

ORIGINAL

OIL ADDPER SERVICE SRL

A
COD. 01

FACTURA

Razón Social: OIL ADDPER SERVICE SRL

Domicilio Comercial: Avenida Conquistadores Del Desierto 2450 - Neuquen, Neuquén

Condición frente al IVA: IVA Responsable Inscripto

Punto de Venta: 0003 Comp. Nro: 00000564

Fecha de Emisión: 13/06/2018

CUIT: 30708582545

Ingresos Brutos: 901-072645-0

Fecha de Inicio de Actividades: 01/12/2003

Período Facturado Desde: 18/03/2018 Hasta: 19/03/2018

Fecha de Vto. para el pago: 13/07/2018

CUIT: 33714338779

Apellido y Nombre / Razón Social: GAS Y PETROLEO DEL NEUQUEN S.A. - O&G DEVELOPMENTS LTD S.A. - SHELL COMPAÑIA
Domicilio Comercial: Avenida Yrigoyen 547 P.O. 0100 - Avda. CRUZ DEL SUR 1000 - NEUQUEN
UTE

Condición frente al IVA: IVA Responsable Inscripto

Condición de venta: Cuenta Corriente

Código	Producto / Servicio	Cantidad	U. medida	Precio Unit.	% Bonif	Subtotal	Alicuota IVA	Subtotal c/IVA
3	JORNADA DIARIA AET. P.O.Nº4513229387. CONTRACT HOLDER: LOPEZ, FEDERICO.	3,00	unidades	68200,00	0,00	204600,00	21%	247566,00

Otros Tributos

Descripción	Detalle	Alic. %	Importe
Per./Ret. de Impuesto a las Ganancias			0,00
Per./Ret. de IVA			0,00
Per./Ret. Ingresos Brutos			0,00
Impuestos Internos			0,00
Impuestos Municipales			0,00

Importe Otros Tributos: \$ 0,00

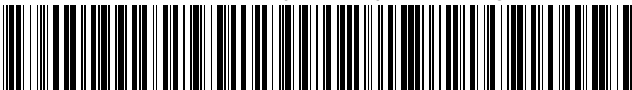
Importe Neto Gravado: \$	204600,00
IVA 27%: \$	0,00
IVA 21%: \$	42966,00
IVA 10.5%: \$	0,00
IVA 5%: \$	0,00
IVA 2.5%: \$	0,00
IVA 0%: \$	0,00
Importe Otros Tributos: \$	0,00
Importe Total: \$	247566,00



Comprobante Autorizado

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Esta Administración Federal no se responsabiliza por los datos ingresados en el detalle de la operación



3070858254501000368245324934611201806237

CAE N°: 68245324934611

Fecha de Vto. de CAE: 23/06/2018

**O&G DEVELOPMENTS LTD S.A.**

Av. Pres. Roque Sáenz Peña 788
Ciudad Aut. de Buenos Aires, Argentina.
CP C1035AAP

Vendor Code : 208016
OIL ADDPER SERVICE SRL
AV CONQUISTADORES DEL DESIERTO 2450
8300 NEUQUEN
Argentina
E-mail : RARANEDA@GRUPOOAS.COM.AR

Telephone No. : 2994413598
Fax No.
Vendor tax code 1 : 30708582545
Vendor tax code 2 : 9010726450

PURCHASE ORDER

PO Number	:	4513229387
Date	:	12.06.2018
Buyer	:	SCAPSA-PTC/O Brenda Melissa Grau Gutierrez
Tel. No.	:	
Fax No.	:	
E-mail	:	B.GrauGutierrez@shell.com

Variation No. : Original
Urgency : NORMAL
Ordered By : Villarreal, Walter

Please deliver to:
Cruz de Lorena Drilling
788 Avenida Roque Saenz Peña
1095 Buenos Aires
Argentina

Business contact: Tyolonda Parsons
Business contact email: Tyolonda.Parsons@shell.com

Invoice to:
CRUZ DE LORENA UNION TRANSITORIA DE EMPRESAS
CUIT: 33-71433877-9
Av. Pres. Roque Saenz Pena 788
Ciudad Aut. de Buenos Aires, Argentina
CP C1035AAP
or e-mail to UA-Arg-RF-upstream@shell.com

O&G Developments Ltd. S.A. issues this purchase order on behalf
of Joint Venture CRUZ DE LORENA UNION TRANSITORIA DE EMPRESAS

Incoterms: NA **AS PER DELIVERY ADDRESS**
Terms of Payment: 60 Days Net - No Discount



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Date : 12.06.2018

General Instructions

General Purchase Order Terms and Conditions

- 1. TERMS AND CONDITIONS
- 2. SCOPE
- 3. PRICING INFORMATION
- 4. DELIVERY
- 5. SHIPPING TERMS
- 6. TITLE AND RISK OF LOSS
- 7. INSPECTION
- 8. ENTIRE AGREEMENT
- 9. RELATIONSHIP OF PARTIES
- 10. HAZARDOUS WASTES
- 11. CHANGE ORDER
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- 13. INCONSISTENT TERMS
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- 15. LIQUIDATED DAMAGES
- 16. ACCEPTANCE

1.0 TERMS AND CONDITIONS:

These General Terms and Conditions ("Terms and Conditions") apply in respect of an agreement between Company and Contractor, which may e.g. be in the form of a purchase order or a work statement (the "Agreement"). These Terms and Conditions are binding between Company and Contractor and supersede and replace any Contractor terms and conditions or previous agreements for the Goods and Services in scope. In the event any special terms are agreed between the parties, those special terms shall take precedence over the terms contained in these Terms and Conditions. Where these Terms and Conditions are attached to or incorporated into a purchase order or work statement issued under an existing contract, the terms and conditions of that existing contract shall prevail.

1. Definitions

1.1 In these Terms and Conditions:

"Affiliate" means, in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person

that also directly or indirectly controls the first Person; and for the purposes of this definition, a

Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.



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"Anti-Bribery Laws" means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person.

"Background Information" means any information or data proprietary to Contractor, or licensed to Contractor with the right to grant sub-licenses to third parties, which are created independently of the performance of the Services as can be adequately proved by Contractor, from which the Services or any Work Product is derived, or which are otherwise required for the effective exploitation of any Work Product;

"Company" "Buyer", O&G Developments Ltd. S.A., a company incorporated in Argentina and having its registered office at Av. Pte Roque Saenz Peña 788, Piso 4, Buenos Aires, Argentina (hereinafter referred to as "COMPANY", "BUYER"). O&G Developments Ltd. S.A. acting as legal representative of the following joint ventures (Unión Transitoria de Empresas): "Gas Y Petróleo Del Neuquén Sociedad Anónima Con Participación Estatal Mayoritaria – Medanito Sociedad Anonima - O&G Developments Ltd. Sociedad Anónima – Union Transitoria de empresas Sierras Blancas" and "Gas Y Petróleo Del Neuquén Sociedad Anónima Con Participación Estatal Mayoritaria Medanito Sociedad Anonima - O&G Developments Ltd. Sociedad Anónima – Union Transitoria de empresas Aguila Mora" and Gas Y Petróleo Del Neuquén Sociedad Anónima Con Participación Estatal Mayoritaria – O&G Developments Ltd. Sociedad Anónima – Shell Compañía Argentina De Petróleo Sociedad Anónima – Union Transitoria de empresas Cruz De Lorena" ("COMPANY", "BUYER").

