

## TERMS OF USE

### 1. Purpose

These terms of use (the “**Terms of Use**”) establish the terms and conditions governing User’s (as such term is defined below) access and use of the websites, mobile sites and other portals owned, operated, branded or made available by Trafigura Argentina S.A. and Petromining S.A., both operators of the “PUMA” brand (as applicable based on the contracting entity determined in accordance with the chart forthwith in this Clause, “**we**”, “**our**” or “**Trafigura**”) which relate to the Trafigura e-commerce platform for oil commodities and related products, including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator “www.portalpumaenergy.com.ar” (the “**Oil Portal**”). This document and such other rules and policies of the Oil Portal that Trafigura may publish from time to time are collectively referred to as the “**Terms**”.

The applicable Trafigura contracting entity, notice address, and governing law/venue, shall be as set forth in the table below, and the Services (as such term is defined below), or part thereof may be provided by Trafigura’s affiliates on behalf of Trafigura:

User Location	Trafigura Contracting Entity	Notice Address	Governing Law	Governing Venue
Argentina	Trafigura Argentina S.A.	Jeronimo Salguero 3350 Piso 2, CABA	Argentine Law, without considering that its conflict of law principles may relate to another law than Argentine	National Commercial Courts in the City of Buenos Aires, Argentina

### 2. Acceptance

**2.1** This document is a legally binding agreement between Trafigura and the user(s) of the Oil Portal (“**User**”). User’s access to and use of the Oil Portal and Trafigura’s services through the Oil Portal (collectively, the “**Services**”) is subject to the Terms and to the privacy policy/notice (“**Privacy Policy**”) that governs the protection and use of personal information about User in the possession of Trafigura and our affiliates. Upon becoming a User, User consents to the processing and potential transfer of User’s information in accordance with the Privacy Policy.

**2.2** By accessing and using the Oil Portal and its Services, User agrees to accept and be bound by the Terms. Accepting the Terms is a condition to access, navigate and use the Oil Portal and its Services. If User does not accept these Terms, User shall cease from navigating and/or using the Oil Portal and Services, and refrain from any future access or use until such a time in which User accepts these Terms. User must register in the Oil Portal in order to access and use the Services. Further, Trafigura reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to User, if applicable, or subject to other conditions that Trafigura may impose in its discretion.

**2.3** Trafigura may amend the Terms in whole or in part at any time by posting the relevant amended and restated Terms on the Oil Portal. Trafigura may, but is not obligated to, seek User’s further express consent to any amended Terms through any tool at any moment during User’s current or future use of the Oil Portal, in which case User agrees that User may only continue to access, navigate

or use the Oil Portal and its Services until such a time in which User accepts the amended Terms. Nevertheless, by continuing to access, navigating or using the Services or the Oil Portal, User agrees that any amended and restated Terms will apply to User, whether User's further express consent was sought or not.

**2.4** User may not access or use the Services or the Oil Portal and may not accept the Terms if **(a)** User is not of legal age to form a binding contract with Trafigura; **(b)** User is not permitted to receive any Services under the laws of the applicable jurisdiction or other countries and/or regions, including that in which User is a resident, or from which User accesses and uses the Services and the Oil Portal; and/or **(c)** User has not accepted these Terms in their entirety.

**2.5** Any translations made available by Trafigura notwithstanding, User agrees that the English language version of the Terms will govern User's access to and use of the Services or the Oil Portal.

**2.6** As conditions of User's access to and use of the Oil Portal and/or Services, User agrees that User will, in addition to complying with the generality of the Terms: **(1)** comply with all applicable laws and regulations when accessing or using the Oil Portal or Services; **(2)** set up a unique User account in the Oil Portal, in accordance with the provisions of Section 5 below; **(3)** complete the "*know your customer* – "KYC" information disclosure and screening process established for the creation of User's account in the Oil Portal, which shall be approved by Trafigura, and which we will process in accordance with our Privacy Policy; and **(4)** meet the standards for demonstration of authority and capacity to bind User's principal, including the issuance of a power of attorney to bind User's principal (if applicable) duly valid and effective under the laws of the applicable jurisdiction, as further provided in Clause 3.4. By using the Oil Portal, User consents to such processing and warrants that all data provided by User, including tax information, is accurate.

**2.7** User agrees that, unless otherwise expressly enabled and authorized by Trafigura, **(a)** User will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Oil Portal (the "**Portal Content**"); and **(b)** in no event will User copy, reproduce, download, compile or otherwise use any Portal Content for the purposes of operating a business that competes with Trafigura, or otherwise commercially exploiting the Portal Content. Systematic retrieval of Portal Content from the Oil Portal to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Trafigura is prohibited. Use of any content or materials on the Oil Portal for any purpose not expressly permitted in the Terms is prohibited.

