



# YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

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# YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

## 1 CONTENT

### 1. Purpose

YPF General Purchase and Contracting Conditions (hereinafter referred to as "General Conditions") are intended to regulate the relationship between YPF and its Suppliers/Contractors regarding the purchase of goods and the procurement of works and/or services.

These General Conditions are part of the contractual purchase or contracting documents and shall be sent by YPF together with the Request for Proposal.

By submitting its Proposal, the Supplier/Contractor acknowledges it has assessed and is able to comply with the provisions of this document and its annexes, that it has made the necessary consultations and therefore it is aware of and accepts such provisions.

The General Conditions are published in the web page: [www.ypf.com](http://www.ypf.com)

### 2. Validity and precedence of contractual documentation

**2.1** The General Conditions establish the bases for the Purchase of goods and/or the Contracting of works and/or services, and shall be applicable with respect to all those terms not expressly regulated in the Special Conditions. In the event of inconsistencies or apparent inconsistencies between the general and special conditions in relation to Operational Excellence (quality, environment, safety, health, etc.) the more strict requirements shall always apply, as YPF shall establish.

**2.2** All the documents listed in this section supplement each other, so that the provisions set forth mentioned in all of them govern the relationship between the parties and, in case of any contradiction or discrepancy between the documents of one Order/Contract or Specification, the special conditions shall prevail over the general conditions, the order of precedence or priority being as follows:

1. Possible amendments to the Order/Contract, expressly agreed in writing and subsequent to its date of issue.
2. Order/Contract and the documents annexed thereto.
3. Amendments to Special Conditions.
4. Special Conditions.
5. Amendments to Technical Specifications.
6. Requested Technical Specifications.
7. Amendments to General Purchase and Contracting Conditions.
8. General Purchase and Contracting Conditions.
9. Written clarifications drawn up by Supplier/Contractor subsequent to its proposal and explicitly accepted by YPF.
10. Proposal or Offer by the Supplier/Contractor.
11. Request for Proposal.

**2.3** No exceptions to these General Conditions or other general Supplier/Contractor conditions of sale shall be accepted, under any name, other than those established in this document, unless



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otherwise expressly accepted, totally or partially, and in written form by YPF. The exceptions to be agreed upon in this way shall only be applicable to the Order/Contract in relation to which they were agreed upon and shall not be extended to other Orders/Contracts.

**2.4** Any conditions and specifications included by the Supplier/Contractor in its proposal, delivery notes, invoices or other documents exchanged between the parties shall, when in conflict with the conditions expressly established in the Order/Contract, the special conditions and in these General Conditions, be null and void.

**2.5** The Contracts for the supply of works and/or services shall remain in force during the execution of the works, subject matter of such contracts, in accordance with the provisions of the contractual documentation. If an expiration date was agreed previously, notwithstanding such works, the Contract shall be deemed tacitly extended to successive monthly periods, unless upon a minimum thirty-day written notice by YPF prior to the expiration date or to any of the extensions. However, in any of these events, the contractual documentation attached to the Order/Contract shall indicate the clauses that shall apply with regard to compliance with execution deadlines and extensions thereto, notwithstanding the exercise by YPF of its contractual powers (e.g. the application of fines for delays, termination due to breach) which shall not be affected by the extension. Additionally, the Supplier/Contractor shall be sole and fully liable for delays in the completion of works and consequent damage and loss, with no possibility of interpreting extensions as a release of liability.

### **3. Supplier/Contractor Obligations and Liabilities.**

**3.1** The Supplier/Contractor undertakes to carry out the works and/or perform services and/or the supply of goods pursuant to the provisions of the Order/Contract and annexes thereto and to comply with all obligations of technical (skills, trades, specialties), administrative, tax, employment, social-security and legal nature applicable to the contractual relationship.

**3.2** The Supplier/Contractor shall submit all technical and legal documentation that may be required by YPF in documents attached or applicable to the Order/Contract, both in due time and quantity, as well as any other necessary information for the supply of goods and/or services to comply with the current regulations that may be applicable.

**3.3** The Supplier/Contractor, when required by YPF, shall provide documentary evidence of its compliance with the obligations referred to in previous sections and, submit at least, the documentation described for each stage in accordance with Annex VII. The failure to submit such supporting documentation or the incomplete submittal shall constitute a serious breach of obligations.

**3.4** Based on the nature of the Order/Contract, the Supplier/Contractor shall appoint one or more Managers within its organization, according to the type of works to be performed and the possible dispersion of its workforce, in relation to any matters arising from the execution of the works and services and/or the supply of goods, as established in the Special Conditions of the Order/Contract, and shall inform such appointment to the relevant YPF Coordinator. Any notice sent by YPF to the Manager(s) indicated above shall be deemed duly given to the Company represented by such Manager(s).

**3.5** The Supplier/Contractor and/or Subcontractor shall hold YPF harmless from and against all liability for any employees' and/or third parties death, illness or injury of, and damages caused by its employees and/or vehicles and/or machinery and/or any other item owned by it or under its custody, arising as a result of the works, services or supplies described in the Order/Contract,



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and from any claim, suit or action arising as a consequence of the foregoing, and which results from an action or omission on the part of the Supplier/Contractor and/or Subcontractor in the performance of the Order/Contract obligations, including legal fees and expenses, without limitation of liability by the underwritten insurances.

**3.6** The Supplier/Contractor shall immediately inform YPF about termination of employment of any of the members of its staff, the removal of machinery and/or vehicles used in the service it rendered, during the term of the Order/Contract, specifying the cause of such termination or removal from service.