"Company Information" means any information which is disclosed to Contractor by or on behalf of Company or any Affiliate of Company in connection with the Agreement, including, without limitation, any information about the business of Company or any Affiliate of Company;

"Contractor Personnel" means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of the Agreement whether or not an employee of Contractor, and includes subcontractors of Contractor and their personnel;

"Force Majeure" means, but is not limited to, any of the following events:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) Earthquake, flood, fire, named cyclone/hurricane/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity;
- (c) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law;

"Goal Zero" means the principle of relentlessly pursuing no harm to people and no significant incidents;

"Goods" means the goods to be provided by Contractor to Company in accordance with the Agreement;

"Incoterms" means, unless otherwise specified, the selected Incoterms rule of Incoterms 2010



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for the interpretation of trade terms or international commercial terms as published by the International Chamber of Commerce.

"Intellectual Property Rights" means patents, copyright, including software, documentation, designs, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or service marks, semiconductor topography rights, database rights, rights in know-how, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing;

"Person" means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association;

"Related Party" means in relation to a Party: (a) any of its Affiliates; (b) any person employed by that Party or its Affiliates; (c) any director or other officer of that Party or its Affiliates; and

(d) any person acting for or on behalf of that Party or its Affiliates.

"Scope" means the scope, and any and all relevant portions thereof as the context dictates, that Contractor is required to supply in accordance with the Agreement including the delivery of the Goods and the performance of the Services (as applicable).

"Services" means the services to be provided by Contractor to Company in accordance with the Agreement;

"Work Product" means the Goods and any and all results, conclusions and findings of the Services including all Intellectual Property Rights resultant from the results, conclusions and findings.;

"Worksite" means all the lands, waters and other places on, under, in or through which Scope or activities in connection with Scope are to be supplied, including manufacturing, fabrication and storage facilities, offshore installations, floating construction equipment, vessels offices, workshops, camps or messing facilities for Contractor Personnel.

"Vendor", "Seller", "Contractor", shall mean the same under the Terms and Conditions of this purchase order. It refers to the party offering the sale of goods or services object to this purchase order.

1.2 In these Terms and Conditions, words denoting the singular include the plural and vice versa.

2. Provision of Goods and/or Services; Warranty; Remedies; Title and Risk

2.1 Without prejudice to representations or warranties applied by law or otherwise given by Contractor, Contractor warrants that Goods shall be: (a) free from defect; (b) fit for their intended purpose or application; (c) manufactured and supplied strictly in accordance with the relevant specification; and (d) free of any registered or unregistered charge, lien, mortgage or other encumbrance. Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices. Contractor will pass through any applicable manufacturer's warranty to the benefit of Company. If any such manufacturer's warranty is not assignable, Contractor shall assist Company in pursuing any warranty claim with the manufacturer on Company's behalf. The warranty for Goods commences on the latter of



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the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period. The warranty for Services commences on the day of completion of the Services and is valid for twelve (12) months following completion of the Services. Contractor shall operate a quality assurance system in accordance with industry recommended standards and practices. Contractor further warrants that Contractor's use of the Background Information shall be free from any challenges by a Person that such use violates or infringes an Intellectual Property Right of any Person.

2.2 Contractor and Contractor Personnel shall comply with all applicable laws and government rules, regulations and orders, including but not limited to, those related to health, safety and environment, employment rights and data protection. Contractor shall obtain at its own cost the required permits and shall provide Company such data reasonably requested by Company in relation thereto. Contractor must, to the maximum extent permitted by law, defend, hold harmless and indemnify Company, and coventurers, members, and Affiliates of Company, and its and their directors, officers, employees, and agents from and against any claims, proceedings, lawsuits, judgments, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses incurred or suffered as a result of non-compliance with laws or failure to obtain permits by Contractor or Contractor Personnel. Contractor confirms that it has obtained all requisite information for the performance of the Agreement, in particular, but not limited to, as to the Company site, access and transportation thereto, local conditions and facilities and any other relevant matters of whatever nature.

Contractor will attend induction training as may be required by Company from time to time.

2.3 Without prejudice to any other rights of Company hereunder or at law, in the event of defective Goods or Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Company after delivery or performance, Company, in its sole discretion and at Contractor's risk and expense, may do any or all of the following: (a) terminate the relevant Agreement at any time; (b) reject and return the Goods; (c) purchase equivalent goods elsewhere; (d) require the Goods to be replaced or repaired by Contractor; (e) require the Services to be re-performed by Contractor; (f) have defects in the Goods repaired by others; (g) have the Services re-performed by others. The warranty for Goods replaced or repaired by Contractor commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period. The warranty for Services re-performed by Contractor commences on the day of completion of the re-performed Services and is valid for twelve (12) months following completion of the re-performed Services.

2.4 Contractor acknowledges that it is familiar with and will comply with all applicable laws and regulations concerning the export or re-export of goods, software or technology, or the direct product thereof, to unauthorized persons or destinations. Unless otherwise agreed to by the parties, Contractor shall be responsible for obtaining any required government authorizations, including, but not limited to, export licenses or exemption authorizations applicable to the Agreement.



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Where the Scope involves US-origin or US-content goods, software, technology, or services, Contractor acknowledges and warrants that it will comply in all respects with applicable U.S. laws, regulations and administrative requirements, including, but not limited to, the International Traffic in Arms Regulations ("ITAR"); the Export Administration Regulations ("EAR"); and the regulations and orders issued and/or administered by the U.S. Department Of The Treasury, Office Of Foreign Assets Control in relation to export control, anti-boycott and trade sanctions matters.

Without prejudice to the foregoing, where requested to do so, Contractor will provide Company with the Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any goods, software, or technology provided pursuant to the Agreement.

2.5 Any inspection by Company of Goods or Services shall not relieve Contractor of any obligations of liability under the Agreement.

2.6 Contractor will retain risk of loss of and damage to Goods until Company takes physical possession, care and custody of the Goods, or, if an Incoterm is specified for the delivery of the Goods, until delivery to Company is complete in accordance with the Incoterm.

Notwithstanding the foregoing, Contractor will retain risk of loss of and damage to Goods: (a) supplied as part of Services until acceptance of the Services by Company, unless Company takes care and custody of the Goods and (b) which are rejected by Company as not in compliance with the Purchase Order. Title to Goods will pass to Company (a) along with the passing of risk of loss of and damage to Goods to Company or (b) as Company makes payment for the Goods, whichever occurs earlier. Any transfer of title or risk will be without prejudice to Company's right to refuse to accept the Goods in case of non-conformity with the requirements of the Agreement.