**2.8** User agrees not to undertake any action to undermine the integrity of the computer systems or networks of Trafigura and/or any other User nor to gain unauthorized access to such computer systems or networks.

**2.9** User agrees that Trafigura shall fully co-operate with any law enforcement authorities or court order requesting or directing Trafigura to disclose the identity or locate any User.

### **3. User Accounts and Profiles**

**3.1** User must be registered on the Oil Portal in order to access or use the Services. One User may register multiple accounts on the Oil Portal. Trafigura may reject User's application for registration for any reason.

**3.2** Upon registration on the Oil Portal, Trafigura shall assign an account and issue a User ID. A User shall select a password for each User ID during registration. A User account shall have an associated web-based email account for the User to send or receive emails.

**3.3** As part of the registration process into the Oil Portal, User will be required to provide information or material about Users entity, business or products/services. Each User represents, warrants and agrees that (a) such information and material whether submitted during the registration process or

thereafter throughout the continuation of the use of the Oil Portal is true, accurate, current and complete; and (b) User will maintain and promptly amend and update all information and material, including tax information and supporting documentation, to keep it true, accurate, current and complete, so to enable Trafigura to provide the Services properly, and calculate/withhold/collect the applicable taxes related to the product listed in the Oil Portal accordingly.

**3.4** The User shall upload the documentation that to the discretion of Trafigura demonstrates User's legal authority and capacity to enter into transactions for the Services, which includes but is not limited to a power of attorney to bind User's principal (if applicable) duly valid and effective under the laws of the applicable jurisdiction, tax returns, certificates and/or permits for tax exemptions, and the like.

**3.5** A set of User ID and password is unique to a single account. Each User shall be solely responsible for maintaining the confidentiality and security of User's ID and password and for all use of and activities that occur under User's account. Trafigura may enable a User to, within a single account, create (i) a user profile with full credentials to use and procure the Services ("**Main Profile**"), which shall be that vested with the proper authority to procure the Services as established in Clause 3.3 above; and (ii) additional user profiles which may navigate the Oil Portal, but which shall not be authorized to finalize any orders for products listed in the Oil Portal ("**Supporting Profiles**").

**3.6** A User may not create share, assign, or permit the use of User's account, ID or password by another person different from those pertaining to Supporting Profiles. User agrees to notify Trafigura immediately if User becomes aware of any unauthorized use of User's password or account or any other security breach of User's account.

**3.7** User agrees that all use of the Oil Portal and Services, and all activities that occur under User's account will be deemed to have been authorized by the Main Profile of the User.

**3.8** User agrees that Trafigura shall not be liable for any loss or damages arising from User's sharing of the Oil Portal account with other persons, or allowing multiple users outside of User's business entity to use User's account. User further agrees that such a breach may cause irreparable harm to Trafigura, hence User shall indemnify Trafigura, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of User's account. Trafigura shall have the right to suspend or terminate (a) User's account without liability to Trafigura in the event of User's failure to maintain the security of User's account and/or; (b) ban User from future use of the Oil Portal.

#### **4. User's Representations and Warranties**

**4.1** Each User represents, warrants and agrees that (a) User has the right and authority to purchase, trade, distribute or export or import or offer to purchase, trade, distribute or import or export any products listed in the Oil Portal, that such transactions will be procured by the Main Profile, and such transactions do not violate any third party rights nor applicable law, regulation or ordinance in User's jurisdiction; and (b) User principal's affiliates and related parties are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

**4.2** User acknowledges and agrees that each User is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Oil Portal and Services are in compliance with the same.

**4.3** Each User further represents, warrants and agrees that User shall/is: (i) carry on activities on the Oil Portal in compliance with any applicable laws and regulations; (ii) conduct business transactions within the Oil Portal in good faith; (iii) carry on activities in accordance with the Terms; (iv) not use the Services or Oil Portal to defraud any person or entity; (v) not engage nor encourage any other unlawful activities; (vi) not attempt to undermine the integrity of the data, systems or networks used by Trafigura and/or any user of the Oil Portal or gain unauthorized access to such data, systems or networks; (vii) not, and User principal's director(s), officer(s), controlling party/ies, affiliates and legal

jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and **(viii)** not engage in any activities that would otherwise create any liability for Trafigura or our affiliates.

**4.4** Trafigura shall not be obliged to extend the timeframe for delivery nor be liable for any loss or damages to User, arising out of or in connection with, any delay in providing the Services, that is the result of User's failure to provide all necessary information, materials and approval, and render all assistance and cooperation necessary for Trafigura's provision of the Services.

