

**AMENDMENT TO COMMERCIAL TERMS**

AMENDED COMMERCIAL TERMS No. CW2389607	AMENDMENT No. 1	EFFECTIVE DATE 08/12/2024	PAGE 1 of 3
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These Commercial Terms No. **CW2389607** ("Commercial Terms") executed between CONTRACTOR and COMPANY (collectively the "Parties") is modified by this Amendment, as referenced above ("Amendment"), effective as of **08/12/2024**.

Except as modified by this and any other previous Amendment (if any), the initial Commercial Terms shall remain in full force and effect as originally written.

Unless otherwise specified in this Amendment, any inconsistency in this Amendment or between this Amendment and any other document shall be resolved by giving precedence in the following order: (a) these Commercial Terms, (b) this Amendment and (c) any other previous Amendment.

ISSUED TO:**Walsh Perú S.A****Physical Address:**

Calle Alexander Fleming
N° 187 Higuereta
Surco, Lima, Perú

Mailing Address:

Same as above

Herein Called "CONTRACTOR"

Contact: Gonzalo Morante
Phone No.: +51 997511076
Email: gmorante@walshp.com.pe

ISSUED BY:**Anadarko Perú B.V. Sucursal Peruana****Physical Address:**

Avenida Pardo y Aliaga 675, Oficina 201
San Isidro
Lima 27 Perú

Mailing Address:

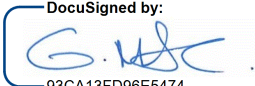
Same as above

Herein Called "COMPANY"

Contact: Barry Aschenbrenner
Phone No.: +1 832-636-2618
Email: barry_aschenbrenner@oxy.com

IN WITNESS HEREOF, the Parties have duly executed this Amendment effective as of the date first above written.

CONTRACTOR

By: 
Name: Gonzalo Morante
Title: General Manager
Date: 8/23/2024

COMPANY

By: 
Name: Luis Enrique Cordova Vargas
Title: Legal Representative
Date: 8/23/2024

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Whereas, the following has been the Commercial Terms' history:

Document	Effective Date
Contract No. CW2389607	05/20/2024
Amendment No. 1	08/12/2024

Whereas, for good and valuable consideration, the Parties desire to amend the Commercial Terms and/or any other previous amendment(s) if any, to read as follows:

- TERM** shall be deleted in its entirety and replaced with the following:

This Order shall be effective from the Effective Date until **September 15, 2024** (the "Expiration Date"), unless earlier terminated in accordance with the terms of the MSA. Any orders for Work placed by the Company prior to the Expiration Date, but not delivered or performed by Contractor until after the Expiration Date, shall continue in effect and be governed by this Work Order. No new orders for Work, however, may be placed after the Expiration Date.
- Exhibit 1 – Section 1.1 Community Relations Specialist and related logistics** shall be deleted in its entirety and replaced with the following:

Activities to be Performed
 - Preparation and delivery of informational resources during the informative meetings and at the Permanent and Mobile offices.
 - Support the Citizen Information and Communication Program of the seismic Project.
 - **Communication support (with the use of loudspeakers) to invite communities to the closing meetings of the project**
Verification Methods
 - Register of the implementation of the Citizen Information and Communication Program.
 - Photographic record.
 - Record of questions and answers provided.
 - Record of attendees.
 - Report on the implementation of the Citizen Information and Communication Program
- Exhibit 1 – Section 1.5 Support for artisanal fishing organizations – Complementary courses** shall be deleted in its entirety and replaced with the following:

Contractor shall implement the following courses by Jaime Lara as per the requested number of attendees and contingencies for locations requesting additional participants:
 - Artisanal Fishing Sailor Course
 - Bay Sailor Course
 - OMI Course
 - Qualified Fishing Sailor Course
Activities to be Performed.
 - Call for participation in training courses on fishing topics.
 - Organization and implementation of training for artisanal fishermen.
- Exhibit 2 – Invoicing Requirements** shall be deleted in its entirety and replaced with the attached Anadarko Peru B.V. Sucursal Peruana (Company) **INVOICING PROCEDURE**

AMENDED COMMERCIAL TERMS No. CW2389607	AMENDMENT No. 1	EFFECTIVE DATE 08/12/2024	PAGE 3 of 3
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- **Exhibit 3 – 1 Contractor Pricing** shall be deleted in its entirety and replaced with the following:

Item	Description	Cost Type	Total (USD)
1.1	Community Relations Specialist (CRS) and related logistics	Lump Sum	\$57,879.93
1.2	CRS transportation (3 vehicles)	Lump Sum	\$60,587.52
1.3	Environmental Specialist and related logistics	Lump Sum	\$34,219.20
1.4	Mobile offices	Lump Sum	\$10,024.00
1.5	Support for artisanal fishing organizations - Complementary courses.	Lump Sum	\$122,733.57
1.6	Complaints and claims - Fishing supplies	Lump Sum	\$37,533.19
TOTAL			\$322,977.41