3. HSSE

3.1 Contractor shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

3.2 Whenever Contractor Personnel are on a Worksite they shall behave in a manner which is consistent with Company's requirements for the management of health, safety, security, and the environment set forth herein, in addition to any other requirements set forth in any Purchase Order, as well as any related rules, procedures or codes of practice (whether issued by Company, Affiliates of Company, or otherwise) in force at the relevant Worksite.

3.3 Contractor confirms having received a copy of the Goal Zero principles and Shell's Life Saving Rules (or alternatively, has taken notice of the Goal Zero principles and the Life Saving Rules at <http://www.shell.com/sustainability/safety/our-approach.html> and at <http://www.shell.com/sustainability/safety/personal-safety.html> respectively) [see Attachment 3 – Life Saving Rules].

3.4 Contractor is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of Contractor and Contractor Personnel in connection with the Agreement. Contractor assumes all responsibility and liability for such risks. Contractor and Contractor Personnel shall perform the Scope without interfering with the operations of Company or Affiliates of Company or of any other contractors at the Worksite.

4. Method of Payment and Taxes



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4.1 Contractor shall submit to Company invoices in accordance with the Agreement and Attachment 1 of these terms and conditions. Company shall pay Contractor within Sixty (60) days (unless otherwise stated by Company) of receipt by Company of a correctly prepared and properly supported invoice to the address specified in the Agreement. If Company, in good faith, disputes the amount of any invoice or any part thereof, Company will notify Contractor as to the amount Company concedes to be correct and Contractor will issue two (2) invoices to Company: an invoice containing the dispute amount and an invoice containing the undisputed amount. Company reserves the right to withhold payment of such disputed amount pending resolution. The parties shall endeavor to settle at the earliest possible date any invoicing matters in dispute.

See Attachment 1 Invoicing and Payment Instructions (Spanish Version).

4.2 Taxes

a) All amounts invoiced by CONTRACTOR will include all TAXES in connection with the provision of SCOPE. Value added tax, in countries where it may be applicable, or an equivalent sales tax that is due in connection with the supply of SCOPE, will be clearly identified separately on the invoice.

b) CONTRACTOR will present to COMPANY at least two identical copies of CONTRACTOR's invoice. CONTRACTOR's invoice must include the number of the letter of intent, PURCHASE ORDER, or other contracts if any have been issued; the supplier number; delivery slip number by which delivery was made; the item code; as well as all documentation or information provided by the Argentine tax authorities. Different PURCHASE ORDERS or other contracts will not be included in the same invoice, or COMPANY may delay payment or request that CONTRACTOR re-issue separate invoices.

c) When the CONTRACT provides for payment in a foreign currency, COMPANY will be expressly authorised to pay the corresponding invoice in pesos in accordance with Law 23.928 (Ley N° 23.928 del 27/03/91), considering the type of exchange transfer to CONTRACTOR according to the quotation of the National Bank of Argentina on the working day prior to the payment date.

(i) The net price will be cancelled in pesos at the type of exchange at the end of the working day prior to the date of payment. To that effect, CONTRACTOR will issue a note of debit or credit for the difference in the amount resulting from the conversion from dollars to pesos invoiced at the net price, at the exchange type mentioned previously less the value in dollars converted to pesos at the exchange type established in the original invoice (Article 15 GR Tax Authorities 3445). VAT will be added to the resulting amount.

(ii) The invoice must include the US dollar amount for the type of vendor from the National Bank of Argentina corresponding to the end of the working day prior to issuance. In the event this CONTRACT is interpreted in such a way that COMPANY is required to pay a stamp tax in Argentina, CONTRACTOR agrees to pay one-half of the cost of that stamp tax.

5. Liability and Insurance

5.1 Liability for loss and damage to property and for personal injury, including death and disease to any person, arising in connection with the Agreement shall be determined in accordance with applicable law.

5.2 Neither party shall be liable to the other party under or in connection with the Agreement



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for: (a) consequential or indirect losses or damages at law; or (b) loss of revenue, profit or anticipated profit, and loss of business or opportunity, whether or not such losses were foreseeable at the time of entering into the Agreement, arising from or related to the performance of the Agreement.

5.3 Without limitation of its obligations and its responsibilities Contractor shall maintain and shall ensure its subcontractors maintain, for the duration of the Agreement adequate insurance to meet all liabilities of Contractor arising from or in connection with the Agreement. The provisions of this Clause 5.3 shall in no way limit the liability of Contractor under the Agreement.

5.4 At the request of Company, Contractor shall furnish appropriate certificates of insurance, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Order; (c) if the Seller will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance evidencing the coverage specified in this Order.

6. Termination; Suspension; Variations

6.1 Company shall have the right immediately upon delivery to Contractor of written notice, to order the suspension of, or any variation to, the provision of Goods or Services, in whole or in part, provided that any variation shall only be effective if it is within the capability and resources of Contractor. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation shall be determined by Company in accordance with the rates and other information shown in the Agreement, or, in the absence of any appropriate rates and information; a fair and reasonable evaluation shall be made.

6.2 Either party has the right at any time by giving notice in writing to the other party to terminate the Agreement forthwith if the other party commits a material breach of any of the terms or conditions of the Agreement.

6.3 Company may terminate the Agreement immediately by written notice to Contractor, if in Company's reasonable opinion, Contractor or any of its Related Parties when performing work in connection with the Agreement: (a) commits any or causes Company or any of its Related Parties to be in breach of applicable Anti-Bribery Laws; (b) breaches Clause 11.4 of these Terms and Conditions; (c) commits any or causes Company or any of its Related Parties to be in breach of applicable competition laws; or (d) commits a material breach of applicable laws not mentioned in paragraphs (a) and (c) of this Clause 6.3.

6.4 Company may terminate the Agreement without cause by giving thirty (30) days prior written notice of termination to Contractor, and Company shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of the Agreement prior to such date that Contractor receives Company's written notice to terminate.

6.5 Upon termination or expiry of the Agreement, Contractor shall upon request by Company



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return or provide to Company all data, information, records and/or documents, regardless in which form, related to Company, coventurers, members, or Affiliates of Company, or its or their business which Contractor has obtained from Company or produced in performance of the Agreement.

6.6 VARIATIONS. COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT for reasons of emergency, safety, or other reasonable necessity. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

7. Force Majeure

7.1 A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Company will be relieved from any obligation to make payments to Contractor for Goods and/or Services to be provided under the Agreement for so long as the supply of Goods and/or Services is impacted by Force Majeure.

7.2 A party whose performance of obligations under the Agreement is delayed or prevented by Force Majeure will without delay: (a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure; (b) use all reasonable endeavors to minimize the effect of the Force Majeure on its performance of its obligations under the Agreement; and (c) subject to Clause 8.3, promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Agreement.

7.3 If Contractor's performance under the Agreement is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate the Agreement upon giving written notice of termination.

8. Confidential Information

8.1 Contractor undertakes, and warrants that it and its Affiliates undertake: (a) to use Company Information solely for the purpose of providing the Services and/or supplying the Goods; and (b) not, without the prior written consent of Company, to disclose Company Information to any third party.

