

ROSNEFT



OUR BUSINESS PROCESS SOLUTION



October 2017

M MAZARS
C A B R E R A

*You know where you want to go.
Mazars Cabrera can help you get there.*



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1. ENGAGEMENT LETTER

Rio de Janeiro, October 10, 2017.

Rosneft Brasil E&P Ltda.
CNPJ/MF 13.612.806/0001-82
Av. Atlântica, 1130 - Copacabana - Rio de Janeiro - RJ

Dear Sirs:

We would like to thank you for the opportunity to submit this engagement letter which outlines our proposed services within our area of expertise for the outsourcing of accounting, tax, payroll and financial processes of:

Company name	CNPJ	Address	Legal Representative	CPF
Rosneft Brasil E&P Ltda.	13.612.806/0001-82	Av. Atlântica, 1130 - Copacabana Rio de Janeiro - RJ		

Rosneft Brasil E&P Ltda. is hereby duly represented by its legal representatives pursuant to the terms of its articles of organisation and is hereinafter referred to as **Rosneft**.

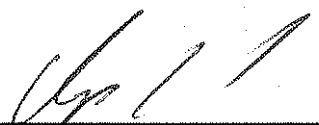
This letter was issued in accordance with Resolution 987/03 of the Federal Accounting Council and, once **Rosneft** signs it, the letter will serve as a Business Process Outsourcing Services Agreement. Structural changes are currently under discussion in relation to accounting and tax procedures. Where any new accounting or tax procedure becomes legally required, we will discuss with you a commensurate adjustment to our fees.

To comply with legal requirements and rules established by regulatory bodies of the audit and accountancy profession, **Cabrera Consultoria Contábil e Tributária Ltda.** may become legally compelled to disclose any information about the activities of **Rosneft** under Law 12,683/2012 (Anti-Money Laundering Act). This Law makes it mandatory for audit and accounting firms and professionals employed by these firms to report any suspicious activities they come across to the **Brazilian Financial Intelligence Unit (COAF)** regardless of any communication with and/or authorization from **Rosneft**.

We appreciate your attention to this matter. If you have any questions, please do not hesitate to contact us. We wish to express our interest in serving you and we understand your needs to work out the best work methodology for your business operations.

Very truly yours,

Mazars
Cabrera Consultoria Contábil e Tributária Ltda.
CNPJ/MF 05.430.532/0002-63
Rua do Passeio, 42, 11º e 12º andares, Centro, Rio de Janeiro. CEP: 20021-290


Uipiquer Gomes dos Santos
Accountant CRC 1SP196349/O-4


Francisco de Assis da Silva
Accountant CRC 062785/O-9

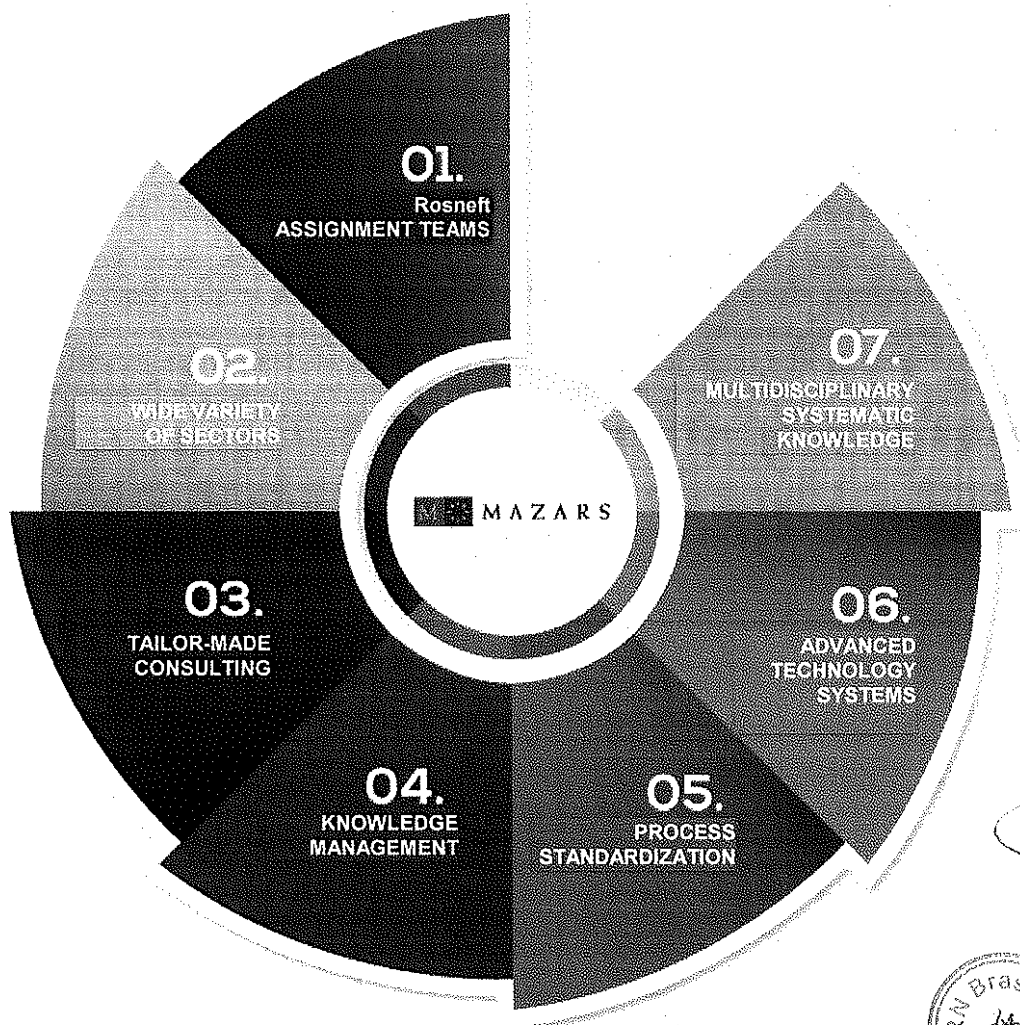
2. ABOUT THE *COMPANY*:

Rosneft

Rosneft is the leader of Russia's petroleum industry and is one of the world's largest oil and gas companies. It is engaged in the exploration and production of oil & gas, production of petroleum products and petrochemicals, and marketing of outputs.

Rosneft is a global energy company with major assets located in Russia and a diversified portfolio in promising regions of the international oil and gas sector.

3. OUR *COMPETITIVE EDGE*



3.1 OUR COMPETITIVE EDGE *IN DETAIL*

01. Client Assignment Teams

We have an efficient client assignment team model, where our clients are served by teams of qualified professionals so that information is shared and accessible by all those involved in the engagement. We are able to handle the demands of our clients in a quick and efficient manner by adopting a flexible approach to developing our services both at the client's premises and in the office of **Mazars**.

02. Wide Variety of Sectors

Mazars has experience in a wide range of sectors, including commerce, manufacturing, retail and other, and has currently a local portfolio of approximately 200 clients.

03. Tailor-Made Consulting

The legislation is changing constantly, and our staff is always up to date on the most recent changes in the labour laws and practices.

We offer full support for our clients, assisting them in managing information for the decision making through the use of the best practices to mitigate risks.

04. Knowledge Management

Disseminate in a uniform and accurate manner all information and knowledge necessary for the good performance of our services, ensuring access to each client's particular characteristics and achievement of the expected result.

05. Process Standardization and Synergy

Our processes are standardized to ensure we provide our clients with quality services irrespective of client's segment, size, etc.

In client engagements, we prioritize the total synergy of our teams, maintaining the quality of our services regardless of the professional assigned or approach adopted.

06. Advanced Technology Systems Support

We have systems specialists to provide technical support in an efficient manner.

07. Multidisciplinary Systematic Knowledge

Mazars can count on highly qualified professionals to handle a wide range of systems and meet specific client needs.

4. ABOUT MAZARS

RIO DE JANEIRO



We are located in the central part of the city of Rio de Janeiro, in the heart of the city. The professionals are distributed on 2 floors and 2,200 square metres. We serve clients of all sizes in various sectors, rigorously complying with all national and international rules, standards and regulations, and share the same values as all **Mazars Cabrera** offices.

BRAZIL



Mazars Cabrera is an independent company, specialising in Audit, Advisory, Tax, Outsourcing and Accounting services. **Mazars** serves the business community as a whole, from global, large organisations to SMEs, as well as the private sector and private individuals. **Mazars** employs more than 800 people in 5 offices in Brazil (São Paulo, Rio de Janeiro, Campinas, Curitiba and Ribeirão Preto).

GLOBALLY



Mazars is an international, integrated and independent organisation, specialising in Audit, Advisory, Tax, Outsourcing and Accounting Services. **Mazars** operates in 87 countries across the globe, 79 of these countries are part of **Mazars'** international integrated partnership, with over 18,000 professionals.