**3.7** The Supplier/Contractor shall be solely responsible and undertakes to comply with all national, provincial and municipal rules, as well as with the international laws and regulations in force that may be applicable to the Order/Contract during the delivery and/or execution. To such end, the Supplier/Contractor shall be provided with a continuous and updated survey of all the legislation it is bound to comply with under the contract, and it shall evidence, at YPF's request, compliance with the mandatory requirements under the legislation applicable thereto

**3.8** In addition, the Supplier/Contractor, as employer, is in charge of the payment of all the labor and tax obligations, employer contributions and social security obligations, including without limitations, salaries, social charges and eventual severance payments of the employees, as well as the remaining compensations applicable by law, and the Supplier/Contractor undertakes to hold YPF harmless for any contingency on such grounds, even after the completion of the contractual relationship, for any reason.

**3.9** YPF may deduct from any unpaid invoices to the Supplier/Contractor, those penalties and/or fines for breach of any of the contractual obligations and/or existing rules of any kind. Likewise, for the amounts corresponding to costs incurred by YPF for tasks not performed by the Supplier/Contractor, including but not limited to the cleaning of work areas, replacement of tools, machinery and other equipment transferred for performing the job and returned, as YPF shall determine, in an unsatisfactory condition, and any possible debts due to lack of payment for the use of the facilities, temporary use of land and any other debt the Supplier/Contractor owes to YPF.

**3.10** YPF may withhold from any amount to be paid or may claim to the Supplier/Contractor, any sum claimed to YPF for failure by the Supplier/Contractor to comply with the labor and/or social security and/or tax legislation, including but not limited to claims based on labor several liability and any other that might be claimed to YPF under laws or regulations.

These possible deductions shall be totally independent of the Guarantees provided by the Supplier/Contractor referred to in section 11 of these General Conditions.

**3.11** The Supplier/Contractor shall prove its affiliation with an Occupational Risk Insurer [Spanish acronym: "ART"] to the satisfaction of YPF, covering all personnel affected to the fulfillment of the Order/Contract, with said coverage necessarily remaining in full force and effect during the term of the Order/Contract. The Supplier/Contractor also undertakes to make to the Occupational Risk Insurer, in due time and proper form, the contributions corresponding to the occupational risks coverage in accordance with the provisions of Act No. 25,013 of Work Contract - Labor Reform. [*Ley de Contrato de Trabajo – Reforma Laboral*]. Taxpayers subject to the simplified regime [*monotributistas*] are covered by personal accident insurance.

The Supplier/Contractor shall make available, when so required by YPF, written evidence confirming the timely payment of contributions to the Occupational Risk Insurer or reliable written evidence of the resolution authorizing it to self-insure.

The policies of the A.R.T. shall include a clause waiving action for recovery against YPF.

**3.12** The Supplier/Contractor shall submit to each one of the workers who provide services related to the Order/Contract and, on a monthly basis, the tax or employment identification



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number (CUIL number), the proof of payment of remunerations, evidence of contributions to the social security system and a bank account opened in the name of worker, as well as all the documentation required in Annex VII and according to the procedure indicated therein.

**3.13** The Supplier/Contractor undertakes to hold YPF harmless for all claims of any nature that may be brought against YPF by the Supplier or Contractor's workers, legal heirs and successors and/or any of the union or medical assistance entities in charge of collecting any social security payments or taxes based on the existence, implementation or termination of labor relations that may be claimed with the Supplier/Contractor, and/or based upon a supposed several liability or relationship of any kind between the Supplier/Contractor and YPF. The Supplier/Contractor undertakes to pay YPF, within a 15-days notice, all sums which YPF may have to pay, including but not limited to the fees and expenses of legal advisors, interest, experts and other consultants fees as a consequence of claims, trials or legal actions, or for any other cause arising from the Order/Contract.

**3.14** The Supplier/Contractor undertakes to require that its contractors or subcontractors comply with Act 24,557 on Occupational Risks [*Ley de Riesgos del Trabajo*], and shall be held liable for the payment of the relevant contributions by its contractors and/or subcontractors.

**3.15** The Supplier/Contractor shall accept and comply with the YPF Policy of Human Rights and Relationship with the Communities, the Operational Excellence Policy, the Code of Ethics and Conduct, the Golden Rules, and all Internal Regulations applicable under the Order/Contract. You may access it in the YPF's web page or by requesting it during the offer preparation process, prior to signing the Order/Contract. The Supplier/Contractor shall receive and manage diligently the audits deemed necessary by YPF S.A. in order to verify the capacity of the former to ensure compliance with the regulations previously defined and analyze and correct any non-conformities detected during the process.

**3.16** The Supplier/Contractor shall comply with all the provisions in force related to Operational Excellence (Quality, Environmental, Safety and Hygiene, Occupational Health and any applicable management discipline) applicable to the Order/Contract as well as any internal regulations or practices of YPF that may be applicable according to the site where its services are rendered, the activity performed or the circumstances,, which shall be informed to the Supplier/Contractor in the purchase or contracting process.. The Supplier/Contractor and/or Subcontractors shall hold YPF and all its officers and employees harmless for any claim resulting from a failure to comply with the regulations before mentioned.