8.2 The provisions of Clause 9.1 shall not apply to any Company Information if Contractor can prove that it was or has become lawfully known to Contractor without binder of secrecy or publicly available through no act or omission on the part of Contractor.

8.3 At the request and option of Company, Contractor shall either destroy or return promptly to Company, or its nominee, all records containing Company Information which are in the possession of Contractor.

8.4 Contractor and Contractor Personnel shall not mention/use Company's name, Company's trademarks or refer to the existence of the Agreement and the activities carried out under the Agreement in any publicity material or other communications to third parties without Company's prior written consent.



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9. Intellectual Property Rights

9.1 All right, title and interest in and to the Work Product and any Intellectual Property Right shall vest exclusively in Company and shall be assigned to Company promptly upon creating or generating the same by Contractor. Contractor shall execute all instruments, deeds or actions necessary to vest such Intellectual Property Right in Company. Contractor hereby irrevocably waives, or shall procure all necessary waivers in favor of Company of, all Intellectual Property Right in the Work Product.

9.2 Contractor hereby grants to Company a non-exclusive, royalty-free, irrevocable and worldwide license and right for Company with sub-licensing rights to possess, disclose and use and/or have possessed, disclosed or used, the Background Information or any part thereof as necessary to use, copy, modify, distribute and exploit freely any Work Product.

9.3 Contractor shall at its own expense defend, hold harmless and indemnify Company, and coventurers, members, and Affiliates of Company, and its and their sub-licensees, directors, officers, employees, and agents from and against all claims, proceedings, lawsuits, judgments, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, disclosure, use by Company, an Affiliate of Company and/or any third party under sub-license of Company or any Affiliate of Company of any Background Information in accordance with the license provided pursuant to Clause 9.2 or the possession, disclosure, use or exploitation of any Work Product in accordance with the Agreement infringes any Intellectual Property Rights of a Person.

10. Business Principles; Supplier Principles; Code of Conduct

10.1 Contractor acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at <http://www.shell.com/about-us/our-values.html>) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at <http://www.shell.com/suppliers>) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at <http://www.shell.com/aboutus/our-values.html>); and (c) been made aware of the Shell Global Helpline at <http://www.shell.com/about-us/our-values/shell-global-helpline.html>. Contractor agrees that it and its Related Parties will adhere to the principles contained in the Business Principles (or where Contractor has adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Company in connection with the Agreement and the business resulting there from. In the event that Contractor or any of its Related Parties supply staff that work on behalf of Company or represent Company, Contractor commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Contractor will notify Company immediately if it becomes aware of any behavior by Company staff, Contractor or its Related Parties which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Contractor has adopted equivalent principles, their equivalent.

10.2 At Company's request, Contractor will provide information to Company as required to complete and fully respond to Company's usual supplier questionnaires and due diligence to confirm compliance by Contractor and its Related Parties with Business Principles. As part of



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Company's due diligence, Contractor will grant Company or its representative's reasonable access to Contractor's facilities and sites.

11. Compliance with Anti-Bribery Laws; Internal Controls

11.1 Contractor represents and warrants that, in connection with the Agreement or the business resulting there from: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, including a facilitation payment.

11.2 Contractor undertakes to immediately notify Shell if in connection with the Agreement or the business resulting there from it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mention in Clause 11.1(b).

11.3 Company confirms that its appointment of Contractor was expressly made on the basis that Anti-Bribery Laws and the Business Principles would not be violated. Contractor acknowledges that the contents of the Agreement may be disclosed by Company to third parties for the purposes of demonstrating compliance with this Clause.

11.4 Contractor shall indemnify, defend, and hold harmless Company and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Contractor's representations in this Article 11 being untrue or arising out of Contractor's breach of any of its warranties or undertakings in this Article 11.

11.5 Contractor and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

12. Contractor Personnel, Sub Contracting and Assignment

a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.

b) CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY. CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

CONTRACTOR agrees to INDEMNIFY COMPANY and its AFFILIATES for LIABILITIES arising from CONTRACTOR's use of SUBCONTRACTS in the performance of the CONTRACT.

c) ASSIGNMENT, An assignment or novation of all or part of the CONTRACT requires the written consent of the other party, except that COMPANY may assign and novate all or part of the CONTRACT to an AFFILIATE without the consent of CONTRACTOR by giving written notice to CONTRACTOR.

13. No Agency or Partnership

Contractor is acting solely as an independent contractor and is not an agent or partner of Company or any coventurers, members, or Affiliates of Company.

14. Governing Law and Dispute Resolution

14.1 Governing Law. This CONTRACT, and any dispute or claim arising out of or in connection



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with this CONTRACT or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of the Republic of Argentina, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this CONTRACT.

14.2 Dispute Resolution.

a) Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any noncontractual

claim, will be finally and exclusively resolved by arbitration under the International Centre for Dispute Resolution ("ICDR") rules of arbitration (the "RULES"). The arbitral tribunal, to be appointed in accordance with the RULES, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators. The seat of the arbitration will be Buenos Aires, Argentina. The language of the arbitration will be English.

b) The International Bar Association ("IBA") Rules on the Taking of Evidence in International Arbitration will apply to the arbitration. Each party waives, to the fullest extent permitted by law any right under the laws of any jurisdiction: (i) to apply to any court or other judicial authority to determine any preliminary point of law; and (ii) to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 ("The New York Convention").

c) Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

14.3 Resolution Procedures. Any dispute arising out of or relating to the Agreement, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement ("Dispute") shall be resolved in accordance with this Clause, which provides the sole and exclusive procedures for resolution, except if either or both parties are sued by a third party (not bound by the Agreement) in a court proceeding, each party can assert any indemnity claim or any other claim against the other arising out of or relating to the Agreement in the court proceeding.

14.4 Mediation. The parties shall endeavor to resolve any Dispute by mediation under the International Institute for Conflict Prevention and Resolution ("CPR") Mediation Procedure in effect on the date of the Agreement ("CPR Mediation Procedure"), except as modified herein, by one party serving a written request on the other. The mediation shall be held in Houston, Texas. If the Dispute is not resolved within 60 days of the initial written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, there shall be no further obligation to mediate.



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14.5 Arbitration. Any Dispute that remains unresolved 60 days after a written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, shall be finally resolved by arbitration under the CPR Rules for Non-Administered Arbitration in effect on the date of the Agreement ("Rules"), which are incorporated except as modified herein. Arbitration shall be commenced within two years of the date of the underlying activities giving rise to the dispute except that this period of limitations shall be tolled during the mediation phase specified above. The parties hereby waive their right to arbitrate or contest in any forum disputes arising outside this two-year period, notwithstanding any longer periods generally available under any otherwise applicable statute, common law or other authority.