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5. A COMPLETE RANGE OF *SERVICES*

ACCOUNTING AND OUTSOURCING

- Accounting, financial and tax outsourcing
- Payroll and benefits administration outsourcing
- Paralegal services

TAX

- Tax advisory and compliance
- Tax IT
- Indirect taxes
- International tax
- Tax audit
- SISCOSERV
- Private individual income tax returns
- Global mobility
- Labour and social security
- Tax controversy
- Transfer pricing

CLIENTS

MADE-TO-MEASURE SOLUTIONS

AUDIT

- Independent audit of financial statements for consolidation purposes
- Limited review of financial statements
- Adoption of agreed-upon procedures
- Assurance engagements

FINANCIAL ADVISORY

- Due diligence and transaction support
- Business and asset valuations
- Project finance & financial business modelling
- Litigation and arbitration

ADVISORY

- Anti-corruption and Anti-money laundering
- Strategic and financial management
- Fraud
- IT services
- Cost reduction & Sourcing 360°
- Big data analytics
- Internal control
- Risk management
- Governance
- Internal audit



6. OUR CREDENTIALS

IN THE SECTOR

Numerous clients in this sector



IN THE SERVICE



Location	Rio de Janeiro
Service provided by Mazars	Accounting, tax and payroll outsourcing.
Sector	Logistics

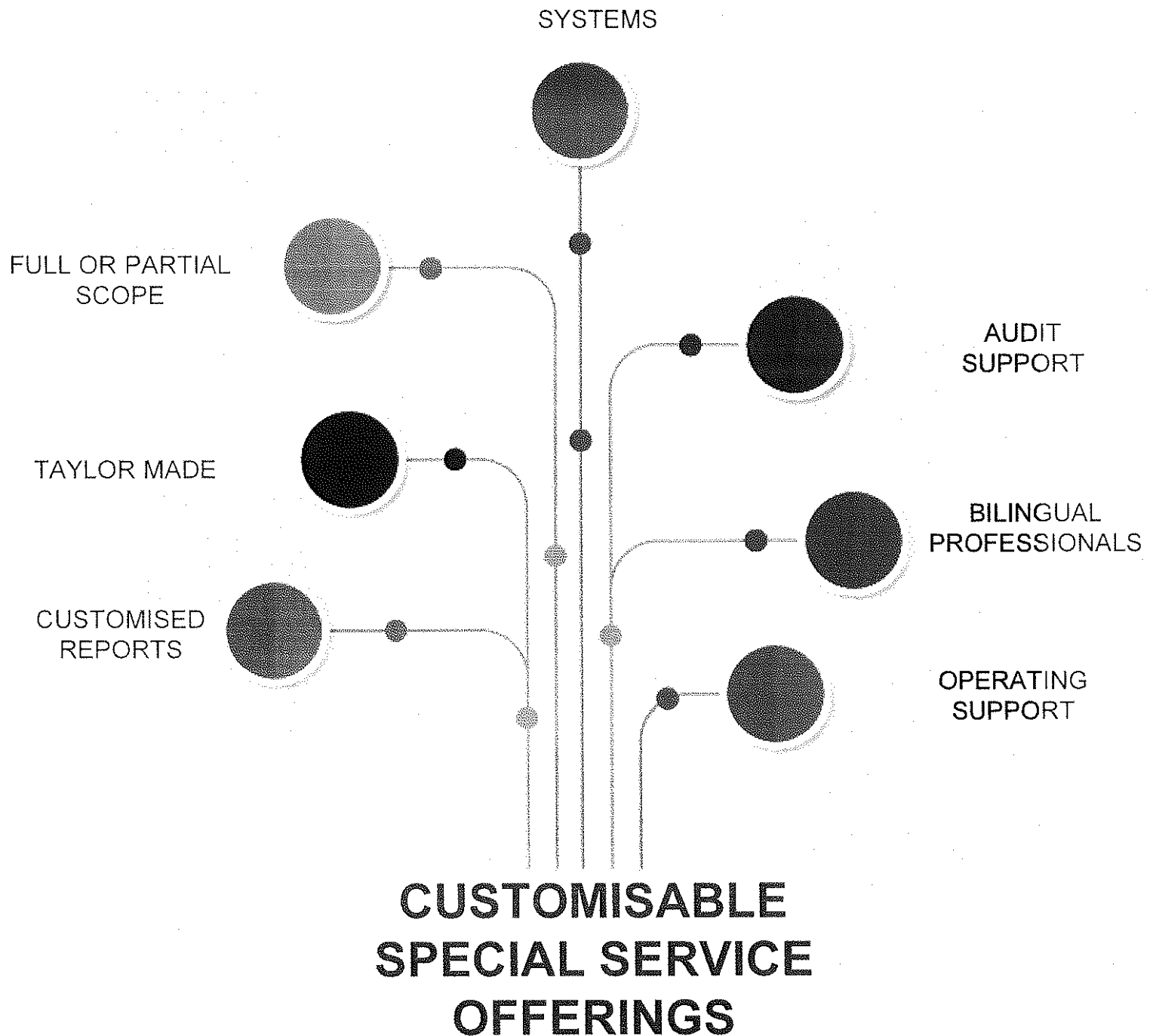


Location	Rio de Janeiro
Service provided by Mazars	Accounting, tax and payroll outsourcing.
Sector	Civil engineering



Location	Rio de Janeiro
Service provided by Mazars	Accounting, tax and payroll outsourcing.
Sector	Technology

7. *OUR SOLUTION* EMBODIES CUSTOMISATIONS AND SPECIAL SERVICE OFFERINGS



8. OTHER SPECIAL SERVICE OFFERINGS AND *CUSTOMISATIONS*

FULL OR PARTIAL SCOPE

Our projects are specially designed for each client, and assignments may be undertaken:

- In full in the office of Mazars;
- At client's premises;

TAYLOR MADE

We offer a scope of work and the client can agree to full or partial scope, with any scope change at any time upon an amendment to the agreement.

AUDIT SUPPORT

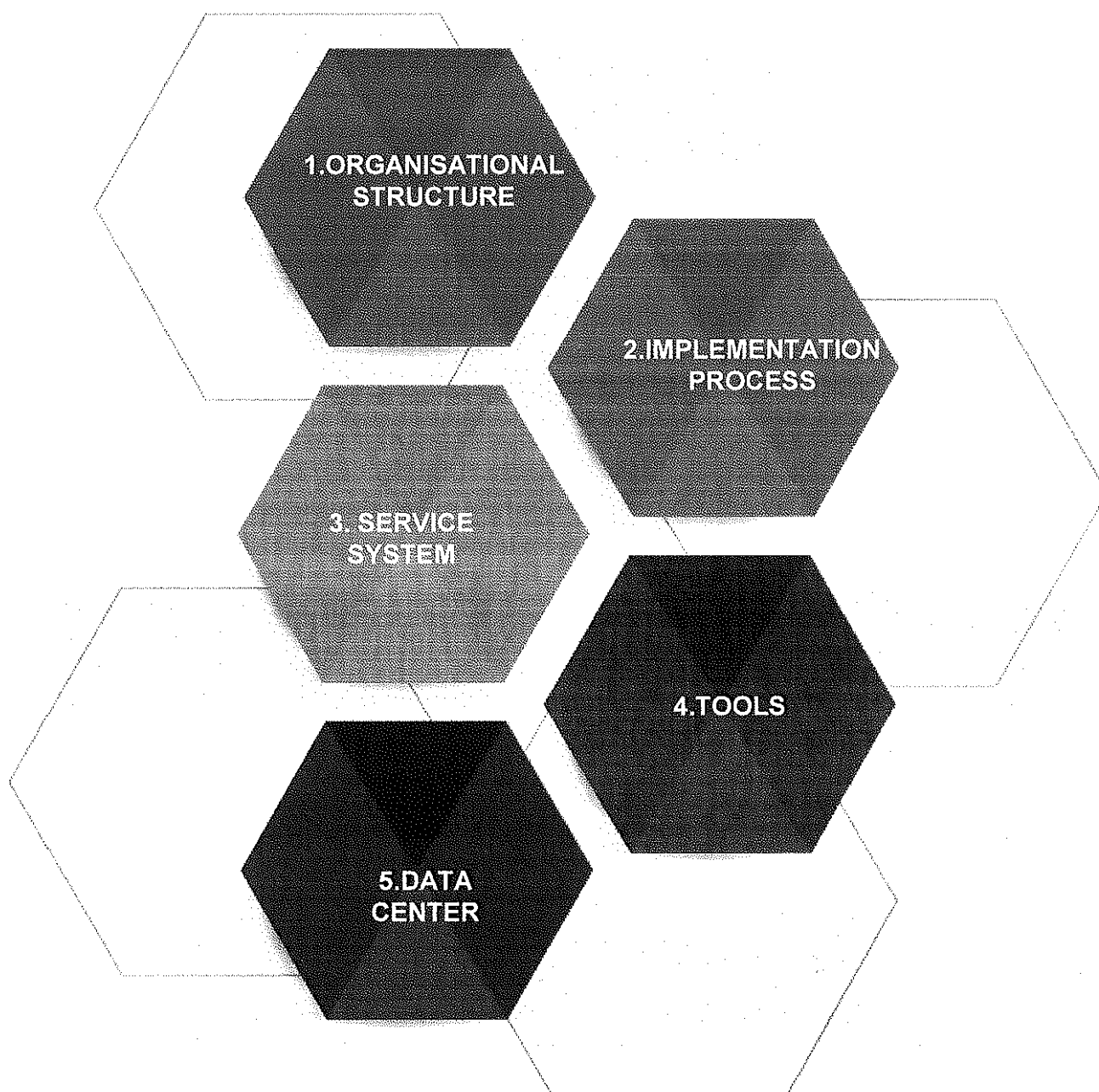
Expertise in support for external auditors, around 70% of our clients are audited.

SUPPORT (Bilingual and operating)

- Teams with managers and partners who can both understand and communicate with clients in English via telephone, email and/or in-person meetings;
- Support for client staff in the Mazars office, Rio de Janeiro.