**3.17** The Supplier/Contractor shall be liable and shall indemnify YPF, at any time, for any and all losses, damages or liability of any kind which the latter may have incurred, whether director indirectly, for or in relation to the compliance with or breach of obligations relating to the Order/Contract by the Supplier/Contractor or its personnel, including but not limited to:

1. Any loss, damage or liability arising from a claim brought by a third party on the grounds of loss or damage sustained by the person or property thereof, whether direct or indirectly, for or in relation to the rendering of services or the fulfillment of obligations by the Supplier/Contractor or Personnel; or
2. Any claim brought by the personnel or by any public entity, union organization and/or social-security department, other applicable authorities or third parties, due to the failure of the Supplier/Contractor to meet its legal obligations as an employer.

Indemnity granted in accordance herewith is an ongoing obligation and is separate from the Supplier/Contractor's other obligations, and:

- (i) shall continue in force and effect after completion of the Order/Contract;
- (ii) shall not expire following a partial payment;



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(iii) may be claimed even prior to the incurring of a cost or the making of any payment under the Order/Contract.

**3.18** The Supplier/Contractor acknowledges that YPF has the right, in case of breach of contract or risk of breach by the Supplier/Contractor and prior notice to remedy said breach, within a period of no less than 7 (seven) calendar days, to withhold in part or in whole, according to its reasonable judgment, certifications and/or payments accrued and or to be accrued for the purchase and/or contracting which was the subject matter of the relevant specifications. The withholding of payment shall not accrue interest in favor of the Supplier/Contractor, nor grant it the right to make any claim, except for negligence or willful misconduct, and in the latter instance, payment shall be made, if appropriate, once the breach has been remedied by the Supplier/Contractor.

**3.19** The reception and/or acknowledgement and/or acceptance of these Conditions by the Supplier/Contractor imply its irrevocable waiver to invoke the provisions of Articles 991 to 996 and concordant Articles of the National Civil and Commercial Code. Additionally, if by any cause the corresponding Order/Contract was not formalized, or if the Supplier/ Contractor did not begin the Works and/or the provision of the Services, the Order/ Contract shall be deemed as non-executed and the Supplier/ Contractor shall not have any right to pursue any type of claim regarding contractual negotiations, preliminary agreements or regarding any other kind of issue or concept related with any pre-contractual liability whatsoever or of any other kind.

### 4. YPF Obligations and Liabilities.

YPF shall appoint a Coordinator to deal with any issues related to the Order/Contract. Additionally, YPF shall provide the Supplier/Contractor with all the information concerning the liability established in the Order/Contract which shall be applicable to the Contractor as a consequence of the performance thereof.

### 5 Assignment of the Order/Contract

**5.1** The works, goods and/or services awarded to the Supplier/Contractor, are its sole liability. Therefore, the whole or partial transfer of its contractual position and/or credits and/or collection rights and/or invoices emerging from the Order/Contract is hereby prohibited without the prior and express written authorization, in accordance with the conditions and manner established by YPF.

**5.2** Supplier/Contractor shall not pledge the Order/Contract.

**5.3** If the Supplier/Contractor assigns partially or totally its contractual position and/or credits and/or invoices emerging from the Order/Contract, without prior written authorization by YPF, the Supplier/Contractor shall be liable for the payment of the corresponding fines under the Order/Contract and additionally YPF will be able, if applicable, to terminate the Order/Contract, being the Supplier/Contractor at fault, without prejudice to the right to claim damages arising from such violation.

**5.4** YPF may assign all or part of its rights and obligations arising from the Order/Contract to any of its controlled, controlling Affiliates or related companies, being the prior notice to the Supplier/Contractor a sufficient condition for this.

**5.5** For each of the assigned invoices, YPF shall charge to the original Supplier/Assignor an amount for assignment administrative expenditures in accordance to the procedures in force.



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### 6. Order/Contract Outsourcing

**6.1** Supplier/Contractor shall not be able to outsource the Order/Contract, and any breach to this prohibition by the Supplier/Contractor shall give YPF the right to terminate the Order/Contract, being the Supplier/Contractor at fault, without prejudice to the right to claim damages arising from such breach; including the costs of a new tender.

**6.2** The partial outsourcing of the Order/Contract is prohibited, unless prior reliable authorization and written notice by YPF. In this case, to obtain this prior authorization, the Supplier/Contractor shall submit to YPF, along with the request for authorization, references of the Subcontractor, and shall also request the Subcontractor all the documentation provided for in the Request for Proposal and in these General Conditions, as well as the written commitment by the Subcontractor to comply with all and every provision of the Order/Contract and its annexed documentation, having to submit all of this immediately to YPF.

**6.3** In the event of hiring a Subcontractor, the Supplier/Contractor shall continue to be primarily liable to YPF for compliance with all the obligations arising from the Order/Contract even in the case of works, goods or services directly supplied/rendered by the authorized subcontractor. The Supplier/Contractor shall oversee and coordinate the Subcontractor hired and shall be fully liable to YPF for the acts and/or omissions of such Subcontractor and the people directly or indirectly hired by it. The Outsourcing shall neither originate nor generate any contractual relationship between YPF and Subcontractor. Notwithstanding the foregoing, YPF may inspect and oversee at all times the subcontractor's works and observance of its obligations.

### 7. Financial Conditions and Tax Obligations

**7.1** The prices contained in the Order/Contract and/or exhibits thereto shall be fixed and not subject to review until the full and correct completion of the Order/Contract, unless otherwise indicated by YPF, and shall include all kinds of taxes, duties, charges, levies, fees and contributions except VAT (Value Added Tax) or any other tax of a similar nature, which shall appear individually under a separate item. If necessary, in cases in which the Supplier/Contractor is based overseas, all withholdings corresponding to taxes, duties, charges, levies, fees, contributions and/or any other tax shall remain the exclusive charge of the Supplier/Contractor, who shall receive the net sum of these withholdings and the corresponding withholding certificates evidencing the deposit of the sums withheld by YPF.