If no party has demanded damages greater than U.S. \$5.0 million, and no party has demanded non-monetary relief, there shall be one arbitrator chosen in accordance with Rule 6.4 of the Rules. Otherwise, there shall be three arbitrators, of whom each party shall select one arbitrator and thereafter those two arbitrators shall together select the third arbitrator. If the party-appointed arbitrators fail to agree on the third arbitrator within 30 days of the selection of the last party-appointed arbitrator, the third arbitrator shall be appointed in accordance with the Rules. Hereinafter, "arbitrator(s)" will be referred to as "Tribunal."

Discovery shall be permitted only to the extent, if any, expressly authorized by the Tribunal upon a showing of substantial need by the party seeking discovery. In resolving any discovery dispute, the Tribunal shall require a requesting party to justify the time and expense that its request may involve, and may condition granting a request on payment of part or all of the cost by the party seeking the information. The parties agree that the decisions of the Tribunal with respect to discovery are final and binding and waive any right to later challenge an arbitral award on that basis under the Federal Arbitration Act or other applicable law.

The place of arbitration shall be Houston, Texas. The Tribunal shall be bound by the Governing Law Clause 14.1. There shall be no right or authority for any claims to be arbitrated on a class action basis. The Tribunal shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or formation of Clause 14.4, including but not limited to any claim that all or any part of the Clause is void or voidable. Hearings shall be held on consecutive days without interruption, absent unusual circumstances. The Tribunal shall endeavor to issue an award within eight (8) months of the appointment of the last arbitrator, but failure to meet that timetable shall not affect the validity of the award. Judgment upon the award rendered by the Tribunal may be entered by any court having jurisdiction.

15. Notice

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by

email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

16. Statutory Employer

Solely for purposes of any workers' compensation law that might be applicable to the Services provided under the Agreement, Company receiving the Services performed hereunder shall be



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considered the "statutory employer" of Contractor's employees, agents, or subcontractors, as that term is defined under the appropriate workers' compensation law or case law interpreting that workers' compensation law. Nothing in this Clause negates any other provision of the Agreement that addresses the independent contractor status of Contractor or its employees, agents or subcontractors nor means that Company shall be the "employer" of Contractor's employees, agents, or subcontractors for any other purpose.

17. Audit Rights and Record Keeping

17.1. Contractor shall maintain, either physically, by electronic media or on microfilm, all books, accounts, records, original documents and information related to the Agreement in connection therewith for a period of five (5) years after the Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by Contractor to Company along with supporting documentation. Contractor shall ensure that its Related Parties and third party contractors comply with the requirement of this Clause 17.1.

17.2. Company shall have the right to audit all information, rates and costs and expenses related to the Agreement at any time during and within five (5) years after termination of the Agreement. Company shall have the right to reproduce and retain copies of any of the aforesaid records or information. Contractor shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Company.

17.3. Upon Company's request Contractor will, as soon as reasonably practicable, provide Company with all records relating to the Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.

18. Miscellaneous

18.1 Contractor and Contractor Personnel shall not prepare photographs, articles, press releases or speeches about the existence of or Scope of the Agreement, or any details about Company's facilities or business plans without prior written consent from Company.

18.2 Failure or delay by Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

18.3 Any waiver by Company of any breach of, or any default under, any provision of the Agreement by Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

18.4 The covenants, conditions and provisions contained in the Agreement which the parties intend to survive, including confidentiality obligations, intellectual property rights and liabilities, audit rights, warranties, compliance with laws and Anti-Bribery Laws, governing law, dispute resolution, and indemnities, survive termination and expiry of the Agreement for the benefit of the party or parties to whom they are given.

18.5 The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements related to the subject matter thereof, either written or oral. No amendments to the Agreement, nor any contrary or additional conditions specified by Contractor in any document provided by Contractor, shall be effective unless evidenced in writing and signed by the parties hereto.

18.6 The concept of severability of clauses applies.



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2.0 SCOPE:

This AGREEMENT, including instructions and BUYER'S Inquiry / Attachment if (any), shall constitute an agreement to cover the furnishing by VENDOR of all necessary tools and equipment, materials, labor and supervision (and including the cost of worker's compensation and/or employer's liability insurance and all payroll taxes on such labor) to perform work as follows:

(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)

3.0 PRICING INFORMATION:

The price of the Goods or Services is the price stated on the face of this Order (the "Price").

Incoterm: DDP Neuquén (Sierras Blancas / Cruz de Lorena)

4.0 DELIVERY:

Seller shall deliver the Goods and/or perform the Services at the delivery point (the "Deliver Location"), and on the date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery

Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.

Delivery schedule:

(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)
(COMPLETE)

5.0 SHIPPING TERMS:

Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Seller shall not substitute material or ship more than the quantity ordered. Supplier shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Location, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the Goods("Customs Duties"). Supplier will take all reasonable steps to minimize Customs Duties costs.

6.0 TITLE AND RISK OF LOSS:

Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title



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will not pass to Buyer until the Goods are delivered to and accepted by Buyer at the Delivery Location.

7.0 INSPECTION:

Buyer reserves the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Buyer requires replacement of the Goods, pursuant to Section 4, Seller shall promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.

CONTRACTOR will request ACCEPTANCE from COMPANY: i) of GOODS by completion of delivery; or ii) of SERVICES by writing on completion of SCOPE. COMPANY will not unreasonably delay any response to a request for ACCEPTANCE. Where any SCOPE has not otherwise been accepted or rejected by COMPANY in writing, ACCEPTANCE will be deemed to have occurred 30 days after the SCOPE has been placed in commercial service by COMPANY GROUP. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

8.0 ENTIRE AGREEMENT:

This AGREEMENT, its attachments and the BUYER Release Documents entered into hereunder set forth the entire agreement between BUYER and VENDOR with respect to the supply of the Goods and Services by VENDOR to BUYER from the Effective Date and supersede and replace any other agreement or understanding in respect of such subject matter whether in writing or otherwise, entered into or existing prior to the Effective Date. Neither this AGREEMENT nor any BUYER Release Document hereunder shall be altered, amended or modified except in writing duly signed by both parties.

9.0 RELATIONSHIP OF THE PARTIES:

The Seller is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

10.0 HAZARDOUS WASTES:

If at any time Seller generates any hazardous waste(s) on Buyer's property or site, Seller will immediately notify Buyer and Seller will comply with Buyer's policies and practices, and any applicable law, regarding management of hazardous wastes.

11.0 CHANGE ORDER:

Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order.



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12.0 INDEMNIFICATION:

Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Seller's performance of its obligations or Seller's negligence, willful misconduct or breach of the Terms of this Order or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

13.0 INCONSISTENT TERMS:

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.

14.0 FINANCIAL AND PERFORMANCE AUDIT:

COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other books and records; and (iii) the performance of any other of CONTRACTOR's obligations under the CONTRACT, where capable of being verified by audit.

Based on the findings of the audit the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide any SCOPE, or refund, repair, replace, or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.

CONTRACTOR will keep books and records available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to refund, repair, replace, or re-perform any SCOPE (including correction of defects).