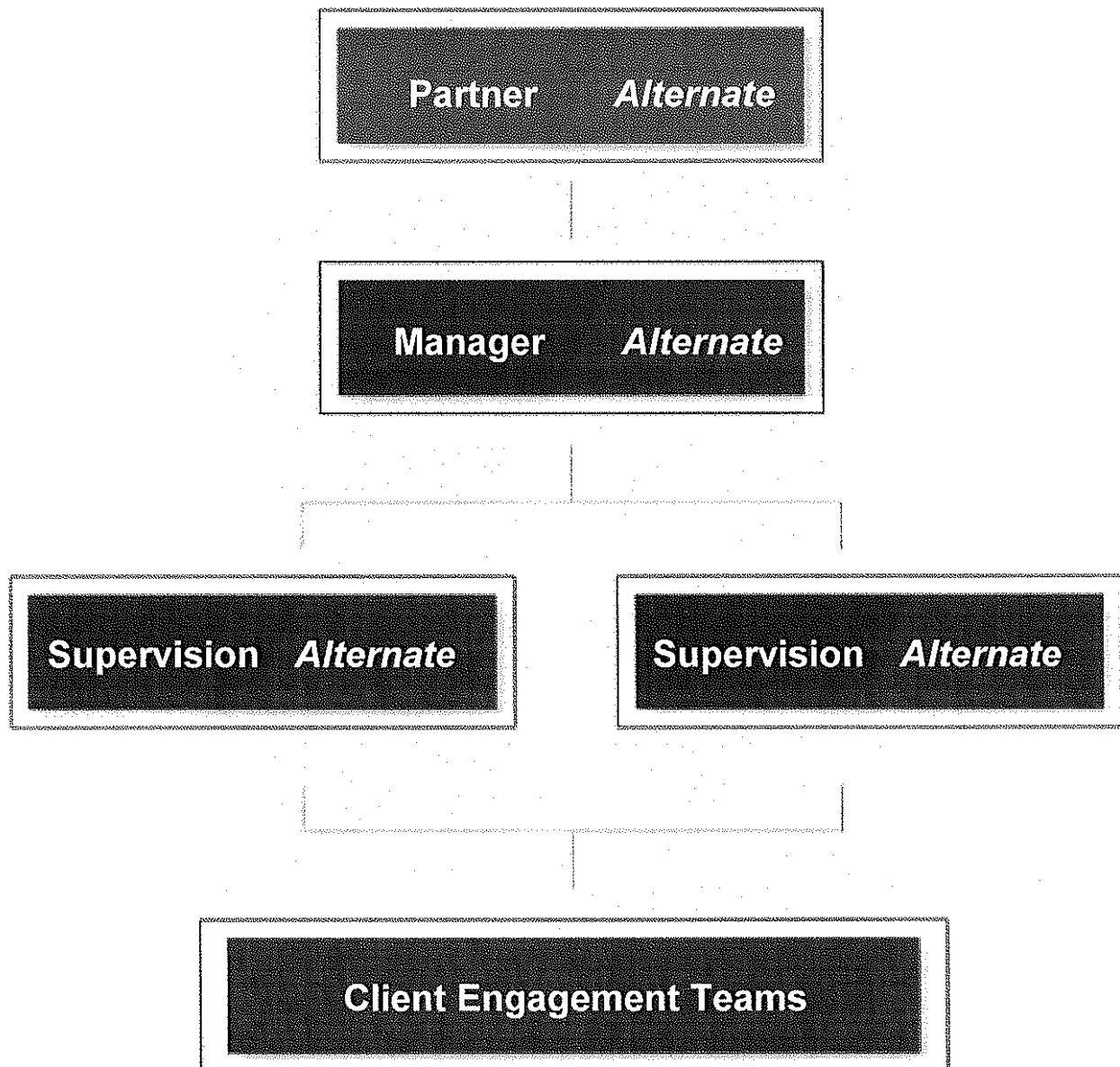


9. HOW WE MANAGE *RISKS*

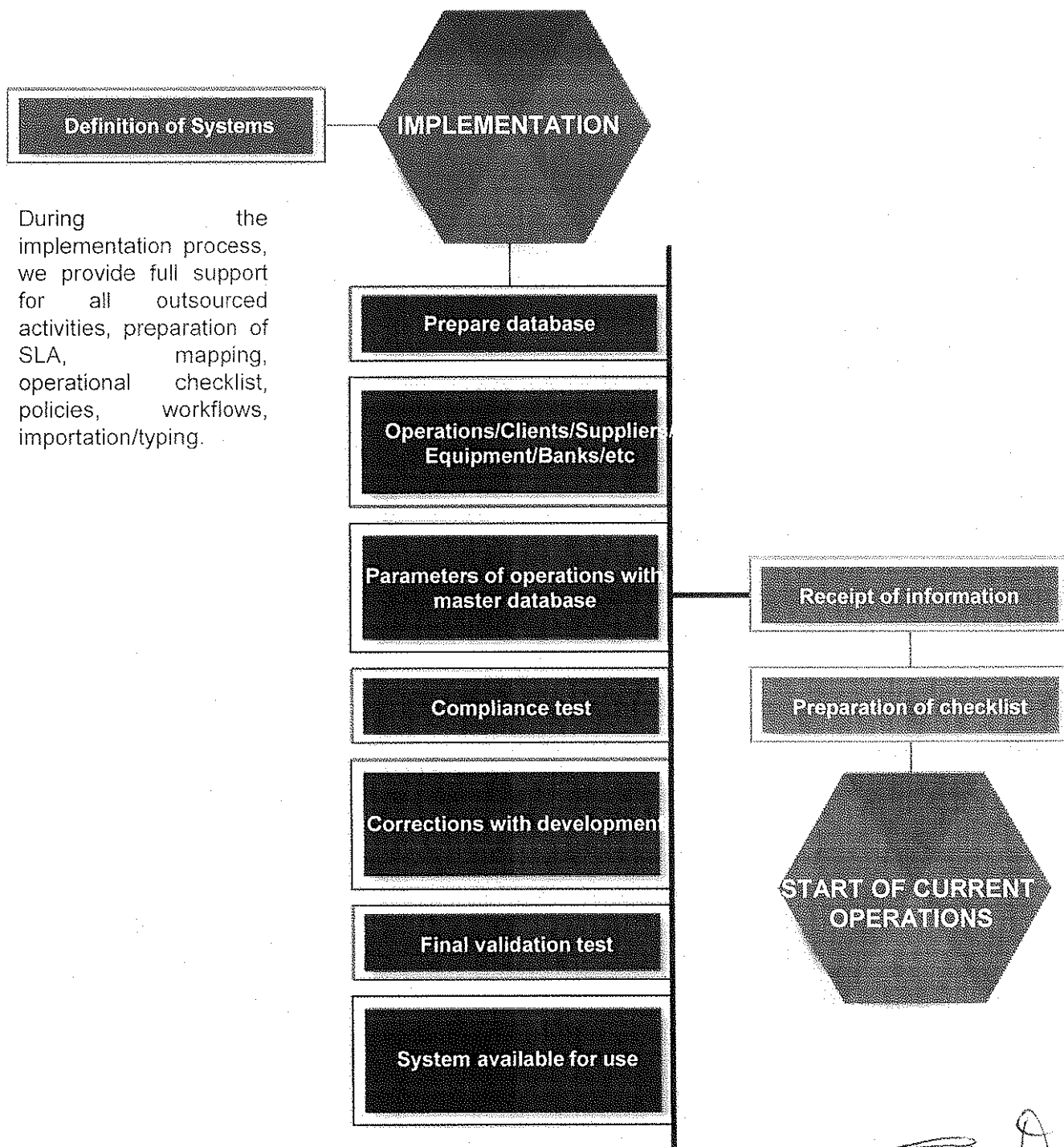


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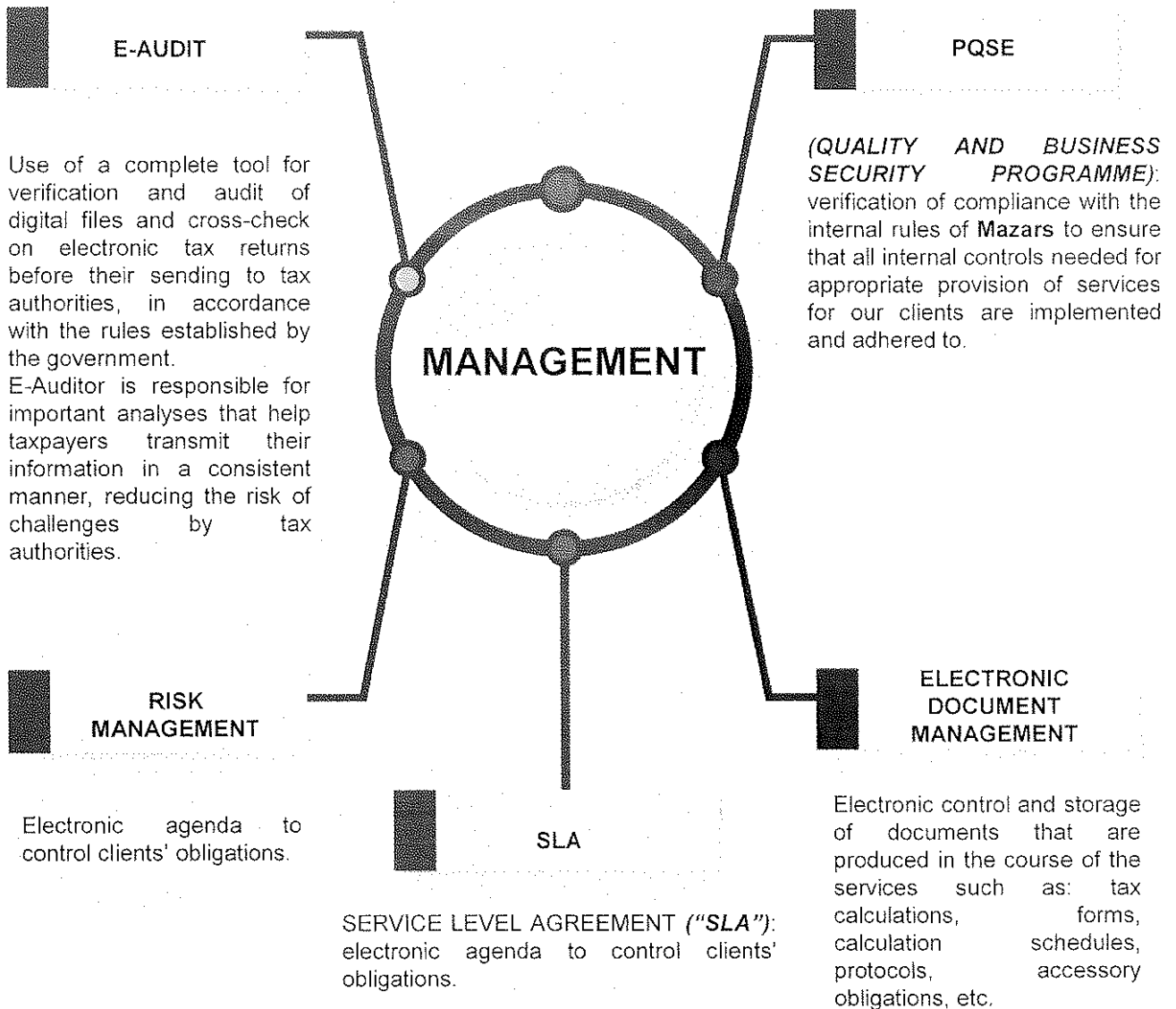
9.1 ORGANISATIONAL STRUCTURE



9.2. IMPLEMENTATION PROCESS



9.3. MAIN *RISK MANAGEMENT* TOOLS



9.4. DATA CENTER

POWER

The Data Center has a robust and redundant power infrastructure to ensure continuous power supply to clients. Power supply is monitored 24x7x365 by our hosting operation centre (HOC).