**7.2** The existence of the Supplier's written proposal and the written acceptance or award by YPF is a necessary condition, but obligations by YPF will not arise until the period of full force and effect of the Order/Contract, YPF shall be able to withdraw the contract award at any time during this period without any claim by the Supplier/Contractor. Works, goods and/or services not included in the Order/Contract shall not be paid unless an offer has been submitted in written form by the Supplier/Contractor and accepted, in writing, by YPF, and the relevant Order/Contract amendment is issued consequently.

**7.3** Advance payment shall be made, when applicable, against the relevant performance bond corresponding to such advance payment by the Supplier/Contractor following approval and acceptance by YPF in each case, insofar as such advance payment is so established in the corresponding Order/Contract.

**7.4** Payment of the Order/Contract price shall imply no waiver to the YPF rights set forth therein.





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**7.5** Any difference of freight, consignment or any other expenses arising from the breach of the delivery instructions or any other difference as to the conditions set out in or applicable to the Order/Contract shall be in charge of Supplier/Contractor.

**7.6** Notwithstanding the provisions of Article 8.1, the payment of all taxes levied on the business transactions referred to under these General Conditions, shall be in charge of the parties in accordance with the provisions of law. The taxpayer is liable, in each case, for the correct payment of taxes, reflected in the corresponding accounting documents.

**7.7** The Stamp Tax, where applicable, shall remain the exclusive liability of the Supplier/Contractor. YPF shall pay no invoices until the Supplier/Contractor furnishes evidence of payment of the above mentioned stamp tax in the corresponding jurisdiction.

**7.8** At the moment of payment of invoices YPF shall make all tax and labor withholdings established by the legal provisions in force.

**7.9** The invoices furnished by the Supplier/Contractor shall comply with all and every legal requirement established by legal provisions in force and YPF requirements for their proper processing.

**7.10** The Supplier/Contractor shall inform YPF its tax condition, in accordance with the legal provisions in force (as regards VAT, the condition of "registered", "not registered", "exempt" or other).

**7.11** In all cases the Supplier/Contractor shall supply the bank information described in Annex IV.

**7.12** The Supplier/Contractor and/or Subcontractor shall hold YPF harmless for any claim arising in the Supplier/Contractor and/or Subcontractor obligation to pay any kind of taxes, duties, charges, levies, fees and contributions, including legal fees and expenses.

### 8. Payment Terms

**8.1** The clauses set forth in Annex V shall apply.

**8.2** All other payment terms shall be clearly set forth in the Specifications, as well as in the Order/Contract.

### 9. Acceptance. Contract

**9.1** The Supplier/Contractor may accept the General Conditions via the means determined by YPF, including electronic means. In any case, the mere execution of an Order entails its implicit acceptance of the General and Special Conditions, excluding all contrary specifications not accepted in writing by YPF.

**9.2** The agreement with the Supplier/Contractor may be implemented by means of an Offer Letter or the execution of the Contract between the parties hereto, upon the assumption of the Supplier/Contractor's full acceptance.

### 10. Delivery / Execution Terms

**10.1** The period for delivery/execution established in the Order/Contract shall be firm and delivery/execution must be carried out in the quantities, on the dates and in the locations and places specified in the delivery/execution schedules drawn up and provided by YPF. Upon the expiry of the term agreed default shall be incurred automatically by the Supplier/Contractor without any notice and/or demand.



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**10.2** In case of delay, YPF may elect to accept supply and impose any established penalties, or else to reject the supply imposing any applicable fines and the Supplier/Contractor shall not be entitled to any claim on such account. Notwithstanding the foregoing, YPF shall be entitled to terminate the contract and file a claim for any damages it may have sustained.

**10.3** YPF may from time to time make reasonable changes in its delivery/execution schedules, or order a temporary suspension of any scheduled deliveries without any change in the price or terms and conditions of the Order/Contract being implied.

**10.4** The Supplier/Contractor waives any reliance on the provisions of articles 1031 and 1032 of the National Civil and Commercial Code.

### 11. Warranties

**11.1** The Supplier/Contractor warrants that the goods delivered and/or works and services provided are in line with the defined scope, fit for their intended use, top quality and for first use, and comply with Operational Excellence Standards (quality, safety, environment health, integrity, reliability standards, etc.) specified in Special Conditions/Technical Scope, any other instrument containing specifications of requirements and/or the Order/Contract, any applicable laws in effect as well as and YPF rules, and that they shall be provided in compliance with the established work/execution schedules.

**11.2** The Supplier/Contractor further warrants that it is the sole owner of the goods, and that they are free of any liens and encumbrances in favor of third parties, have no defects and are fit to be commercialized. Also, the Supplier/Contractor warrants that it holds the patents, licenses and other industrial/intellectual property rights required for fulfilling the purpose of the Order/Contract.

**11.3** It is the purpose of YPF that the Supplier/Contractor shall guarantee its proper performance of the obligations arising from the Order/Contract, including, but not limited to, the Supplier/Contractor's obligations with regard to its staff, execution/delivery deadlines, etc. The Supplier/Contractor shall use the authorized and necessary instrument(s) applicable to the Order/Contract (sureties, letters of credit), which shall be defined in the Special Conditions of the Order/Contract. Their validity shall be established by the Labor/Service Warranty period and in all cases according to the requirements determined by YPF at its full satisfaction.