15.0 LIQUIDATED DAMAGES:

Where any liquidated damages are set out in this Purchase Order, and are applicable, all amounts are agreed as genuine pre-estimates of the losses that may be sustained by failure of performance and are not a penalty. Where any liquidated damages are unenforceable, COMPANY may claim demonstrated damages, subject to any limitations that may be set out in the CONTRACT.

a) Delivery / Key Dates Liquidated Damages ("KDLD")

The CONTRACTOR shall have a grace period of 5 days within which to achieve the missed Key Date Activity completion date without the failure comprising a default under this Purchase Order. Failure to achieve a missed Key Date Activity completion date indicated in Clause 4.0 Delivery, with the grace period, shall result in the COMPANY having the right to apply CONTRACTOR the following KDLD, which may be deducted from any subsequent payment(s) to



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the CONTRACTOR under this Agreement:

- Key Date Activities achieved 1 day up to 3 days past the end of the grace period: KDLD shall be calculated by taking the number of days past the end of the grace period, dividing it by 7, and multiplying the resulting number by 0.5% of the total CONTRACT PRICE;
- Key Date Activities achieved 4 days up to 7 days past the end of the grace period: KDLD shall be 0.5% of the total price;
- Key Date Activities achieved 8 days up to 11 days past the end of the grace period: the KDLD shall be calculated by taking the number of days past the end of the GRACE PERIOD, dividing it by 14, and multiplying the resulting number by 1% of the total price;
- Key Date Activities achieved 12 days up to 14 days past the end of the grace period: the KDLD shall be 1 % of the total price;
- Key Date Activities achieved 15 days or more past the end of the grace period: the KDLD shall be 1.5% of the total price;
- After 15 days or more, apart from the KDLD mentioned above, 0.5 % of the total price per week shall apply as KDLD.

b) Performance Liquidated Damages

CONTRACTOR guarantees that the Goods or Services will perform within the process and the Performance Guarantees established in the Scope.

CONTRACTOR acknowledges that the COMPANY will suffer significant loss if the Goods or Services do not perform as expected. In addition, CONTRACTOR, acknowledges the difficulty and expense involved in proving the actual loss suffered by the COMPANY if the performance guarantee is not achieved. Therefore, in the event that the Goods or Services do not achieve any or all of the performance guarantee values, CONTRACTOR shall pay the COMPANY liquidated damages ("Performance Liquidated Damages"), as liquidated damages and not as a penalty, as follows:

(i) Scope and scale of Performance Liquidated Damages will be agreed between COMPANY and CONTRACTOR no later than 15 days from occurrence.

The Performance Liquidated Damages applicable to CONTRACTOR under this Article shall not exceed 15% of the total price.

16.0 ACCEPTANCE:

This purchase order is an offer by the company identified on the face of this purchase order (the "Buyer") for the purchase of the goods (the "Goods") or services (the "Services") specified, from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by Seller under the Order; or (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Buyer that Seller does not accept. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the



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parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.

Attachment 1 (Spanish)

INSTRUCTIVO DE FACTURACIÓN DE PROVEEDORES

Con el objetivo de facilitar el procesamiento de sus facturas por servicios y bienes adquiridos, les adjuntamos el siguiente instructivo. Solicitamos lo lea cuidadosamente y asegúrese de cumplir con las indicaciones aquí presentes para garantizar que sus facturas sean preparadas y enviadas con la mayor calidad posible de manera de lograr un pago oportuno.

1. Proceso de Certificación / Aprobación de Trabajos / Servicios

- Cuando se acerca el cierre de mes / facturación, es importante que su compañía adjunte todos los comprobantes (remitos, hojas de trabajo, etc.) de las operaciones, servicios o bienes adquiridos, y envíe los mismos al "Usuario / Contract Holder", puede ser en forma electrónica + un listado Excel (información respaldatoria). Estos comprobantes deben incluir como mínimo la siguiente información / columnas:

o Descripción del Servicio / Bien

o Cantidad

o Unidad de Medida

o Precio Unitario

o Total a Aprobar (\$ Pesos / USD)

o Nro. De Orden de Compra (PO/LOU)

o UTE

- En caso de enviarlos físicamente, el/los comprobantes no pueden tener firma ni sello del Contratista. De ser recibidos en estas condiciones, los mismos serán rechazados por O&G.

- Para la situación en que el Certificado / Comprobante se encuentre correctamente confeccionado, el "Usuario / Contract Holder" aprobará/certificará el servicio con sello y firma en caso de que sean Comprobantes físicos, o por e-mail en caso de haberlos recibido electrónicamente.

- Una vez que los Certificados / Comprobantes han sido aprobados, el Contratista seguirá las instrucciones del punto siguiente.

2. Emisión de Factura

- Habiendo cumplido los pasos del punto anterior, el Contratista podrá emitir una Factura Definitiva y enviarla por e-mail a:

UA-Arg-RF-upstream@shell.com

- Deberá adjuntar a la factura TODA la documentación de Certificación aprobada y escanearla en 1 SOLO documento pdf. (no se aceptan archivos ZIP)., de no suceder esto, NO podrá procesarse y la misma será rechazada.

- Deberá colocar el número de OC correspondiente VISIBLEMENTE en el cuerpo de la factura, caso contrario NO podrá procesarse y la misma será rechazada. Los números de ordenes tienen



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la siguiente nomenclatura:

o Orden tipo OA: orden madre (no es necesario colocarlo en la factura – dato referencial solamente)

o Orden tipo LOU: orden hija de la orden OA

o Orden tipo PO: orden independiente / stand alone

Estos números le serán informados por el "Usuario" o por personal de "Compras" de O&G.

- Tener en cuenta de colocarle el nombre del "Usuario / Contract Holder" VISIBLEMENTE en el cuerpo de la factura, caso contrario NO podrá procesarse y la misma será rechazada.
- Para los casos de Órdenes de Compra en USD (Dólares Estadounidense) que por consiguiente deben facturarse en Pesos, las mismas deberán contener en el detalle de la factura el siguiente texto (caso contrario podrá ser rechazada):

"Orden de Compra PO/LOU xxxxxxxx.

La factura se emite en Pesos, la misma equivale a USD xxxxxx considerando para tal conversión el TC del BNA (Cotización Divisas) del día xxxxxx siendo la suma de \$ xxxx por cada dólar estadounidense"

- Está prohibido emitir facturas a múltiples órdenes de compra. Cada factura deberá responder a UNA SOLA orden de compra. Si podrá haber múltiples facturas por orden de compra.
- En caso de ser observada, deberán tomar acción según se indique en la respuesta otorgada por O&G.

3. Procesamiento

- Una vez que la factura es recibida la misma se procesará en nuestro sistema informático (SAP) y se enviará por un sistema interno a Cuentas A Pagar para procesamiento de pago.
- A partir de allí comienza a correr el Plazo de Pago acordado desde Recepción de Factura "Confeccionada Correctamente". Para facturas que se reciban mal confeccionadas el plazo de pago no se podrá cumplir y correrá a partir de la recepción de la factura corregida.