COOLING

The cooling system of the Data Center has been designed to provide the robustness and redundancy needed to support the entire building.

SAS 70

Statement on Audit Standards (SAS) 70 is a U.S. standard to support compliance with the Sarbanes-Oxley Act and is applicable for IT service organisations to verify the effectiveness of controls at such organisations.

SECURITY

The Data Center has been designed to comply with the most stringent physical access control requirements. Access to all entry points into and within the Data Center and handling of equipment inside the facility are controlled and monitored by surveillance cameras and on-site security staff.

10. OUR *BUSINESS PROCESS* SOLUTION

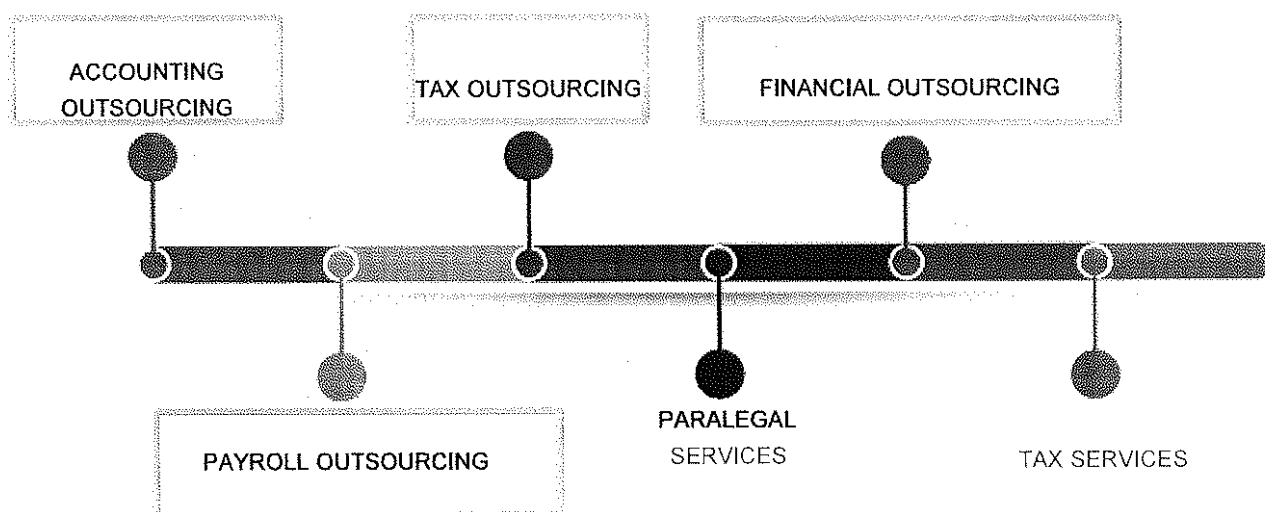
C/O:

Name: Elena Taburchinskaya
Title: Financial Director
Email: evtaburchinskaya@rosneft.ru
Telephones: (21) 2199-6940 / (21) 98014-0120

OBJECTIVES OF THE ENGAGEMENT LETTER

To outline accounting, tax, payroll and financial outsourcing services to be carried out at **Mazars'** premises.

SOLUTIONS WE PROPOSE



11. INFORMATION:

COMPANY DATA:

COMPANY NAME	CNPJ	ADDRESS	LEGAL REPRESENTATIVE	CPF
Rosneft Brasil E&P Ltda.	13.612.806/0001-82	Av. Atlântica, 1130 - Copacabana Rio de Janeiro - RJ		

VOLUMETRY

The average monthly volume that was informed by the management of Rosneft and that was used as a basis to estimate our fees is as follows:

DATA	INFORMATION
Quantity of CNPJs:	-
State Registration:	-
Municipal Registration:	-
Purchase invoices (Service)/ Month	500
Sales invoices (Service)/ Month	-
Taxation method:	Taxable income
Number of employees:	110
Bank:	-
Average annual revenue:	-
Close deadline:	3rd business day
ERP system:	Oracle and Mastersaf (Deloitte)
Payroll processing system:	FPW (Mazars)

12. PROPOSED SERVICES

12.1 – In order to better understand the services to be provided by Mazars under this Agreement, additional information is given in the following appendices:

- Appendix I Comfort letter; and
- Appendix II Management representation letter.

It is important to note that our services will be conducted under a detailed Service Level Agreement ("SLA") to be prepared during the implementation phase, which will describe the agreed-upon procedures, the estimated completion time and the responsibilities of each party. In order for us to meet the agreed deadlines, Rosneft's management needs to send us the supporting documentation for transactions pursuant to SLA.

The following is the scope of the services to be provided by Mazars under this Agreement.

12.1 – Business Process Information

(a) Accounting process:

- Analyse duly classified original supporting documentation, in accordance with Brazilian accounting standards and principles;
- Make accounting integration based on the input of transactions into other ERP modules;
- Enter transactions in the fixed asset ledger and respective calculations of depreciation, amortisation and depletion;
- Record provisions, prepaid expenses and other monthly accounting entries;
- Update data related to cash investments, borrowings, loan agreements, partnership and financing agreements, with monthly appropriation of charges and interest;
- Prepare monthly analyses and reconciliations of the accounts in the accounting records;
- Prepare monthly trial balances expressed in local currency and prepared in accordance with accounting principles established by Brazilian corporate legislation;
- Generate digital files for purposes of Accounting SPED and ECF, in the ERP system;
- Prepare and transmit the Withholding Income Tax Return (DIRF); and
- Prepare financial statements at the end of each fiscal year;
 - ✓ Balance sheet.
 - ✓ Statement of income.
 - ✓ Statement of changes in equity.
 - ✓ Statement of cash flows.
- Prepare monthly reporting.

(b) Tax process:

- Issue of invoices and calculation of taxes, where applicable;
- Fulfilment of accessory obligations.

(c) Payroll process

- Record new hires and maintain their historical records in the computer system;
- Prepare documentation of new hires (employment contracts, entry in the employment record book, dependent statement for income tax purposes, benefits eligibility documents);

- Integrate the balances for monthly payroll processing, as informed by **Rosneft** (overtime pay, commissions, alimony discounts, loans, profit sharing scheme, etc.);
- Prepare payroll and calculation of social security, severance fund and income tax charges (INSS, FGTS and IRRF);
- Provide monthly statements of payment of salary, vacation and 13th salary;
- Prepare calculations of 13th salary (1st and 2nd instalments);
- Prepare tax payment forms for taxes levied on 13th salary: INSS, FGTS and IRRF;
- Calculate monthly provisions for vacation pay and 13th salary by employee;
- Prepare vacation pay calculations and documentation as requested within the time frames specified in the SLA;
- Prepare calculations and required documentation for employment termination whenever requested within the time frames specified in the SLA;
- Follow up homologation processes for termination of employment contracts, whenever requested;
- Prepare and send the digital file of the General Record of Active and Severed Employees (CAGED);
- Prepare and send the digital file of the Annual Listing of Employees and Salaries (RAIS);
- Prepare and transmit the digital file of the Withholding Income Tax Return (DIRF) related to code 0561;
- Prepare and transmit the digital file of the FGTS Payment Form (GFIP);
- Make registration of PIS with CEF;
- Provide statement of earnings;
- Generate files and interface with accounting, banks, CEF and government bodies.

The quality of services considers **Rosneft's** commitment and participation in the following tasks:

- It is **Rosneft's** responsibility to maintain the current agreements for correlated services such as employee attendance system, benefits provider, etc;
- Rosneft** has sole responsibility for the maintenance of operational procedures, policies and manuals for payroll and personnel management.
- Process improvements and any disruptions: Involvement of **Rosneft** staff in the implementation process; and involvement of the technology team in the development of interface and any peripheral systems used by **Rosneft**.
- Rosneft** shall provide up-to-date operational, technical and desktop procedures, policies and manuals. It shall also provide business rules, policies or Human Resources rules, interface layout, workflow rules, organisational structure and other information for building processes and parameterisation. Thus, **Rosneft** shall be responsible for defining all said rules, as well as for maintaining and providing them to **Mazars** for systems parameterisation. If **Rosneft** does not have said rules, **Mazars** can prepare them upon approval of a new engagement letter. If the preparation of the rules affects the implementation process, work on the project will be interrupted until completion and approval by **Rosneft**;
- A new timeline for implementation will be agreed with you;
- Rosneft** allows **Mazars** employees to visit or work at **Rosneft's** premises, to access the network, Internet and Extranet, but not limited to them, for purposes of gaining access to **Mazars'** information technology environment;
- Specific development, new features that are outside the scope of the project and that may be requested by you will be covered under a separate engagement letter.



(d) Financial process:

Accounts payable:

- » Input of accounts payable into the ERP system integrated to Internet Banking with generation of electronic file (CNAB), according to the previously set schedule.
- » Input of non-tax documents into the ERP system;
- » Advances;
- » Reimbursement of expenses;
- » Write-off of accounts paid from the ERP system.
- » Accounts payable control.
- » Payment schedule.
- » Advances control.
- » Preparation and issue of reports.

Treasury:

- » Input of bank charges into the ERP system.
- » Preparation of bank reconciliation.
- » Control and monitoring of foreign exchange close.
- » Recurring account control.

(e) Other:

- » Support tax, labour, social security and financial audits when requested within the limit of 40 hours/year.
- » **Mazars** shall be responsible for the storage of electronic accounting, tax, labour and social security information of **Rosneft** in its systems for a period of 5 years (from the start date of services) or up to the end of the agreement, except paper documentation which shall be the sole responsibility of **Rosneft**.

13. ASSUMPTIONS

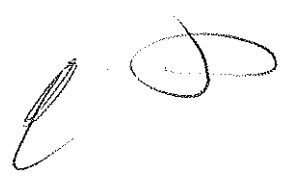
- The volumetry is presented on page 17.