**11.4** The Warranty Period for works, goods and services provided by the Supplier/Contractor shall be established in the Special Conditions of the Order/Contract, or in the absence thereof, shall be of one (1) year from the delivery date of the delivery notice, certification of services rendered, or certificate of provisional acceptance, except when a longer period is required in accordance with applicable law.

**11.5** During the Warranty Period, the Supplier/Contractor shall be liable for all damages resulting from a defective execution of the contracted works, goods or services, or the poor quality of any materials supplied by it. The Warranty Period shall not run during any time required to make repairs or replacements, which shall in turn be warranted, upon completion, for the same period as the original warranty.

**11.6** Upon any failure by the Supplier/Contractor to discharge its obligations under the Order/Contract, YPF shall give the Supplier/Contractor due notice of said non-compliance, as required under the warranty provided. Additionally, YPF shall have the right to deduct from any



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of the corresponding warrants, any reasonable costs incurred to perform any outstanding obligations of the Supplier/Contractor.

Failure to comply with any of the conditions of the Order/Contract may lead to the return of the items supplied, non-acceptance of work or supplies, a demand for the immediate replacement thereof in addition to any damages and losses sustained and, where appropriate, the termination of the Order/Contract for all intents and purposes, and said termination shall not entitle the Supplier/Contractor to any claims whatsoever.

**11.7** YPF shall be entitled to set off any obligation, either overdue or not yet, payable by the Supplier/Contractor to YPF for any reason, against any sum payable by YPF to the Supplier/Contractor under commercial relationship with YPF, whether currently in force or to be entered into in the future.

**11.8** YPF shall not be liable and not owe any amount to the Contractor by way of interest and/or costs accrued or incurred under any warranties or withheld warranties.

### 12. Insurance

**12.1** The clauses contained in Annex VI shall apply to YPF, based on the type of contract:

- General clauses applicable to all purchases and contracting.
- General contracting.
- Turnkey Contract Insurance.
- Well Servicing Insurance.
- YPF Product Transportation Insurance.

**12.2** The remaining terms of insurance shall be clearly set forth in the Special Conditions, as well as in the Order/Contract.

**Insurers:** the Supplier/Contractor's technical proposal shall specify the insurance companies that will cover YPF insurance requirements.

### 13. Penalties for Breach of Contract

**13.1** The penalties or fines applicable to the Supplier/Contractor for breach of contract shall be established in the Special Conditions and in the Order/Contract.

**13.2** YPF may deduct fines from any payments outstanding or due to the Supplier/Contractor.

**13.3** YPF shall assess the contractor's performance based on quality indicators established for each service and the performance in safety and environment matters, applying progressive penalties for repeated deviations or poor performance, which can end in contract termination for cause and without any charge for YPF. The contractor's safety or environmental performance below the standards required by YPF for the contracted services shall in no case be tolerated.

### 14. Inspections

**14.1** The Supplier/Contractor shall perform or cause the competent supervisory body to perform the inspection of any goods subject to any technical, safety or environmental regulations and/or contractual terms that shall so require

**14.2** Also, the Supplier/Contractor shall carry out weekly reviews of any temporary workshops or facilities within the premises of YPF when it may deem it necessary and the requirements established haven been met. The Supplier/Contractor shall inform the results of these inspections and reviews to YPF.



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**14.3** YPF reserves the right to inspect the source of the goods subject to the Order/Contract and to demand as many tests as necessary, which shall be performed at the expense of the Supplier/Contractor. To such end, YPF shall appoint inspectors who shall have free access to the workshops and manufacturing processes; this inspection shall not release the Supplier/Contractor from any responsibility.

**14.4** YPF reserves the right to verify the accuracy of any documentation and information submitted by the Supplier/Contractor at the place where it is kept or where YPF may specify or request. To such end, YPF shall appoint inspectors who shall have free access to the supporting documentation; this inspection shall not release the Supplier/Contractor from any responsibility.

### 15 Delivery and Shipment of Goods

**15.1** Any goods supplied shall be suitably packaged in order to prevent defects. YPF shall not accept any packaging charges unless previously agreed otherwise. Goods corresponding to different Orders/Contracts shall under no circumstances be packed together, except with the express authorization of YPF.

**15.2** All shipments shall be accompanied by a delivery slip, specifying the amount, name of product, Order/Contract number, Supplier/Contractor reference and packages description, which document shall be distributed as required in the Order/Contract and/or Special Conditions.

**15.3** All packages shall be externally marked with the destination of the goods and the corresponding Order/Contract number, as well as handling instructions or precautions to be adopted when necessary. The Supplier/Contractor shall strictly comply with applicable laws in force, including but not limited to the hazardous materials safe transportation and packaging rules, and shall be solely liable for any personal injuries and property damages resulting therefrom.

**15.4** In the case of goods that, given their nature, are delivered in special containers (e.g. laboratory products), the Supplier/Contractor shall comply with the following directions:

- a)** Each container shall be identified by batch, manufacturing and date number. Labeling and the information contained must comply with the Globally Harmonized System.
- b)** Goods corresponding to more than two batches shall not be included in one delivery, except upon prior notice given by the Supplier to YPF and YPF's written consent.
- c)** The Supplier/Contractor shall give notice of the expiry date of the goods, if any, indicating the date when they may no longer be used on the respective containers.

**15.5** Reception by YPF of a shipment or dispatch of goods by the Supplier/Contractor shall not in itself be construed as the final acceptance of such goods, which shall remain subject to a subsequent examination. YPF shall be entitled to bring claims for any defects and deficiencies in quality or quantity, any necessary actions in response to such claims shall be the responsibility of the Supplier/Contractor.