Pricing Terms and Conditions:

- All prices are in US Dollars
- Prices are inclusive of all costs related to the provision of the services excluding VAT (if any).
- In case of any change on the service Expiration Date, items shall be prorated based on the actual days of service.
- Note Item 1.2:
Any additional services shall be agreed to in writing by Company. The total value of item 1.2 shall not exceed USD138,000
- **Note Item 1.5:**
Notwithstanding the cost was calculated as Lump Sum, Contractor will only invoice the Company for the actual costs of the courses/trainings that are dictated to the fishermen.
- Note 1.6:
Contractor shall obtain Company review and approval prior to providing replacement shipping supplies.
- The total value of this Commercial Terms document shall not exceed **USD 322,977.41** unless agreed to in writing (e-mail) by Company.
 - a. Any such authorization shall be included with invoice.
- Payment Terms - NET 30
- Contractor shall submit their invoice as per the invoice instructions contained in this Work Order.

Invoice Schedule:

- 30% at the third monthly deliverable (Monthly Report)
- 50% at the fourth monthly deliverable (Monthly Report)
- 20% upon Final Report deliver.

ANADARKO PERU B.V. SUCURSAL PERUANA

REGISTERED OFFICE:
AV. FELIPE PARDO Y ALIAGA 675 INT 201
SAN ISIDRO • LIMA 27 PERU



ANADARKO PERU B.V. SUCURSAL PERUANA (Company) INVOICING PROCEDURE

All Contractor's or Suppliers of Anadarko Peru B.V. Sucursal Peruana must submit invoices in accordance with the following procedures

Issue Invoice to:

ANADARKO PERU B.V. SUCURSAL PERUANA

RUC N° 20602405916

Av. FELIPE PARDO Y ALIAGA NRO. 675 INT 201

SAN ISIDRO

LIMA 27 PERU

Email Electronic Invoice (XML & PDF) to

OxyInternationalNPO@oxy.com

E-mail copy to:

Aveina_pendergrast@oxy.com

Carolina_leal@oxy.com

Helen_he@oxy.com

Note - Email subject line must include vendor name and invoice number

Foreign and local Peruvian contractors and suppliers must send the invoice in PDF and/or XML [if applicable by law] to Anadarko's International Accounts Payable email address referenced above containing the following information:

1. Contractor's or Supplier's name, address and contact phone and fax numbers.
2. Invoice Number.
3. Invoice Date.
4. Bill to Anadarko Peru B.V. Sucursal Peruana at the address indicated above.
5. Anadarko Peru B.V. Sucursal Peruana Tax ID - RUC: 20602405916.
6. Description of Service/quantity of goods supplied as referenced in the contract.
7. Unit price of each service/product.
8. Total Amount of each service and product.
9. Contract or Purchase Order Number and Currency.
10. Peru residents must clearly list the applicable VAT rate and amount on the invoice.
11. Total Payable amount.

REGISTERED BRANCH OF ANADARKO PERU B.V. (A NETHERLANDS COMPANY)

HEAD OFFICE:
1201 LAKE ROBBINS DRIVE • THE WOODLANDS, TEXAS 77380
PHONE: 832.636.1000 FAX: 832.636.8023

ANADARKO PERU B.V. SUCURSAL PERUANA

REGISTERED OFFICE:
AV. FELIPE PARDO Y ALIAGA 675 INT 201
SAN ISIDRO • LIMA 27 PERU



12. Contractor's or Suppliers must submit supporting Documentation attached in the same PDF, **(Timesheets, Reports with the description of activities or services delivered and the location where the activities or services are provided, emails, or any other document that support that the service or the activity was performed and delivered).**
13. Contractor's or Suppliers are to bill in the currency consistent with the terms of the contract.
14. Company may withhold applicable local taxes as required by Peruvian Law. Invoice should not indicate any amount of withholding tax.
15. Payment shall only be made by the Company into an account in the name of Contractor. Contractors will need to send the complete banking information on the invoice or in a separate letter.
16. **Company will only accept invoices with an invoice date of the current month through the 20th of the particular month. Invoices received with a prior month date will be sent back to vendor for re-issuing. For December only, invoices should be submitted by the 15th due to holidays and year end deadlines.**
17. Local Peruvian Contractors and/or suppliers RUC number must meet the condition/status of "Activo" and "Habido", according to SUNAT's public information (<http://www.sunat.gob.pe> , Consulta RUC).