13.1 Change in reported volume and/or complexity

If there is an increase in the aforementioned volumes and/or an increase in the complexity of operations and/or in the current business model of **Rosneft**, different from those identified in preparing this Agreement, which result in a larger amount of hours for performing the activities and technical skills of our professionals assigned for the services, our fees will be renegotiated with you.

13.2 Previous accessory obligations

This Agreement does not include the amount of hours necessary to perform any services related to the scope of this Agreement, as well as master files (suppliers, clients, employees and others), relating to periods before our appointment as external service provider to **Rosneft**.



13.3 Scope limitations:

- Activities not addressed in item 12.2 will be covered under a separate engagement letter.
- The scope of payroll activities does not include Human Resources processes.
- This engagement letter does not include analyses of contracts in general.
- The scope of financial processes does not include cash management.

14. SYSTEMS (Accounting, Financial and Payroll ERP)

Scenario A - Considering the System used by Deloitte

Mazars will perform accounting, tax, financial and payroll outsourcing services using Oracle, Mastersaf (Deloitte) and FPW (Mazars) systems. We are assuming that the system meets the current accounting, tax and social security demands on our services.

Scenario B - Considering data migration to Mazar's system (NetCorp)

With the goal to provide a high quality service, we propose to rent our financial management, invoicing and managerial research software, in its standard version, not customized, which in our understanding is sufficient to attend your businesses day to day requirements.

Financial Module

- Incoming invoices;
- Accounts payable;
- Accounts receivable;
- Banks;
- Advances;
- Conciliation.

Commercial Module

- Invoicing.

Supply Module

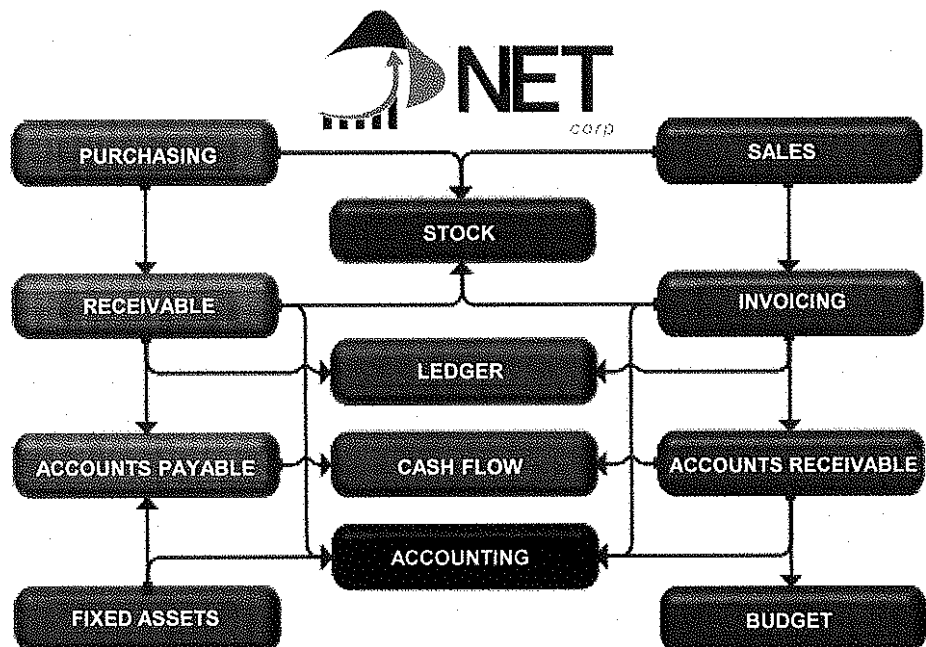
- Purchasing process; and
- Physical and financial control of inventory.

Conversion Module

- Conversion.

Business Consulting Module

- Trial balance sheet;
- General ledger and journal;
- Fixed asset control reports:
- ✓ Accounting;
- ✓ Managerial;
- ✓ Fixed assets;
- ✓ Financial.



Using the system through a renting model offers not only the financial benefit of not having to acquire the software, server and database; it permits remote access to our database.

In order to attend specific needs **Rosneft** management interests some software functionalities and reports can be customized. These customizations are not included in our fees and they will be executed upon specific commercial proposal.

The services will be rendered using **Mazars** system standard version. Additionally, **Mazars** will be responsible to safeguard the data for the period required by the fiscal authorities.

The activities not described above are not considered part of the scope of this contract. However, if deemed necessary, **Mazars** will be able to present an additional proposal with the specific fees for these services.

Using Mazar's ERP is part of the service rendered. In case of termination of this contract, **Rosneft** will automatically lose the right of using it, but if **Rosneft** interests to continue working with this ERP, a fee for this shall be negotiated.

15. IMPLEMENTATION OF *OUTSOURCING METHODOLOGY*

In accordance with our operating methodology and to ensure efficiency and quality in outsourcing, we will perform, at the commencement of the services, a macro survey of the processes involved in outsourcing.

15.1 Process mapping

Macro mapping of direct and indirect processes which affect in any manner the scope of this Agreement.

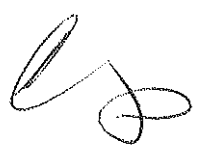
15.2 Technical mapping and Integration

Technical and/or operational understanding of the chart of accounts, CFOPs, cost centres, suppliers, clients, employees, materials and/or services, fixed assets, among others which can affect the scope of this Agreement.

15.3 SLA and Checklist

- Preparation of SLA; and
- Preparation of timeline and checklist for accounting, tax, financial and payroll close.

The above studies, reports and documents are not intended to promote changes in the organisational and functional structure of the companies, but are only to identify and formalise the tools necessary for performing and managing outsourcing services to meet the standards of excellence required by **Mazars**. However, we will communicate to you any opportunity for improvement of process identified during the course of our services.



15.4 Timeline

Scenario A - Considering the System used by Deloitte

To be agreed between the parties (Mazars, Rosneft and Deloitte) after the accepting of the proposal.

Scenario B - Considering data migration to Mazar's system (NetCorp)

IMPLEMENTATION SCHEDULE		Responsible	H.E.	Deadline	Assumptions
1. SENDING DOCUMENTATION			134		
2.1	PAYROLL				
2.1.1	FILE INFORMATION	DELOITTE		04/10/2017	Files need to be extracted from the system.
2.1.2	ADDITIONAL INFORMATION (PARAMETERS)	DELOITTE		04/10/2017	
2.2	REGISTERS				
2.2.1	CHART OF ACCOUNTS WITH REFERENCE ACCOUNTS	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.2	CHART OF ACCOUNTS/PROJECTS	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.3	APPLICATIONS AND REFERENCES	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.4	CFOP/OPERATIONS	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.5	FINANCIAL BANKS	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.6	CUSTOMERS AND SUPPLIERS	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.7	PRODUCTS AND SERVICES	DELOITTE		04/10/2017	The files must be delivered in the import layout.
2.2.8	CNAB PAYABLE INFORMATION	DELOITTE		04/10/2017	
2.3	BALANCES/COMPOSITIONS				
2.3.1	TRIAL BALANCE CLOSDO (SEPT/2017)	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.2	OPEN ACCOUNTS PAYABLE (INVOICE + TITLES)	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.3	OPEN ACCOUNTS RECEIVABLE (INVOICE + TITLES)	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.4	OPEN ADVANCES	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.5	FIXED ASSETS (INDIVIDUALIZED REGISTRATION)	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.6	BANKS (CURRENT ACCOUNT + APPLICATIONS)	DELOITTE		05/10/2017	The files must be delivered in the import layout.
2.3.7	FINAL STOCK BALANCE IN THE PERIOD	DELOITTE		05/10/2017	
2.3.8	TAXES RECOVERABLE	DELOITTE		05/10/2017	
2.3.9	WITHHOLDING TAX	DELOITTE		05/10/2017	
3	IMPLANTATION				
3.1	INFORMATION TREATMENT				
3.1.1	CHART OF ACCOUNTS				
3.1.1.1	LAYOUT TREATMENT CHART OF ACCOUNTS	IMPLANTATION	4	05/10/2017	
3.1.1.2	CHART OF ACCOUNTS IMPORTATION	IMPLANTATION	2	05/10/2017	
3.1.1.3	CHART OF ACCOUNTS VALIDATION	ACCOUNTING	2	05/10/2017	
3.1.2	COST CENTERS				
3.1.2.1	COST CENTERS IMPORTATION	IMPLANTATION	1	05/10/2017	
3.1.2.2	COST CENTERS VALIDATION	ACCOUNTING	1	05/10/2017	
3.1.3	APPLICATION AND REFERENCE				
3.1.3.1	REGISTRATION/IMPORTS	IMPLANTATION	3	06/10/2017	
3.1.3.2	VALIDATION	ACCOUNTING	2	06/10/2017	
3.1.4	BASIC REGISTERS				
3.1.4.1	FINANCIAL BANK REGISTER	IMPLANTATION	2	05/10/2017	
3.1.4.2	CUSTOMERS AND SUPPLIERS	IMPLANTATION	3	05/10/2017	
3.1.4.3	PRODUCTS AND SERVICES	IMPLANTATION	3	05/10/2017	
3.1.4.4	BASIC REGISTERS	IMPLANTATION	2	05/10/2017	
3.2	SYSTEM SETTINGS				
3.2.1	PAYROLL PARAMETRIZATIONS				
3.2.1.1	REGISTERS IMPORTATION	PAYROLL IMPLANTATION	24	09/10/2017	It is necessary to have a Deloitte employee available for any clarification, and if necessary, outside business hours.
3.2.1.2	GENERAL PARAMETERS	PAYROLL IMPLANTATION	18	09/10/2017	
3.2.1.3	VALIDATION	PAYROLL IMPLANTATION	18	10/10/2017	
3.2.2	ACCOUNTING/FISCAL PARAMETERING				
3.2.2.1	CFOP/OPERATIONS	MAZARS	3	06/10/2017	
3.2.2.2	WITHHOLDING	MAZARS	2	06/10/2017	
3.2.2.3	VERIFICATION	MAZARS	3	06/10/2017	