**15.6** Orders and Contracts shall be subject to the INCOTERMS (latest version), the relevant terms being defined in the Special Conditions and in the Order/Contract.

**15.7** Rejected goods: In such cases, the Supplier/Contractor shall make a new delivery in the same quantity and quality at its sole expense, at the request of YPF. Without prejudice to the



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

foregoing, YPF shall have the power to impose any applicable fines under the warranty given by the Supplier/Contractor.

**15.8** The Supplier/Contractor is exclusively liable for the goods until the time of their delivery to YPF.

### 16. Reception of Works and Services

**16.1** Reception: Once the works and services are completed and if they have been properly executed, all trials and installation tests having been satisfactorily carried out under the inspection provided for in Article 14.3 of these General Conditions, YPF shall draw up a memorandum evidencing that the works and services have been actually completed, the effective date of commencement and completion thereof, and any observations that may be necessary. The established warranty period shall be computed as from the date of such memorandum.

**16.2** Should the completed works and services have any defects, YPF shall allow the Supplier/Contractor a period to correct them. Should such correction not be made during the specified period, YPF may undertake the correction by itself or through third parties, any costs incurred being charged against the amount withheld as Warranty or to the Supplier/Contractor for amount of any work and service not covered by the withheld Warranty.

**16.3** Warranty Period: After reception and once the warranty period has expired and any replacements and/or repairs occurred during such period have been carried out to the satisfaction of YPF, YPF shall return the original policy submitted at the commencement of the contract. In the case of services, once the term of the contract has expired due to the exhaustion of the stipulated amount or time period, the certificate of final acceptance shall be prepared and the warranty amount shall be reimbursed.

**16.4** Rejected Works and Services: In these cases, the Supplier/Contractor shall perform them again, at its sole expense. Without prejudice to the foregoing, YPF shall have the power to impose any applicable fines under the warranty given by the Supplier/Contractor.

### 17. Termination of Order/Contract

**17.1** The Order/Contract shall be terminated upon its rescission on grounds of non-performance or upon the expiration of its effective term.

**17.2** Termination of Order/Contract upon the Supplier/Contractor's fault.

**17.2.1** In addition to the causes established by the law, YPF reserves the right to terminate an Order/Contract upon the occurrence of any of the events set forth below, which are stated for illustration purposes and without limitation:

- a) The sale or transfer inter vivos or upon death of the Supplier/Contractor's Company or its transformation into a different legal entity by legally accepted means without YPF's written consent.
- b) Supplier/Contractor's non-compliance of any of the Order/Contract Clauses, as well as serious breaches of the Operational Excellence guidelines defined by YPF in general and by the contracting Business Unit in particular.
- c) The maximum number of applicable penalties stipulated in the Order/Contract has been reached.
- d) Supplier/Contractor's non-compliance with applicable law.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

- e) The attachment and withholding of receivables ordered by legal or administrative bodies, or the dissolution of the Supplier/Contractor company.
- f) More than 20% of the works, goods and services are pending completion upon the expiry of the period of the Order/Contract.
- g) In case of accident, fatality or incidents related to Operational Excellence causing personal injuries or damage to, property or the environment of very serious or superior severity which YPF believes are related to contractor management deficiencies.
- h) Serious inaccuracies in the information provided by the company, in particular in relation to quality, health and safety issues, environmental management, working conditions and compliance with employment requirements.
- i) Failure to comply with the Company's ethical standards.
- j) Failure to comply with the confidentiality obligations stipulated in the Order/Contract.
- k) Insolvency, bankruptcy, liquidation or dissolution of the Supplier/Contractor.
- l) Failure to comply with Conflict Minerals Regulations as referred to in clause 23 of these General Conditions.

**17.2.2** Upon the occurrence of any of the above mentioned events, the Order/Contract shall be terminated and of no effect as from YPF's notification of such decision to the Supplier/Contractor or, if applicable, its successors.

**17.2.3** Upon the termination of the Order/Contract, YPF may take all or any of the following actions:

- a) Suspend outstanding payments.
- b) Foreclose any collateral given by the Supplier/Contractor.
- c) Withhold any Supplier/Contractor's goods and items then in possession of YPF.
- d) File a claim for damages.

**17.3** Termination of Order/Contract by YPF. YPF reserves the right to terminate the effects of the Order/Contract by its own decision. To this end, YPF shall give the Supplier/Contractor self-authentic prior notice of its decision 30 (thirty) days before the date of termination of the Order/Contract. The Supplier/Contractor shall not be entitled to any indemnity and/or compensation of any kind.

## 18. Force Majeure

**18.1** None of the parties shall be held liable for the non-fulfillment of any of their obligations derived from the Order/Contract insofar as the performance thereof is delayed or made impossible as a result of a fortuitous or Force Majeure event. Force majeure or fortuitous events shall mean any events that meet the requirements established by Article 1730 of the National Civil and Commercial Code.

Notwithstanding the provisions of the preceding paragraph, a suspension of contractual obligations caused by the Supplier/Contractor's or its Subcontractors' employees, whether



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

resulting from a labor dispute, union conflict, strike, picket lines, etc., may not be invoked as a force majeure event, except for actions ordered by the industry Union national authorities.

YPF reserves the right to establish and define guidelines associated with the continuation of Orders/Contract, treatment, review, changes in conditions, reviews and proposals aligned with the conditions given according to the situation called Force Majeure.