4. Consultas

- Para consultas de fecha de pago / status de procesamiento en SAP:

APVENDORHELPDESK@shell.com

i. Margaret De Leon (margaret.deleon@shell.com)

ii. Rhazell Navarez (rhazell.navarez@shell.com)

iii. Liezel De Ocampo (L.DeOcampo@shell.com)

iv. Rina Panela Felipe (Rina-Pamela.Felipe@shell.com)

Hotline no: (1-866-595-6335 option 1)

5. Aclaraciones Adicionales

- La orden de pago y las retenciones (*) deben bajarse de la página del Citibank con número de CUIT. La sucursal de pago es: CITI - BARTOLOME MITRE 502 1ER SUBSUELO - CAPITAL - DIAS HABILES - HORARIO BANCARIO.

(*) Deben ingresar a la página del Citibank (www.citibank.com.ar) y a través del portal Citiconnect pueden bajar el certificado de retención, además de acceder a la información de las cobranzas. En caso de tener algún problema con el acceso, pueden comunicarse con la Mesa de Ayuda de Citiconnect: 5411-4721-6027, ó consultando a citiconnect.service@citi.com
Desde este portal podrán bajar la información de todas las cobranzas y las retenciones.



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En la página de Citiconnect hay 2 íconos, un ítem de facturas cobradas y otro de ítems a cobrar.

A veces, suben los certificados a las que dice "a cobrar" y no en el que dice "cobrados".

Los certificados estarán disponibles luego de 5 días hábiles de realizado el pago.

Anexo 1 – Definiciones

Definiciones:

1. Usuario o Contract Holder: Persona de O&G que Coordina y Administra las actividades diarias del servicio u operación que su compañía presta. Es la persona que aprueba las certificaciones de servicios.

2. Compras: Persona de O&G encargada de los aspectos Contractuales y Emisión de Ordenes de Compra.

Anexo 2 – Lista de Razones Sociales "Facturar a"

Usted deberá facturar a alguna de las Razones Sociales debajo indicadas según le indique el Usuario en el momento de la certificación de los servicios.

Las Ordenes de Compra siempre las emitirá O&G Developments LTD. S.A.

UTE Razones Sociales Posibles

(Revise la orden de compra
de O&G)

Dirección

Razón Social Vieja

O&G

DEVELOPMENTS

LTD. SA O&G DEVELOPMENTS LTD. SA

CUIT: 30-69557093-3

Av. Roque Saenz Peña

788

Capital Federal, Pcia.

de Buenos Aires,

Argentina

Código Postal 1035

No cambió.

BLOQUE AGUILA

MORA

GAS Y PETRÓLEO DEL NQN. SA

CON PART. EST. MAY. –

MEDANITO SA - O&G

DEVELOPMENTS LTD SA - UTE

AGUILA MORA

CUIT: 30-71123589-9

Perticone 1175

Neuquén, Pcia. de

Neuquén, Argentina

Código Postal 8300



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HIDROCARBUROS DEL
NEUQUÉN SA – CAÑUELAS SA
- UTE
BLOQUE SIERRAS
BLANCAS GAS Y PETROLEO DEL NEUQUEN
SA -MEDANITO SA - O&G
DEVELOPMENTS LTD SA - UTE
SIERRAS BLANCAS
CUIT: 30-71040450-6
Perticone 1175
Neuquén, Pcia. de
Neuquén, Argentina
Código Postal 8300
MEDANITO SA –
HIDENESA UNIÓN
TRANSITORIA DE
EMPRESAS SA ÁREAS
SECUNDARIAS –
SIERRAS BLANCAS
BLOQUE CRUZ DE
LORENA
GAS Y PETRÓLEO DEL NEUQUÉN
SA – O&G DEVELOPMENT S
LTD. SA – SHELL COMPAÑÍA
ARGENTINA DE PETRÓLEO SA –
AREA CRUZ DE LORENA UTE
CUIT: 33-71433877-9
Diagonal España 323
Neuquén, Pcia. de
Neuquén, Argentina
Código Postal 8300
No cambió.

Attachment 2

IRREVOCABLE LETTER OF INDEMNITY

[**XX_____], acting as President of [**name of CONTRACTOR company]
("CONTRACTOR"), domiciled in street [**insert address_____], a condition that I show through
plain copy of the bylaws and minute distribution of positions, that under oath of authenticity
and in full force, attached to this present, I declare:

By means of this letter of indemnity CONTRACTOR undertakes irrevocably to indemnify and
hold harmless the Buyer, its directors and shareholders, against any type of claim—judicial or
extrajudicial—whether past, present, or future, including labour, welfare, or social security
claims brought or that may be brought by CONTRACTOR's employees, contractors, or



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Date : 12.06.2018

subcontractors (collectively, "CONTRACTOR GROUP") bring, that directly or indirectly may affect the Buyer or its directors or its shareholders.

In that regard, CONTRACTOR assumes full and exclusive responsibility for those claims, committing fully and irrevocably to defend SHELL from actual or potential claims that members of CONTRACTOR GROUP may bring. CONTRACTOR will also be liable for any costs that Buyers, its directors, or its shareholders may incur as a consequence of those claims, including attorneys' fees. In any event, CONTRACTOR will use its best endeavours to obtain the voluntary dismissal of the Buyer, its directors, or its shareholders, in the stages prior to or at the beginning of any dispute resolution process.

CONTRACTOR assumes any financial liability, including attorney's fees that may arise, in connection with any judgment.

By this act, CONTRACTOR irrevocably authorizes the Buyer to withhold any amount of money that is owed to CONTRACTOR until the effective release of the Buyer, its directors, or its shareholders.

CONTRACTOR ratifies the acceptance of the Buyer's general hiring conditions, duly signed.

If any difference is generated between CONTRACTOR, its directors, or its shareholders, CONTRACTOR submits voluntarily and irrevocably to the exclusive jurisdiction of the Ordinary Courts of the City of Buenos Aires, waiving any other venue or jurisdiction that could correspond.

The signature and legal personality will be certified by notary public, in order to avoid procedural delays in the event of any conflicts.

Attachment 3

LIFE SAVING RULES - 2016

Our 12 Life-Saving Rules are the next step in our Goal Zero Journey. They are not new. Most people comply with them every day – but there are still breaches taking place. The Life-Saving Rules set out clear and simple "dos and don'ts" covering activities with the highest potential safety risk. They help to make sure that rules are followed and people are protected.

1. Work with a valid work permit when required
7. Do not walk under a suspended load
2. Conduct gas tests when required
8. Do not smoke outside designated smoking areas
3. Verify isolation before work begins and use the specified life protecting equipment
9. No alcohol or drugs while working or driving
4. Obtain authorisation before entering a confined



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space

10. While driving, do not use your
phone and do not exceed speed limits

5. Obtain authorisation
before overriding or
disabling safety critical
equipment

11. Wear your seat belt

6. Protect yourself against a
fall when working at height

12. Follow prescribed Journey

Management Plan

Attachment 4

DRUG & ALCOHOL POLICY

INTRODUCTION

The use of drugs and alcohol can impair performance at work, and can be a serious threat to safety and environment, health and productivity. The Company wishes to ensure that all employees recognize this threat and aims at minimizing the risks involved. In order to achieve this, the following policy will apply and will be part of the employee's conditions of employment.