3.2.3	BALANCES VALIDATION				
3.2.3.1	BALANCES AUDIT	IMPLANTATION	8	06/10/2017	
3.2.3.2	ADJUSTMENTS	DELOITTE			
3.2.4	PARAMETRIZATIONS CNAB				
3.2.4.1	SETTINGS	IMPLANTATION	8	05/10/2017	
3.2.4.2	TEST/VALIDATION	DELOITTE		09/10/2017	
3.2.5	BALANCES INCLUSION				
3.2.5.1	INCLUSION OF BOOK BALANCE	IMPLANTATION	3	07/10/2017	It is necessary to have a Deloitte employee available for any clarification, and if necessary, outside business hours.
3.2.5.2	OPEN ACCOUNTS PAYABLE (INVOICE + TITLES)	IMPLANTATION	2	07/10/2017	
3.2.5.3	OPEN ACCOUNTS RECEIVABLE (INVOICE + TITLES)	IMPLANTATION	2	08/10/2017	
3.2.5.4	OPEN ADVANCES	IMPLANTATION	2	08/10/2017	
3.2.5.5	FIXED ASSETS (INDIVIDUALIZED REGISTRATION)	IMPLANTATION	4	09/10/2017	
3.2.5.6	BANKS (CURRENT ACCOUNT + APPLICATIONS)	IMPLANTATION	2	09/10/2017	
3.2.6	BALANCES AUDIT				
3.2.6.1	VALIDATION/BALANCES AUDIT	IMPLANTATION	8	09/10/2017	
6	PROJECT CLOSURE				
6.1	GO LIVE	MAZARS	2	10/10/2017	

16. PROFESSIONAL FEES

Our fees were estimated based on the information, volume of operations, complexity of processes and current service model, which were defined and/or approved by you and which allowed us to estimate the amount of time to be spent on the services contracted under this Agreement, according to the technical skills required of our professionals. Since our fee estimate was based on the current estimate of the volume of documents to be recorded and a preliminary understanding of the operations, our proposed fees shall be revised as the volume and complexity of Company operations become known and differ from those estimates.

Based on the information given above and our professional experience, and in keeping with our commitment to transparency, we present below our fees, net of taxes:

Scenario A - Considering the System used by Deloitte

ITEM	PROCESSES	FEES	BILLING METHOD	PAYMENT TERMS
A	Process parameterisation and implementation of methodology:		One-off fee	Payable in two instalments, with the 1st instalment becoming due 30 days after the acceptance of this Agreement and the 2nd instalment within 60 days.
	Accounting, Tax, Financial and Payroll.	R\$ 21,893.81		
B	Recurring monthly services:		Monthly fees	Payable monthly, always due on the 30th of the subsequent month that the services are provided.
B1	Accounting, tax, financial.	R\$ 43,808.43		
B2	Payroll for 120 employees.	R\$ 6,000.00		
C	System		Monthly fees	Payable monthly, always due on the 30th of the subsequent month that the services are provided.
	Hosting and licenses of Oracle, Mastersaf (Deloitte) and FPW (Mazars) systems	Negotiated fees by Deloitte.		
D	Homologations:		As service is provided	Due on the 30th of the subsequent month that the services are provided.
D.1	City of Rio de Janeiro.	R\$ 218.94		
D.2	City of Manaus.	R\$ 328.41		

Scenario B - Considering data migration to Mazar's system (NetCorp)

ITEM	PROCESSES	FEES	BILLING METHOD	PAYMENT TERMS
A	Process parameterisation and implementation of methodology: Accounting, Tax, Financial and Payroll.	R\$ 49,261.08	One-off fee	Payable in two instalments, with the 1st instalment becoming due 30 days after the acceptance of this Agreement and the 2nd instalment within 60 days
B	Recurring monthly services:			
B.1	Accounting, tax, financial.	R\$ 38,334.97	Monthly fees	Payable monthly, always due on the 30th of the subsequent month that the services are provided.
B.2	Payroll for 120 employees.	R\$ 6,000.00		
C	System Using NetCorp (accounting, tax, financial and conversion) and FPW (payroll) systems from Mazars.	R\$ 7,115.49	Monthly fees	Payable monthly, always due on the 30th of the subsequent month that the services are provided.
D	Homologations:			
D.1	City of Rio de Janeiro.	R\$ 218.94	As service is provided	Due on the 30th of the subsequent month that the services are provided.
D.2	City of Manaus.	R\$ 328.41		

In order to cover the different special situations existing on the of business outsourcing process which escape from the monthly routines, **Mazars** shall pay an additional monthly fee which shall be issued up to January of 2018.

For the services to support the transition process, either to another provider or for the internalization of services by the **Rosneft** team, in case of **Mazars** services are discontinued, will be charged 50% of an additional monthly installment, which will be issued after the communication of the transition by **Rosneft**.

13.3 Bank Information

The bank details of Mazars Cabrera Consultoria Contábil e Tributária Ltda. are:

Bank: Itaú
Agency: 0553
Current Account: 40555-6

13.4 Default

In the event of default in the payment of our fees, an arrears penalty of 2% (two percent) plus interest of 1% (one percent) per month on the unpaid amount, which shall be charged in a complementary invoice. Please note that the amount due may be charged in court.

Delays superior to 30 (thirty) days may result in the disruption of the provision of services, which shall restart from the full liquidation of the amount due, except for values being negotiated between the parties. To that end, **Mazars** may, at its sole discretion, based on the current legislation, consider this Contract as terminated, regardless of judicial or extrajudicial notification, protest due titles and promote extrajudicial or judicial charging of the debt. **Mazars** is not responsible for penalties arising from the discontinuation of the provision of the services in this Contract.

16.5 Reimbursement of expenses

The expenses incurred by **Mazars** exclusively related to the execution of our services, such as communication, reproductions, postcards, acquisition and registration of tax and corporate books with governmental agencies, procurement of forms and collection guides, fees and charges, courier, phone calls, telecommunications (including communication link, which means any physical means established directly and uniquely to access and / or transmit data), transportation (cab and mileage), hotels, airline tickets, etc., when not paid directly by the **Rosneft**, shall be reimbursed in full upon debit note issued by **Mazars**. Costs of hotels and airline tickets must be previously submitted to the **Rosneft**'s approval.

16.6 Taxes

The fees presented include local taxes arising on the income of **Mazars**, notably PIS, COFINS and ISS. We would like to point out that, if in the future any other kind of tribute that arises from or may arise on our services are altered, whether for incidence or aliquot rates, such taxes and/or surcharges shall be fully included in the values to be billed.

16.7 Other proposed terms and conditions

The fees proposed were set in the light of the circumstances of our current costs. The activities shall be developed while we are hired, and the circumstances of future costs shall be different from the current, mainly as a result of changes that may occur in the economic conditions and tax laws. As a result, the fees above are subject to change when the services are performed in cost structures that are different from those currently estimated. In this situation, we shall present you the details corresponding to the increases in our costs and their impact on our fees for completion thereof, in order to maintain the economic and financial balance of our contractual relationship.

The details regarding the responsibilities to be undertaken by **Mazars** and the **Rosneft** shall be validated by the SLA to be elaborated and forwarded during the implementation stage. We shall consider as duly accepted the terms of the SLA if 30 (thirty) days go by from the date the SLA was sent to the **Rosneft** without having any sort of manifestation otherwise to its acceptance during the period.

The estimated workload shall be of 8 (eight) hours, during business hours, and if necessary to work extraordinary hours, the hours worked shall be charged. It is noteworthy that extraordinary hours must be approved in advance by the **Rosneft**. In the event there is a need for development of the object of the present Contract on weekdays the value for hour of service (hour/man) shall be increased by 60% to 80%, if the works are developed on Saturdays, Sundays and/or holidays, by 100%, considering the standard service hour value by professional category.

The present Terms and Conditions and the Contract, are binding upon the parties, as well as their successors in any capacity in its obligations now agreed upon, and, by reason of its default, shall constitute extrajudicial enforcement, as provided in the Brazilian Code of Civil Procedure.

17. SCOPE CHANGE CONTROL

Eventual needs for changes in the scope in relation to the present contract, when formally requested by the **Rosneft** or by **Mazars** shall be the subject to Change Control Procedure.

The document called Change Control to be prepared by **Mazars** must be approved or rejected by the **Rosneft**, or additional discussions or negotiations shall take place in order to seek the approval of the said change in scope. The change control document must contain, among others, the following information:

- ✧ Requester and date of request or recommendation of change /modification;
- ✧ Reasons and needs for the change/alteration;
- ✧ Detailed scope of services and implementation schedule; and
- ✧ Schedule of payments of implementation and recurring fees, if applicable.

The Change Control document approved and signed by the Parties shall be considered an addendum to the present Contract.

18. **EXPIRATION**

This Contract, its fees, commercial conditions and forms of payment are valid for 30 (thirty) days from the date of its issue.

19. **LABOR RELATIONS**

The Parties undertake, during the term of this contract and for 2 (two) years after its termination, not to offer nor engage in their respective workforce or hire a service provider, directly or indirectly, without the prior express written consent of the other party, any of the employees and /or agents involved in the provision of services, being the infringing party under penalty of incurring the contractual fine corresponding to 2 (two) times the annual gross value received by the professional belonging to the staff of **Mazars**. Payment of the contractual penalty by the infringing part shall be paid within a period of 05 (five) working days after the contracting or knowledge, whichever occurs first.

The services contracted herein shall not constitute, under any circumstances, any contractual or employment relationship between the **Rosneft** and the staff of **Mazars**, behold, they remain hierarchically and functionally subordinated to **Mazars**, who shall be the sole responsible for paying the wages, labor charges, social security, taxes and other relevant additions relating to its employees and contractors.

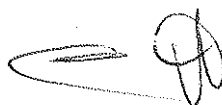
20. **ADDITIONAL INFORMATION**

In the event that any provision of this instrument be declared invalid, or illegal, in accordance with the legislation in force at the, in this case, the clause in question shall be considered as unwritten, notwithstanding, however, the effectiveness and enforceability of the remaining provisions contained herein. In the occurrence of the event foreseen herein, the clause declared null or illegal shall be replaced by another that leads the parties to the same economic or legal result sought.

None of the parties shall be able to granting or transferring, in whole or in part, the rights and obligations set forth in this Instrument, without previous written consent from the other party.