Estado del Contribuyente:	ACTIVO
Condición del Contribuyente:	HABIDO

Should Contractor have any questions regarding Invoice Procedures, please address them directly to Company's Accounts Payable department at the above address.

REGISTERED BRANCH OF ANADARKO PERU B.V. (A NETHERLANDS COMPANY)

HEAD OFFICE:
1201 LAKE ROBBINS DRIVE • THE WOODLANDS, TEXAS 77380
PHONE: 832.636.1000 FAX: 832.636.8023

Certificado de finalización

Identificador del sobre: 7E4927DF07084B9B98A03772CE9AF26D
Asunto: Complete with DocuSign: Amendment No.1_CW2389607_Walsh
Sobre de origen:
Páginas del documento: 5
Páginas del certificado: 5
Firma guiada: Activado
Sello del identificador del sobre: Activado
Zona horaria: (UTC-06:00) Hora central (Estados Unidos y Canadá)

Estado: Completado

Autor del sobre:
Diana Chunza
5 Greenway Plaza, Ste 110
Houston, TX 77046-0526
Diana_Chunza@oxy.com
Dirección IP: 144.94.0.4

Seguimiento de registro

Estado: Original
22/08/2024 14:10:42
Titular: Diana Chunza
Diana_Chunza@oxy.com

Ubicación: DocuSign

Eventos de firmante

Diana Chunza
diana_chunza@oxy.com
Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Firma

DS


Adopción de firma: Estilo preseleccionado
Utilizando dirección IP: 144.94.0.4

Fecha y hora

Enviado: 22/08/2024 14:14:36
Visto: 22/08/2024 14:14:44
Firmado: 22/08/2024 14:14:49

Divulgación de firma y Registro electrónicos:
No se ofreció a través de DocuSign

Cesar Ardiles Villavicencio
Cesar_ArdilesVillavicencio@oxy.com
Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna), Inicio de sesión
con SSO

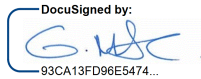
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Firmado: 23/08/2024 8:57:48

Divulgación de firma y Registro electrónicos:
No se ofreció a través de DocuSign

Gonzalo Morante
gmorante@walshp.com.pe
Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

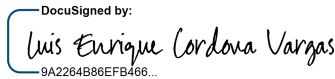
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Adopción de firma: Imagen de firma cargada
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Firmado: 23/08/2024 13:32:05

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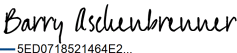
Luis Enrique Cordova Vargas
lcordova@vcgabogados.com
Legal Representative
Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

DocuSigned by:

9A2264B86EFB466...

Adopción de firma: Estilo preseleccionado
Utilizando dirección IP: 200.121.42.28
Firmado con un dispositivo móvil

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Visto: 23/08/2024 13:34:57
Firmado: 23/08/2024 13:35:15

Divulgación de firma y Registro electrónicos:
Aceptado: 05/04/2022 16:40:21
ID: 89478742-99d7-406f-b92c-be9e71b7381a

Eventos de firmante	Firma	Fecha y hora
Barry Aschenbrenner Barry_Aschenbrenner@oxy.com D&C SCM Manager OXY, Inc. Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)	DocuSigned by:  5ED0718521464E2... Adopción de firma: Estilo preseleccionado Utilizando dirección IP: 107.115.187.206 Firmado con un dispositivo móvil	Enviado: 23/08/2024 13:35:17 Visto: 23/08/2024 13:45:01 Firmado: 23/08/2024 13:45:11
Divulgación de firma y Registro electrónicos: No se ofreció a través de DocuSign		
Eventos de firmante en persona	Firma	Fecha y hora
Eventos de entrega al editor	Estado	Fecha y hora
Eventos de entrega al agente	Estado	Fecha y hora
Eventos de entrega al intermediario	Estado	Fecha y hora
Eventos de entrega certificada	Estado	Fecha y hora
Eventos de copia de carbón	Estado	Fecha y hora
Maria Leal Carolina_Leal@oxy.com Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)	Copiado	Enviado: 23/08/2024 13:45:12
Divulgación de firma y Registro electrónicos: No se ofreció a través de DocuSign		
Eventos del testigo	Firma	Fecha y hora
Eventos de notario	Firma	Fecha y hora
Resumen de eventos del sobre	Estado	Marcas de tiempo
Sobre enviado	Con hash/cifrado	22/08/2024 14:14:36
Certificado entregado	Seguridad comprobada	23/08/2024 13:45:01
Firma completada	Seguridad comprobada	23/08/2024 13:45:11
Completado	Seguridad comprobada	23/08/2024 13:45:13
Eventos del pago	Estado	Marcas de tiempo
Divulgación de firma y Registro electrónicos		

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