## **5. Breaches by User**

**5.1** If any User breaches any Terms, or if Trafigura has reasonable grounds to believe that a User is in breach of any Terms, Trafigura shall have the right to take such actions as it deems appropriate, including without limitation: **(i)** suspending or terminating the User's account and any and all profiles and accounts determined to be related to such account by Trafigura in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; **(ii)** restricting, limiting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Services; and **(iii)** any other corrective actions, discipline or penalties as Trafigura may deem necessary or appropriate in its sole discretion.

**5.2** Without limiting the generality of the provisions of the Terms, a User would be considered as being in breach of the Terms in any of the following circumstances: **(a)** Trafigura has reasonable grounds to suspect that such User has used false or misleading information in any transaction; **(b)** Trafigura has reasonable grounds to suspect that any information, including tax information, provided by the User is not current or complete or is untrue, inaccurate, or misleading; **(c)** Trafigura believes that the User's actions may cause financial loss or legal liability to Trafigura or our affiliates; **(d)** User commits any breach of the conditions stated in the Terms; and/or **(e)** Trafigura has received notice that the User is in breach of any agreement or undertaking with any affiliate of Trafigura, and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities.

**5.3** Trafigura reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Trafigura may disclose the User's identity, contact information and/or information regarding the User's account(s), transactions or activities carried out on or via the Oil Portal, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of other legal action. Trafigura shall not be liable for damages or results arising from such disclosure, and User waives any such action and agrees not to reserve any action or claim against Trafigura for such disclosure.

**5.4** Each User agrees to indemnify Trafigura, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from User's access to or use of the Oil Portal or Services, or from User's breach of the Terms.

## **6. About the Services**

**6.1** Through the Oil Portal, Trafigura provides Services consisting of electronic web-based transaction platforms for User to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Oil Portal.

**6.2** Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular product or feature or function of the Services or the same type and extent of the product or features and functions of the Services will be available for all Users across Countries. Trafigura may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different

Users. Trafigura may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services).

**6.3** Subject to Clause 6.2 above, Trafigura may make available the following information/functionalities in the Oil Portal site to which the User may only access by use of its unique ID and password: **(i)** status as order approved, pending, reject, dispatched, and/or invoiced; **(ii)** time lead, if applicable; **(iii)** tracking of delivery carrier or vehicle location; **(iv)** contact information of Trafigura call center/support team so User can direct any queries/doubts/issues and/or suggestions and feedback; **(v)** User's existing credit balance and/or outstanding balances updated by Oil Portal; **(vi)** retrieval of invoices, in the understanding that it will be User's sole responsibility to download any invoice created by Trafigura; **(vii)** historical sales orders and dispatched data; **(viii)** module in which User is able to upload/update delivery information online.

**6.4** Orders for products listed in the Oil Portal which are accepted by Trafigura may not be cancelled or modified if the delivery carried or vehicle has been dispatched. Trafigura's weights and measurements of listed products shall govern, except in case of proven error.

**6.5** Trafigura retains title of any products listed until User settles full payment, whether through the Oil Portal or otherwise. Trafigura reserves the right, among other remedies, either to cancel any transaction or to suspend further deliveries thereunder in the event User fails to pay for any shipment when payment becomes due.

**6.6** User shall assume liabilities for all taxes, excises or other charges, imposed by any local, state, or federal authority related to the products listed in the Oil Portal. User further agrees to indemnify Trafigura against any and all such liabilities for taxes as well as any legal fees or costs incurred by Trafigura in connection therewith.

## **7. Limitation of Liability**

**7.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY TRAFIGURA ON OR THROUGH THE OIL PORTAL ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND TRAFIGURA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

**7.2** Any material downloaded or otherwise obtained through the Oil Portal or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Trafigura's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Trafigura or through or from the Oil Portal shall create any warranty not expressly stated herein.

**7.3** Each User hereby agrees to indemnify and save Trafigura, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Oil Portal or Services (including but not limited to the display of such User's information on the Oil Portal) or from User's breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Trafigura, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Trafigura.

**7.4** Trafigura reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User shall cooperate with Trafigura in asserting any available defenses.

**7.5** Trafigura shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following: **(a)** the use or the inability to use the Oil Portal; **(b)** unauthorized access by third parties to data or private information of any User not attributable to Trafigura; and/or **(c)** any matters relating to the Oil Portal, however arising, including negligence.

**7.6** Notwithstanding any of the foregoing provisions, the aggregate liability of Trafigura, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Oil Portal or Services during any calendar year shall be limited to the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Oil Portal or Services must be filed within the period as prescribed under the applicable law governing the Terms.

**7.7** The limitations and exclusions of liability to User under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Trafigura has been advised of or should have been aware of the possibility of any such losses arising.