This instrument constitutes the entire contract between the parties with respect to the services and rights and responsibilities of the parties. These Terms and Conditions and the Contract supersede all prior understandings with respect to the provision of our services.

Neither party shall be held liable by the other for any delays or failure in the provision of any services or for the obligations determined in this contract due to causes beyond its control, in accordance with the legislation in force.



Both Parties agree to treat as secret and confidential all written or verbal information they have access to, documents and other materials containing technical, economic or market information, not providing such information to any third party, except with the written consent of the other party.

No delay or omission by either party in the exercise of any right or obligation shall prejudice that right or obligation, or shall be construed as a waiver. No waiver or exemption shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or exemption should apply.

The parties agree that any legal proceedings arising from the provision of services, or in connection with them, must be started within one year from the date on which they became aware or should reasonably have become aware of the facts that originated the alleged responsibility and, in any case, not later than two years after the result of this cause of action.

To meet the legal provisions and standards set by the regulatory bodies of the profession of auditors and accountants, the **Rosneft** may be requested to provide information related to the operations and activities of the **Rosneft**, if the operations incur in the provisions contained in Law 12.683/2012 (law of prevention of Crimes of money laundering as amended by Law 9,613/98) which, among others, establishes that professionals or organizations that provide services of auditing and accounting, are required to communicate to the Financial Activities Control Council (COAF) operations that fit in the circumstances contemplated in this Act, even without awareness of the communication by any legal representative of the **Rosneft's** administration.

21. LIMITATIONS AND RESPONSIBILITIES

Mazars shall not be liable for any labor or social security, contingency, or any questioning by third parties, motivated by:

- » Delays that are the responsibility of the **Rosneft** in providing documents and information necessary for the integral realization of our work and the satisfaction of obligations within the deadlines established.
- » Omission of information or lack of necessary documents for registration and control of all business operations.
- » Incomplete or inaccurate information that cause the improper registration of operations and the preparation of inaccurate statements.
- » Obligations demanded by any governmental authority on the period prior to our engagement as a provider of services as a result of corporate, taxation, labor, social security and social law, such as corporate books, financial statements, accessory tax obligations, etc.

Mazars shall not be liable for any delay or other consequences resulting from the **Rosneft's** failure to perform any of its obligations under this Contract, its Terms and Conditions and SLA. When the **Rosneft** does not comply with the agreed in this Contract, in its Terms and Conditions and SLA, there may be an impact on the fees owed to **Mazars** depending on the extent of the service realization schedule, additional hours to its completion, in addition to the reprogramming of its commitments.

Our responsibility is limited to process information concerning the company's operations provided by the **Rosneft's** administrators and/or controllers and shall be conducted considering that such information is reliable and complete. The **Rosneft** agrees to perform the tasks and provide the assistance agreed upon under this Contract and in the SLA. The **Rosneft** also agrees to provide the additional support required for **Mazars** to be able to perform their services. The **Rosneft** agrees that **Mazars'** employees visit or work in their facilities, being authorized to access the network, internet and extranet, but not limited to them, for purposes of obtaining access to **Mazars'** information technology environment;



Our work does not provide for the execution of activities with the purpose of or intended for managerial decision-making on behalf of the **Rosneft's** administration and nor will it. In addition, our activities are not planned and/or carried out aiming to prove fraud or inaccurate representations made by the **Rosneft's** administration and/or controllers of the **Rosneft**, and therefore we do not accept responsibility for the identification of fraud (practiced by the administration, or by a third party) or by identifying incorrect representations provided by the company's administration.

In the event that formal opinions on accounting and tax aspects, whether arising from new operations or changes in legislation, are required, which we are able to manifest through our consulting area, these should be the object of a separate proposal. Read by formal opinion that which derives from a detailed analysis of each case considered individually, based on the professional standards applicable to this case, and matching object specifically issued for this purpose (Annex I).

By signing this Contract, the **Rosneft** agrees to reimburse any expenses **Mazars** from any expenses arising out of complaints coming from third parties and which relate to the work performed at the **Rosneft's** request, provided not arising from tort or breach of professional standards by **Mazars**.

Due to the nature of our work, all and any legal aspect which, eventually, shall be raised on the grounds of our work should be submitted to the assessment of the **Rosneft's** lawyers. Additionally, any result of our work shall be destined exclusively to the **Rosneft's** qualified personnel. If the **Rosneft** wishes to disclose the results of our work to third parties, we must be notified in advance in this sense in order to present the terms and conditions under which such disclosure shall be possible, which shall be established according to our ethical and professional standards.

In no event shall **Mazars** be liable for any loss, damages, costs or expenses attributable to any act, omission or misrepresentation by the **Rosneft**, its directors, employees or agents. In no event shall **Mazars** be required to pay, in virtue of this Contract: (a) any value superior to 3 (three) monthly professional fees paid by the **Rosneft** to **Mazars**, or (b) for any indirect, consequential damages, lost profits or similar related or derived from the services provided under this Contract. In addition, **Mazars** shall have no liability in connection with the **Rosneft**, originating from/or relating to hardware, software, information or materials selected or provided by **Rosneft**.

22. CONFIDENTIALITY

Depending on the nature of the provision of our services and as agreed, **Mazar**, on its behalf and on behalf of its legal representatives, undertakes not to publish, disclose, reproduce, use or allow their use by third parties unrelated to this contract and to keep under strict secrecy all the **Rosneft's** "Confidential Information" identified as such at the moment of their disclosure and related, but not limited to: operations, data, materials, details, documents, technical commercial specifications, innovations and information of the other party that comes to their knowledge or access, or that shall be revealed in confidence during the term of this Contract, as well as in the event of termination.

In the event of termination of the services, **Mazars** agrees to return all documents received, in addition to information and data prepared as a result of the services provided, with the exception of:

- Documents and information that must be maintained by **Mazars** in compliance with the current legislation or regulatory rules applicable;
- Documents that show the contractual relationship between the parties of this Contract, and also,
- Documents that have been used to highlight the services provided by **Mazars** to the **Rosneft**.

Mazars undertakes not to disclose or make available sensitive information, in part or in whole, to any third party other than its employees and whose knowledge is essential for the execution of the services object of this Contract. **Mazars** shall be responsible in the event of failure to comply with this clause by any of its employees, representatives, or third party service providers, who also undertake not to reproduce or modify in part or in whole, the content of the documents to which they have access.

The provisions and obligations set out in this clause shall not apply to information:

- i. that are of public domain;
- ii. previously owned by **Mazars**, as a result of its own research or development;
- iii. that have been lawfully received from a third party; and
- iv. that are disclosed by virtue of a judicial or administrative order, only to the extent of that order, or due to a professional rule, provided **Mazars** has previously notified the **Rosneft** in writing as to such rule, allowing the latter ample time to present the measures it deems necessary.

Subject to obligations of confidentiality established herein, **Mazars** cannot be prevented or limited from offering and providing services similar to those now contracted to third parties, including companies that operate in the same business segment as the **Rosneft**.

23. INVOLVEMENT OF *OTHER COMPANIES*

Notwithstanding the previous paragraphs contained herein, during the carrying out of the business process outsourcing services, **Mazars** may, at its discretion, use resources of other companies and companies of the international organization **Mazars** ("Other Company(ies) by **Mazars** "). However, responsibility for the provision of business processes outsourcing services concerning this Contract is and shall continue being exclusively from **Mazars**, and you agree, under terms stated herein, not to judge any demand (for contractual, civil provisions or otherwise) against any Other Company(ies) by **Mazars** or against their respective partners, employees and representatives in connection with the business process outsourcing services object of this contract. Any other professional employed by Other Company(ies) by **Mazars** involved in the provision of the services provided under this Contract shall act only on behalf of **Mazars**. **Mazars** undertakes full and exclusive responsibility by the actions of Other Company(ies) by **Mazars** professionals for being involved in the execution of the services provided for in this Contract.

24. COMMUNICATION VIA *INTERNET*

During our activities, we may choose to communicate via the internet, and, however, the electronic transmission of information cannot be guaranteed as secure or free of viruses or bugs and, consequently, the information can be intercepted, altered, lost, destroyed, delayed or incomplete, among other consequences, this way, despite having tools that diminish the possibility that these events occur, we cannot be held responsible for any problems arising from the use of electronic means of communication.

25. TERM OF *THE CONTRACT*

The contract for the provision of services described herein shall enter into force from the date of its signature and shall have a duration of at least 3 (three) months, considering the efforts and investments absorbed entirely by **Mazars** for the implementation of this project.

26. AUTHORIZATION *FOR DISCLOSURE*

The **Rosneft** authorizes **Mazars** to include its name and logo on lists of clients, in marketing materials, catalogues, presentations and texts on its website or for disclosure in the press.

27. BEGINNING *OF ACTIVITIES*

Our activities of outsourcing methodology implementation shall be started after the approval of this Contract at the date to be defined by the parties. This date shall be agreed upon by the parties through the preparation of the schedule of implementation activities.

Mazars shall only assume the responsibility for the **Rosneft's** activities of accounting, tax, financial and payroll processes outsourcing when the outsourcing methodology implementation activities are concluded and duly validated and approved by the **Rosneft**.

28. APPLICABLE *LEGISLATION AND JURISDICTION*

This contract shall be governed by and construed in accordance with the laws of Brazil, being by the exposed hereof agreed and accepted, irrevocably, the jurisdiction of Rio de Janeiro to solve any claim, dispute or controversy, including, without limitation, compensation claims or demands arising or related to this contract. Each party waives, irrevocably, the formulation of any claim from which the action was filed in a jurisdiction not applicable or that such courts are not competent.

29. ADMINISTRATION *RESPONSIBILITY LETTER*

According to the resolution of the Federal Accounting Council under number 457/2013, the **Rosneft** Company is obliged to provide, annually, the Administration Responsibility Letter, as per Annex III, under penalty of motivated termination of this Instrument and application of appropriate penalties.

30. ASSIGNMENT

Mazars is hereby allowed to assign, in whole or in part, the receivables arising from this Contract, in guarantee credit of operations eventually contracted with the banks with which **Mazars** maintains its credit lines. After the assignment, the **Rosneft** shall be notified to pay the amount owed to **Mazars** due to the aforementioned Contract, exactly in the form specified in the respective invoices and service bills.

