivered, equivalent quantities of User Natural Gas up to the Contracted Capacity, or for the account of User, at the Delivery Point by operating the Gathering System at a pressure sufficient to enter the Sur de Texas-Tuxpan pipeline.

Effective Date of this **Exhibit “A”**: [●]

SERVICE PROVIDER

USER

**Woodside Petróleo Operaciones de México,
S. de R.L. de C.V.
Represented by: [●]**

[●]
Represented by: [●]

Exhibit “B”

Quality of Natural Gas

Any Natural Gas to be injected to the Gathering System shall comply with the specifications established by NOM-001-SECRE-2010, Specifications of natural gas, including any amendment or general official provision, issued by a governmental authority with jurisdiction that supersedes or cancels this Official Mexican Standard.



Annex “C”

Uninterruptible (Firm Base) Service Charge	Unit	Gathering
Capacity Charge	Pesos/Gjoule	[•]

Effective Date of this **Exhibit “B”**: [•]

SERVICE PROVIDER

USER

**Woodside Petróleo Operaciones de México,
S. de R.L. de C.V.**
Represented by: [•]

[•]
Represented by: [•]