## **8. Exclusion of Liability**

**8.1** No liability shall result from failure by Trafigura to perform any obligations pertaining to the Services and/or the Oil Portal, in whole or in part, due to causes which are beyond the reasonable control of Trafigura, including, but not limited to, compliance with governmental laws, rules and regulations, force majeure or acts of God, fire, flood, accident, riot, war, sabotage, strike, labor trouble, breakdown or failure of equipment, and shortages of or inability to secure or delay in securing services, supplies or materials including raw materials. Trafigura's **(i)** inability to obtain, at prices and on terms deemed by it to be practicable, any required raw material, energy source, equipment, labor or transportation; or **(ii)** incurring increased costs for compliance with environmental health or safety regulations, shall be sufficient to relieve Trafigura of its obligation to perform the Services.

## **9. Intellectual Property Rights**

**9.1** Trafigura is the sole owner or lawful licensee of all the rights and interests in the Oil Portal and the Portal Content. The Oil Portal and Portal Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Oil Portal and Portal Content shall remain with Trafigura, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Trafigura are hereby reserved.

**9.2** Trafigura trademarks and related icons and logos are registered trademarks or trademarks or service marks of Trafigura and its affiliates, in various jurisdictions, and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

**9.3** Trafigura may have independent third parties involved in the provision of the Oil Portal or Services (e.g. the authentication and verification service providers). User may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

## **10. Data Privacy**

**10.1** When we process User's personal information in relation to the Oil Portal and the Services we do so in accordance with the Trafigura Privacy Policy available in this portal and the Applicable Privacy Laws.

**10.2** For the purposes hereof, "**Applicable Privacy Laws**" means any and all applicable laws, regulations, guidelines and mandatory criteria, relating to privacy and the collection, use and

disclosure of personal information pertaining to an identifiable individual, in all applicable jurisdictions. The privacy notices pursuant to the Applicable Privacy Laws may be consulted in the Privacy Policy.

**10.3** Trafigura will take all necessary steps to protect and maintain personal information of the User obtained in the course of User's use of the Oil Portal. The User shall at all times provide accurate and precise information, as applicable, enabling Trafigura to comply with all Applicable Privacy Laws.

**10.4** The User acknowledges and agrees that the disclosure of its personal information may be required as mandatory and/or allowed by Applicable Privacy Laws, including as contemplated by Clause 5.3, and the User hereby grants consent as may be required by Applicable Privacy Laws to such personal information disclosure.

## **11. Notices**

**11.1** All legal notices or demands to or upon shall be made in writing and sent to Trafigura: **(a)** personally, by courier or certified mail to the entity and addresses established in Clause 1 above; or **(b)** by sending an email to the following address "clientes.argentina@trafigura.com". The notices shall be effective when they are expressly acknowledged as received by Trafigura in any of the above-mentioned manner.

**11.2** All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Trafigura, or by posting such notice or demand on an area of the Oil Portal that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when: **(a)** Trafigura is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User; or **(b)** immediately upon Trafigura posting such notice on an area of the Oil Portal that is publicly accessible without charge.

**11.3** User agrees that all agreements, notices, demands, disclosures and other communications that Trafigura sends to User electronically will satisfy any legal requirement that such communication should be in writing.

**11.4** As provided in Clause 6.3, it is User's sole responsibility to monitor the Oil Portal for, retrieve or download any invoice created by Trafigura that is posted by Trafigura in the Oil Portal, and Trafigura will not be responsible for notifying User of having posted any such invoice.

## **12. General Provisions**

**12.1** The Terms constitute the entire agreement between User and Trafigura with respect to and govern User's use of the Oil Portal and Services, superseding any prior written or oral agreements in relation to the same subject matter herein. Only as it pertains to the purchase sale transaction of products listed in the Oil Portal, the commercial terms and conditions that may be agreed between User and Trafigura for such specific transaction will govern and take precedence with respect to the subject matter of such specific transaction.

**12.2** Trafigura and User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

**12.3** If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

**12.4** The headings and titles of the Clauses in these Terms are for reference purposes only, and in no way define, limit, construe or describe the scope or extent of such Clause.

**12.5** Trafigura's failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of Trafigura's right to act with respect to subsequent or similar breaches.

**12.6** Trafigura shall have the right to assign the Terms and/or the Oil Portal, including all of our rights, titles, benefits, interests, and obligations and duties therein, to any person or entity, including any affiliates of Trafigura, without prior notice, and without liability. User may not assign, in whole or part, the Terms to any person or entity.

**12.7** THIS AGREEMENT SHALL BE GOVERNED BY THE CORRESPONDING LAW OF THE LOCATION THEREIN. THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO SUCH EXCLUSIVE JURISDICTIONS AND VENUES, AS APPLICABLE, HEREBY EXPRESSLY WAIVING ANY OTHER JURISDICTION OR VENUE THAT MAY APPLY BY VIRTUE OF CURRENT OR FUTURE DOMICILE OR ANY OTHER REASON.