31. GENERAL *PROVISIONS*

Mazars may freely assign, transfer and/or in any way negotiate, in whole or in part, any of the rights and obligations hereunder with its controlling quotaholders, subsidiaries, associates and/or any **Mazars** Group entity with which it has or may have a business relationship, including as a result of a corporate reorganization, regardless of prior or subsequent authorization only upon notice, which shall not constitute novation, change or breach of contract.

The Parties hereby declare, under penalty of law, that the signatories hereto are their legal representatives/attorneys-in-fact duly appointed by the respective bylaws/articles of organization and conferred with powers to assume the obligations hereunder.



The Parties recognize that this Agreement has been made in accordance with the most rigorous standards of good faith and honesty, and has been entered into by mutual consent expressed in clauses that fully serve their mutual business interests. The Parties hereby declare that they have read and fully understood the terms of this Agreement, and enter into it of their own free will and acknowledge that this accord is fair and free of ambiguities and contradictions.

32. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING PROVISIONS

Mazars agrees, under the penalties provided for by this Agreement and by applicable legislation, to observe and strictly comply with all applicable laws, including, but not limited to, the Brazilian anti-corruption legislation, anti-money laundering statutes, as well as the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and Canada's Corruption of Foreign Public Officials Act (collectively referred to as "Anti-corruption Laws"), and the rules and requirements of Rosneft's internal policies ("Anti-corruption Policy").

Mazars represents and warrants that it has not, and will not, get involved directly or indirectly through its representatives, managers, officers, directors, quotaholders, advisors, consultants, subcontractors, related party, their officers, directors, shareholders, advisors or consultants, during the performance of the obligations hereunder, in any activity or practice that violates the Anti-corruption Laws.

Mazars represents and warrants that neither it nor any of its representatives, managers, officers, directors, quotaholders, advisors, consultants, directly or indirectly (i) is under investigation for alleged bribery and/or corruption; (ii) is involved in an ongoing judicial and/or administrative proceeding or has been convicted or charged with corruption or bribery; (iii) appears on any government lists of known or suspected terrorists and/or money launderers; (iv) is subject to economic and business restrictions or sanctions imposed by any governmental entity; and (v) is under a legal ban or impediment imposed or enforced by any governmental entity.

All collection documentation to be issued according to the terms of this Agreement shall be accompanied by an invoice detailing services rendered, and books, accounts, records and invoices shall be kept accurate and in accordance with law.

Non-compliance with the Anti-corruption Laws and/or Anti-corruption Policy by **Mazars** shall constitute a material breach of this Agreement and shall entitle **Rosneft** to terminate this Agreement immediately without any charge or penalty, and **Mazars** shall be liable for any loss and damage under the applicable law.

Mazars declares that it has not, directly or indirectly, offered, promised to pay, paid or authorized the payment of any money, given or agreed to give gifts or something of value and, during the effective term of this Agreement, will not offer, promise to pay, pay or authorize the payment of any money, give or agree to give gifts or something of value to any public official or private sector employee in order to gain an illicit advantage for **Rosneft** and/or its business.

Mazars declares that it will not, directly or indirectly, receive, transfer, hold, use or hide funds derived from any illicit activity, and will not hire or in any way maintain a professional relationship with individuals or companies involved in criminal activities, especially corruption, money laundering, drug trafficking and terrorism.

Mazars represents and warrants that (i) the current representatives of **Mazars** are not public officials or government employees; (ii) they will immediately communicate in writing the appointment of its representatives as public officials or government employees; and (iii) any appointment as stated in the preceding item "ii" shall automatically result in the termination of this Agreement without any fine or penalty.

Mazars shall promptly notify **Rosneft** in writing of any suspected or actual violation of Anti-corruption Laws and/or Anti-corruption Policy, participation in bribery or corruption practices as well as breach of any of the representations under this clause.

33. APPROVAL

Our activities shall begin after the approval of this Contract, whether by signature of this Instrument or via e-mail. In this case, we ask for your formal approval, so that we can start our provision of services.

Mazars and the **Rosneft** do hereby declare to be authorized to sign this Contract of service provision, and that this shall not result in violation of its corporate instruments and internal rules or previously signed contracts.

The signing of this Contract shall lead to the hiring of the services and agreeance with all the terms and annexes thereof by both parties.

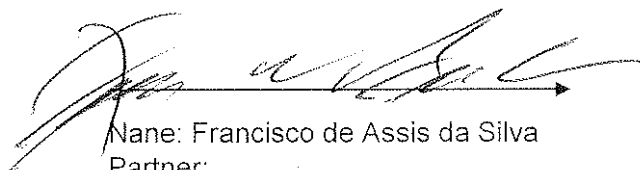
Cabrera Consultoria Contábil e Tributária Ltda.



Name: Uipiquer Gomes dos Santos

Partner:

Date: ____/____/____



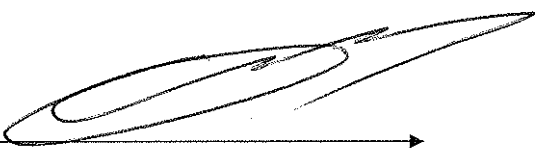
Name: Francisco de Assis da Silva

Partner:

Date: ____/____/____

DE ACORDO:

Rosneft Brasil E&P Ltda.




Name: **Sergey Ostapenko**

RG: **Diretor Geral**

Date: ____/____/____ **CPF: 063.154.657-06**
Rosneft Brasil E&P Ltda

WITNESSES:



Name: Ceres Mussnich Vasconcelos

RG: 4.252.170 SSP/SC

Date: ____/____/____



Name: **MARCO ANTONIO BARBOSA**

RG: **109119710-3 CRE/R5**

Date: ____/____/____



ANNEX I

COMFORT LETTER

Rio de Janeiro, October 10, 2017.

To the appreciation of: Mrs. Uipiquer Gomes / Sr. Francisco de Assis

Mazars
Cabrera Consultoria Contábil e Tributária Ltda.
Rio de Janeiro - RJ

Dear Sirs,

Based on the present Contract for the Provision of Professional Business Process Outsourcing Services, established between the undersigned and **Cabrera Consultoria Contábil e Tributária Ltda.**, we confirm, by this letter, that we are aware that the responsibility of **Cabrera Consultoria Contábil e Tributária Ltda.** is limited only to the accounting processing of the documents sent by us, and is therefore limited to the technical aspects of the services provided with regard to accounting and bookkeeping aspects of these documents as well as the preparation of tax documents and accessories relating to obligations arising out of the accounting services provided.

We reiterate, therefore, that **Cabrera Consultoria Contábil e Tributária Ltda.** its partners and employees involved shall apply the general accounting principles established in Brazil, based on documents sent, supplied or delivered by us in strict accordance with the relevant financial regulations.

The responsibility of **Cabrera Consultoria Contábil e Tributária Ltda.** is limited to its technical role with respect to the due enforcement of legislation and standards applicable to accounting services, as well as the duties and obligations to which the Accountants are subject in the performance of their duties.

Thus, unless resulting from an obvious error and/or bad faith it is not duty or responsibility of **Cabrera Consultoria Contábil e Tributária Ltda.** its partners or employees, to verify the intrinsic or extrinsic validity and legitimacy of the documents sent or supplied by us to receive the services of accounting and bookkeeping and relevant tax processing. Also, **Cabrera Consultoria Contábil e Tributária Ltda.** its partners and employees shall not be required to compensate or indemnify any loss or damage eventually caused to us or to third parties, resulting from accounting and bookkeeping tax processing of documents or information sent or supplied by us that may be deemed proven as illegal or invalid.

We also confirm that it is our responsibility to promptly notify **Cabrera Consultoria Contábil e Tributária Ltda.** if there is any intention from our part to contract their services for the purposes of registration with the Security Exchange Commission (SEC) of the United States, or with any other affiliation, that could configure a violation of independence according to SEC's rules on independence.

Rosneft Brasil E&P Ltda.

ANNEX II

ADMINISTRATION RESPONSIBILITY LETTER (RESOLUTION CFC NO. 1457 FROM DECEMBER 11, 2013)

Rio de Janeiro, October 10, 2017.

TO MAZARS
CABRERA CONSULTORIA CONTÁBIL E TRIBUTÁRIA LTDA.
CNPJ 05.430.532/0002-63
Rua do Passeio, 42, 11º e 12º andares,
Centro, Rio de Janeiro
CEP: 20021-290

Dear Sirs:

We do hereby declare for the due purposes, as administrator and guardian of the company •, CNPJ/MF under no. •, that the information regarding the base period •, provided you for bookkeeping and preparation of financial statements, accessory obligations, calculation of taxes and electronic files required by federal, state, municipal, labor and social security supervision are reliable.

We also declare:

1. that the internal controls adopted by our company are responsibility of the administration and are suited to the type of activity and volume of transactions;
2. that we do not carry out any type of operation that may be considered illegal before the legislation in force;
3. that all documents and/or information that we generate and receive from our suppliers, directed to the development of bookkeeping and other services contracted, are lined with total suitability;
4. that the stocks registered on own account were counted and verified physically by us and evaluated according to the inventory measurement policy determined by the company and represent the reality for the period ended •;
5. the information recorded in the internal management and control system, called •, are controlled and validated with appropriate support documentation, being of our sole responsibility the entire contents of the database and electronic files generated.

In addition, we confirm that there are no facts in the base period that affect or may affect the financial statements or the continuity of the operations of the company.

We also do hereby confirm that there has been no:

1. fraud involving management or employees in positions of responsibility or trust;
2. fraud involving third parties that could have material effect on the financial statements;
3. violation of laws, rules or regulations whose effects should be considered for disclosure in the financial statements, or even give rise to the provision for contingencies passive record.

Sincerely,

Rosneft Brasil E&P Ltda.
Represented by:
RG:
CPF:



CONTACT

Mazars Accounting & Outsourcing Services

UIPIQUER GOMES

Partner

(21) 3233-4700

uipiquer@mazars.com.br

CERES MUSSNICH

Business Development

(21) 3233-4712

ceres.mussnich@mazars.com.br

Rua do Passeio, 42 - 11º Andar - Centro

Rio de Janeiro - RJ - CEP: 20.021-290

(21) 3233-4700