BASIS OF THE SELECTION PROCESS

FORMAT NO. 2

CONFIDENTIALITY AGREEMENT

This document certifies the Confidentiality Agreement (hereinafter the "Agreement") entered into between Petróleos del Perú S.A., a company incorporated in accordance with the laws of the Republic of Peru (hereinafter referred to as "PETROPERÚ"), domiciled at Prolongación Av. G-2, Zona de Refinería Talara, Pariñas, Talara - Piura, duly represented by [ ], Mr. [\_\_\_\_\_\_\_\_\_\_\_\_\_], identified with document No. [\_\_\_\_\_\_\_\_\_\_\_\_], designated by [ ], dated xxxxx, and [name of the Oil Company], a company incorporated in accordance with the laws of [country where the Oil Company was established], (hereinafter referred to as the "Oil Company") domiciled in [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], duly represented by [name of the authorized representative], identified with document/foreigner card No. [\_\_\_\_\_\_\_\_\_\_\_].

BACKGROUND

By Supreme Decree No. 024-2021-EM of 09.28.2021, the transfer of the participation of Geopark Peru S.A.C. in favor of PETROPERÚ was approved, and as of that date, PETROPERÚ is the holder of the License Contract for the Exploration and Exploitation of Hydrocarbons in Lot 64, with 100% of the participation.

It is in PETROPERÚ's interest to assign a percentage of its participation in the aforementioned License Agreement to a Strategic Partner. For this purpose, PETROPERÚ is willing, in accordance with the terms and conditions of this Agreement, to disclose confidential information of Lot 64, which includes geological and geophysical data, maps, models and interpretations, as well as may include commercial, contractual, financial, social and environmental information (hereinafter, "Confidential Information").

FIRST: PURPOSE

The purpose of this Agreement is to authorize the [Oil Company] to access Confidential Information, so that it can make its own evaluation of the information and determine whether it will participate in the Selection Process for **PUBLIC CALL No. PETROPERÚ-001-2024-L64**, which PETROPERÚ carries out for the assignment of a percentage of its participation in the License Agreement.

SECOND: DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 The [Petroleum Company] may disclose the Confidential Information without the prior consent of PETROPERÚ, provided that [Petroleum Company] requires the following persons to evaluate the technical information of Batch 64: employees, executives and directors, or employees, executives and directors of a company with which the [Petroleum Company] has corporate, economic or commercial ties (“Affiliates”).

2.1.1 Any consultant or technical advisor of various specialties, or agent employed or engaged by the [Oil Company] or any of its Affiliates.

2.1.2 Any bank, financial institution or entity intending to provide financing to [oil company] to execute the Project, including any consultant engaged by such bank, financial institution or entity.

2.2 However, before making any disclosure to any of the persons referred to in points 2.1.1 and 2.1.2, the [Oil Company] shall ensure that the representatives of these entities sign a Non-Disclosure Agreement with substantially the same content as this Agreement.

2.3 The [Petroleum Company] shall not acquire any ownership or rights over the Confidential Information and PETROPERÚ may demand its destruction at any time upon written notice to the [Petroleum Company].

 Within thirty (30) days of receipt of such notice, [Oil Company] shall return all original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in any form, including but not limited to electronic media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement and provide evidence of its compliance to PETROPERÚ.

2.4 The above provision of destruction of all copies and reproductions does not apply to: i) information included in internal corporate documents and/or ii) electronic backup information that is automatically generated on the server, in which case the [Oil Company] is restricted from accessing such information.

THIRD: OBLIGATIONS OF [THE OIL COMPANY]

3.1 The [Oil Company] will be responsible for the handling and provision of Confidential Information and will take security measures in terms of handling and information technology, to prevent the Confidential Information from being manipulated, altered, misrepresented, denatured in its form and substance, by third parties to whom the [Petroleum Company] delivers the Confidential Information.

FOURTH: NON-CONFIDENTIAL INFORMATION

4.1 The nature of the Confidential Information and the obligation to maintain it as such shall be for the period specified in this Agreement and shall apply from the date of signature of this Agreement, except in the following cases:

4.1.1 In the event that, having received access to the Confidential Information, it becomes public domain.

4.1.2 In the event that the Confidential Information is requested by a Government Control authority by any power of the Peruvian State with legal powers to do so.

4.1.3 In the event that PETROPERÚ expressly consents in writing to the disclosure of such Confidential Information.

4.1.4 Information that is developed by the [Oil Company], independently and different from the Confidential Information received from PETROPERÚ.

4.1.5 Information that was already known to [Oil Company] or any Affiliate as of the date hereof.

4.1.6 Information that is acquired independently from a third party demonstrating that it is entitled to disseminate such information at the time it is acquired by the [Oil Company] or by an Affiliate.

FIFTH: TERM

5.1 The term of this Agreement shall be one (01) Year from its subscription.

SIXTH: WARRANTIES AND REPRESENTATIONS

6.1 PETROPERÚ represents and warrants that it has the right and authority to disclose the Confidential Information to the [Oil Company]. Likewise, PETROPERÚ declares that it acts in good faith with respect to the Confidential Information disseminated, but does not represent or guarantee, expressly or implicitly, the accuracy of the Confidential Information disclosed by it; and the [Oil Company] expressly acknowledges the risk of error inherent in the acquisition, processing and interpretation of geological and geophysical data. PETROPERÚ, its employees, officers and directors shall have no responsibility for the use of the Confidential Information by the [Oil Company].

SEVENTH: RESPONSIBILITY

7.1 If the [Oil Company] breaches any of the terms established in this Agreement, it will give rise to the corresponding compensation in favor of PETROPERÚ. This liability of the [Oil Company] shall be limited only to direct damages to PETROPERÚ.

EIGHTH: APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement is subject to the laws of the Republic of Peru.

8.2 Any dispute, discrepancy, controversy or claim arising out of or relating directly or indirectly to the implementation or interpretation of this Agreement shall be subject to direct negotiations in good faith.

Only in the event that said conciliation mechanism does not resolve the dispute, discrepancy, controversy or claim, PETROPERÚ and the [Oil Company] will submit to arbitration, in accordance with the arbitration rules of the Arbitration Center of the Chamber of Commerce of Lima, to whose rules, management and decision, PETROPERÚ and the [Oil Company] will unconditionally submit, declaring to know and accept them in their entirety.

NINTH: COMMUNICATIONS

9.1 All necessary communications between PETROPERÚ and the [Oil Company] during the execution of this Agreement, must be sent by electronic means with acknowledgement of receipt. Oral communication is not a valid communication for the purposes of this Agreement.

The contact details of PETROPERÚ and the [Oil Company] are as follows:

Selection Committee

PETROPERÚ

Email: procesoseleccion\_lote64@petroperu.com.pe

[Oil Company]

General Manager

xxxxxxxxxxxxxx

Phone Number: (511) xxxx

Email: xxxxx@xxxxxxxxxxxxxxxx

TENTH: ASSIGNMENT OF THE AGREEMENT

10.1 The [Oil Company] may not assign its rights or obligations under this Agreement, except by a decision duly supported and conditioned on the prior written approval of PETROPERÚ.

No amendment, change or modification to this Agreement shall be valid unless made in writing and signed by a duly authorized representative of PETROPERÚ and the [Oil Company].

We sign this Agreement in one (1) original of equal value and content, in Lima on xxx days of xxx of 2024.