PURPOSE

This policy statement is to both inform and serve as a Terms of Agreement to all employees and contractors at O&G Developments Ltd. SA of the company's stance on the use, possession or trafficking of illegal drugs and alcohol on company premises. It also serves to encourage an enlightened attitude towards these disorders and to provide guidelines for consistent handling of problems resulting from alcohol and drug use.

POLICY

It is imperative to note that in keeping with the Shell Group HSSE & SP Alcohol and Drugs Control Framework (O&G), O&G Developments Ltd. SA will give the same consideration to employees with dependencies on alcohol and/or drugs as it does to employees having any other disease. O&G is only concerned with those situations where the use of alcohol and/or drugs interferes with the employee's / contractor's health, safety or job performance, adversely affects the job performance of other employees or is considered to be so serious as to be detrimental to the business. O&G will assist an employee to obtain effective treatment and any employee who conscientiously seeks such help, will not place his or her job in jeopardy by doing so. The normal Company benefits that apply to any illnesses will be available to such an employee.

However, the following must be noted:

(1) The Company recognizes that alcohol and/or drug dependency is a treatable condition.

Employees who have alcohol or drug dependency are required to voluntarily seek medical advice through O&G Medical Program and to follow appropriate treatment promptly. The Company will assist an employee to obtain treatment and employees



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who voluntarily seek such help will not place their employment in jeopardy by doing so, although alternative work may be considered. The normal company benefits, which apply to any illness, will be available but subject to review. All information shall remain fully confidential.

(2) The illicit use of illegitimate drugs or the use, possession, distribution, or sale of illegal drugs is strictly prohibited. To ensure a drug free environment, the Company reserves the right to search all Company vehicles and all property brought onto the Company's premises at any time at its discretion.

(3) As per the Company's mandatory Life Saving Rules, all employees and contractors must always inform their supervisor or the person in charge, if they are taking any medications that may have an effect on their performance and must intervene if they suspect or witness a case of alcohol or drug abuse.

(4) As a condition of employment, the Company will require that prospective employees be treated by Company approved means for drug use and/or alcohol dependency.

(5) With immediate effect, Drug and Alcohol testing will be conducted for any of the following reasons: -

- (a) Pre-employment testing
- (b) Pre-Placement testing
- (c) Random Testing
- (d) For cause testing
- (e) Post-Accident testing
- (f) Periodic Testing
- (g) Employee Physicals
- (h) Employee who has received treatment for drug or alcohol abuse at anytime during the proceeding five years.

(5) Termination of employment will occur in the following circumstances:

- (a) Failure to co-operate with the terms of this policy
- (b) Failure to comply with treatment, rehabilitation, and/or other follow-up requirements.
- (c) Being under the influence of alcohol or drugs while on the job.
- (d) The use, possession, distribution or sale of illegal drugs on company business or premises.
- (e) The use of alcohol on company business or premises, unless previously authorized.
- (f) Conviction for a drug related offense.

(6) (a) The use of alcohol during business lunches or meetings either within or outside the normal work site during normal working hours is prohibited.

(b) The use of alcohol by employees is prohibited at all worksites except as may be authorized for specific gatherings, by Management Team.

(c) Where use of alcohol outside normal working hours is authorized, such use may only be in a clearly segregated area, remote from normal working areas (Lunch Rooms, Conference /Meeting Rooms).



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(d) Where use of alcohol outside normal working hours is authorized, a designated individual shall be responsible for securing the designated area and supervising the use and storage of such alcoholic drinks being consumed.
This policy is issued in accordance with the relevant Shell Group Guidelines (O&G) and is subject to annual review.

Note:-

"Being under the influence" means a positive test for drugs or alcohol done by company approved means.

"Possession" in the context of this policy includes the presence of the drug in your breath, blood or urine.

Currency: ARS

Item	Material /Service	Description	Qty	U/M	Unit Price	Order Value
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10		(38)CLEAN OUT (OIL ADDPER SERVICE) WO/NT No : 30275297 3805 (38)CLEAN OUT (OIL ADDPER SERVICE) WBS No. : C.AR.CDL.XG.17.015.0943A Location : Cruz de Lorena Plant Final Recipient : FLOPEZ (38)CLEAN OUT (OIL ADDPER SERVICE) SHORT TEXT: Jornada desparafinación CDL-4 Coiled tubing Campaña ALS 2017 ---- WELL: ARG CDL-4 ARTIFICIAL LIFT NETWORK: 30275297 ENGINEER: SANTIAGO SANCHEZ/FEDERICO LOPEZ COST ANALYST: TIDY PARSONS CP: WALTER VILLARREAL – A02 208016 OIL ADDPER SERVICE SRL				
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Of total quantity, following quantities to be delivered on dates shown:

<u>DELIV. START DATE</u>	<u>DELIV. END DATE</u>
15.05.2018	15.05.2018

The item covers the following services:

10	32078131	HOT OIL/WATER SVC,\$	204600.000	EA	1.00	204,600.00
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Date : 12.06.2018

PO VALUE EXCL. TAX	ARS	204,600.00
TOTAL VAT	ARS	42,966.00
TOTAL PO VALUE INCL. TAX	ARS	247,566.00

Purchaser: Villarreal, Walter

Phone No:541141302118

Signature:_____



CERTIFICADO OAS SERVICIO

Código:
Version:
Fecha Vigencia:

Tipo de Servicio: HOT WATER OIL

Fecha Inicio: 18-03-2018

Fecha Fin: 19-03-2018

Certificado: 001177

Cliente: SHELL CAPSA

Contrato/O.Compra: 000041

C.Costo:

Observaciones:

Servicio asistencia Coiled Tubing pozo CDL x4.
Servicio diurno y nocturno

Detalle:

Fecha	Instalacion	Centro	Cantidad	Concepto	Precio Unitario	Subtotal
18-03-2018	CDL X4	H17	1.000	JORNADA DIARIA AET	\$ 68.200,00	\$ 68.200,00
18-03-2018	CDL X4	H17	1.000	JORNADA DIARIA AET	\$ 68.200,00	\$ 68.200,00
19-03-2018	CDL X4	H17	1.000	JORNADA DIARIA AET	\$ 68.200,00	\$ 68.200,00

Resumen:

Cantidad	Concepto	Precio Unitario	Subtotal
3.000	JORNADA DIARIA AET	\$ 68.200,00	\$ 204.600,00
			\$204.600,00

Lic. GONDO FERNANDO
GERENTE DE OPERACIONES
OILADOPE SERVICES S R L

Fecha

Firma Sup. O.A.S. Servicios

☐ CONF ☐ NO CONF ☐ OBS

Firma Cliente

FEDERICO J. LOPEZ
Production Engineer
Neuquén Argentina
Upstream Americas Unconventional