**18.2** The performance of obligations under the contract shall continue to be suspended for so long as the cause of the Force Majeure event continues. The party affected by said event shall give prompt notice thereof to the other party and use all reasonable efforts to solve the cause of nonperformance as soon as possible. After 30 (thirty) days have elapsed without the cause of the force majeure event having ceased, YPF can cause the service, work or goods under the Order/Contract to be provided by a third party and/or terminate the contract, in either case without the Supplier/Contractor being entitled to any claim and/or compensation on such account.

**18.3** If as a result of a force majeure event performance of the Order/Contract is impossible, the affected party must give notice to the other immediately where possible, or failing this within a maximum period of 48 hours following the occurrence of the event. In such instance, the Order/Contract shall be terminated as of the date of such notice.

**18.4** In case performance of the Order/Contract is suspended and/or terminated on account of a force majeure event, YPF shall not be required to pay the Supplier/Contractor any amount whatsoever or any costs, expenses or indemnities, either during such the suspension or as a result of termination.

**18.5** In accordance with the provisions in article 1733 of the National Civil and Commercial Code, the Supplier/Contractor shall not be free of liability even if there is a fortuitous event or a performance impossibility, in the cases mentioned in that Article.

### **19. Confidentiality of Industrial/Intellectual Property. Protection of Personal Data and Cloud Computing**

**19.1** Any information provided by YPF to the Supplier/Contractor to promote the submission of offers or the proper execution of the work and/or goods and/or services under the Order/Contract must be used solely for such purpose, and shall not be reproduced and/or disclosed by any means. The Supplier/Contractor undertakes to return such information to YPF once the offer has been consummated or at the request of YPF. The duty of confidentiality shall survive for 5 (five) years as from the date of termination of the Order/Contract terminates for any reason.

**19.2** The Order/Contract and any negotiations related thereto shall be strictly confidential for the Supplier/Contractor. Notwithstanding the foregoing, the Order/Contract and the negotiations related thereto may be disclosed by the Supplier/Contractor with the prior written consent of YPF and subject to a confidentiality agreement, to the Supplier/Contractor's shareholders and auditors and to its employees and subcontractors should this be necessary for the rendering of the Services.

**19.3** All the Confidential Information or Industrial/Intellectual Property of YPF made available to, or compiled, or otherwise obtained by the Supplier/Contractor, and any copies or extracts thereof, whether or not containing Confidential Information and/or Industrial/Intellectual Property of YPF, shall remain the property of YPF and must be returned immediately upon the request of YPF or upon completion of the Order/Contract.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

**19.4** The Supplier/Contractor shall use the Confidential Information and Industrial/Intellectual Property of YPF solely in relation to the provision for of its Services and the performance of its obligations under the Order/Contract.

**19.5** Unless otherwise required by law, the Supplier/Contractor agrees that neither the Supplier/Contractor nor its Employees shall disclose or assist others in disclosing, either directly or indirectly, except in accordance with the provisions of another clause of this Contract, nor use for its own or any third party's benefit, Confidential Information and/or Industrial/Intellectual Property of YPF without YPF's prior written consent.

**19.6** This clause shall not be applicable to any information or property disclosed by the Supplier/Contractor that is of public knowledge or in the public domain (and has not been disclosed through actions or omissions of the Supplier/Contractor in breach of the Order/Contract).

**19.7** In all matters applicable to the Services under the Order/Contract, the Supplier/Contractor shall strictly comply with Argentina's Personal Data Protection Law (Act No. 25,326) and its current or future supplementary regulations, including Decree No. 1558/2001 and Order No. 60 – E/2016 issued by the former National Department of Personal Data Protection (today the Access to Public Information Agency), as well as the right to privacy and/or intimacy provided under section 19 of the Argentine Constitution, section 1770 and related sections of Argentina's Civil and Commercial Code. Besides, to the same extent applicable to the Services under the Order/Contract, Supplier/Contractor must comply with all foreign or supranational rules and regulations applicable thereto in relation to personal data protection and privacy. Moreover, and irrespective of the effective term of the confidentiality duties undertaken, if the information of the Supplier/Contractor provided to YPF through digital means or formats constitutes personal data under Act No. 25,326 and related regulations, the Supplier/Contractor will be deemed to have an informed consent and that it authorizes YPF to process and/ transfer and/or host such information and/or data in a way allowing to ensure they are processed and/or transferred and/or hosted in data centers and/or servers belonging to first-class cloud computing providers in the subject. These cloud computing providers may have data centers and/or servers located in countries other than Argentina, such as in the United States, or countries belonging to the European Union, and such countries or blocs may have legislations which, compared to Argentine legislation on the subject, mainly Act No. 25,326 on Personal Data Protection and its supplementary regulations mentioned above, provide higher or lower level of protection of the exchanged personal data. Finally, it is informed that databases owned by YPF, which are subject to Act No. 25,326, are duly registered with the National Database Registry of the Access to Public Information Agency.

**19.8** The provisions in this clause will inure to the benefit of and will be enforceable by the Supplier/Contractor's successors and assigns.

## 20. Conflict Resolution and Litigation. Applicable laws

The Order/Contract shall be governed by the laws of Argentina, without giving effect to the principles of Private International Law. The place of performance of the Order/Contract shall be the place where the goods must be delivered or the services rendered under the Order/Contract. In the absence of any agreement to the contrary, the goods shall be deemed delivered to and the services rendered at the legal domicile of YPF.





## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

In relation to any disputes arising with regard to the interpretation, execution or performance of the Order/Contract, the parties shall expressly submit to the exclusive jurisdiction of ordinary Courts in commercial matters sitting in the Autonomous City of Buenos Aires.

It is expressly stated for the record that the Contract subsequently issued shall be of a civil and/or commercial nature and as such no employment relationship shall be created as between YPF and the Supplier/Contractor, or between the Supplier/Contractor and YPF's employees, or between YPF and the Supplier/Contractor's employees.

### 21. Records

The Supplier/Contractor shall keep a complete, up-to-date register of the goods supplied and/or works or services carried out under the Order/Contract, as well as all transactions related thereto. The Supplier/Contractor shall keep all such records for at least a three-year period after completion of the Order/Contract. Such records shall be available to be possibly audited by YPF. Should this be the case, the audit shall not apply to the Supplier/Contractor's patents or any additional information in relation thereto.

### 22. Addresses - Notices

The Supplier/Contractor shall establish its domicile in the jurisdiction of the YPF office where the Order/Contract is issued.

### 23. General Representations

**23.1** YPF is a company subject to the supervision of the United States Securities and Exchange Commission ("SEC") and is consequently required to report to the SEC the use or production of certain minerals called "Conflict Minerals" from the Democratic Republic of the Congo ("DRC") or Angola, Burundi, Central African Republic, Rwanda, Sudan, Tanzania, Uganda and Zambia (the "Covered Countries"), in accordance with the definition of item 1.01 (d) (3) of the SD Form, in compliance with Section 1502 of the Dodd Franck Act and the Securities Exchange Act of 1934, Section 13 (p) ("Conflict Minerals Regulations"). In view of the foregoing, the Supplier/Contractor represents and warrants that it shall comply with the Conflict Minerals Regulations and ensure that none of its products, parts and/or materials delivered to YPF contain or will contain Conflict Minerals from the DRC or the Covered Countries. In this regard, the Supplier/Contractor hereby undertakes to immediately inform YPF if it discovers or has reason to believe that this representation and warranty given to YPF is no longer truthful and/or accurate. Additionally, the Supplier/Contractor accepts and acknowledges the audits to be conducted by YPF shall include the ability to examine any documents related to the acquisition of Conflict Minerals by the Supplier/Contractor.

By accepting these General Conditions, the Supplier/Contractor agrees to respond in a timely manner, at the request of YPF, to any request for information regarding the source and chain of custody of any Conflict Minerals necessary for the production or functionality of a product manufactured by the Supplier/Contractor or provided by it to YPF. In addition, the Supplier/Contractor understands and acknowledges that any information it may provide in this regard may be used by YPF to comply with its information reporting duties under the Conflict Minerals Regulations, including submitting the SD form and a Conflict Minerals report to the SEC.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

**23.2** The Supplier/Contractor, by accepting these General Conditions, declares and guarantees that at the time of the purchase or contracting of goods or services under these General Conditions, they are not included (nor any of their shareholders) in any list of persons or countries specially designated or blocked or sanctioned (such as those currently sanctioned Cuba, Iran, North Korea, Syria and the Crimea region -in Ukraine-) and, in particular, that is not included on the Specially Designated Nationals And Blocked Persons List ("SDN") of the Office of Foreign Assets Control ("OFAC" and/or "Office of Foreign Assets Control," dependent of the US Department of the Treasury) and/or in the lists published by the Ministry of Foreign Affairs, International Trade and Worship, and/or in similar lists that may exist in the future in Argentina or in foreign countries. Likewise, the Supplier/Contractor undertakes to inform YPF immediately if it is or will become in the future included in the list of OFAC sanctions, or in other similar lists. If YPF verifies that the Supplier/Contractor and/or its shareholders or countries where these operate were included in the aforementioned sanctions lists, YPF may terminate the contract with the Supplier/Contractor without prior notice and claim for the damages incurred and, likewise, YPF reserves its right to consign judicially the pending payments for accrued services up to the date of the effective resolution.

**23.3** Supplier/Contractor undertakes to comply with all anti-bribery and anti-corruption laws applicable to the Supplier/Contractor and YPF, including, but not limited to, the Foreign Corrupt Practices Act ("FCPA"), the UK anti-bribery act, Argentine Act No. 27,401 on Criminal Responsibility applicable to Private Legal Entities, to comply with the YPF's Code of Ethics and Conduct and any other law on ethics, anti-bribery and anti-corruption, anti-money laundering and counter terrorist financing in the jurisdiction in which they carry on businesses are carried on or services are provided.

Supplier/Contractor may not, either directly or indirectly, offer, promise or make a payment or benefit to any entity to improperly influence an official of the government, of a government-controlled company, political party, or of any other person for the purpose of unduly influencing any act or decision by such person or any governmental body with the aim of obtaining, retaining or conducting businesses with YPF. Our Anti-Corruption Policy for Business Partners (ANNEX VIII) describes in further detail the acts to which the anti-bribery and anti-corruption laws are applicable.

YPF will be entitled to audit the books and records of the Supplier/Contractor if, at YPF's reasonable criteria, the former might have breached the provisions of this Section. To this end, Supplier/Contractor undertakes to provide YPF the access, data and information that is required to conduct such audit and any other information related to the adoption and implementation of the programs for the compliance of the aforementioned matters in connection with the Order/Contract.

**23.4** YPF reserves the right to make a prior assessment of the integrity of Supplier/Contractor through its Compliance Area, in order to evaluate the Ethics and Integrity requirements the Supplier/Contractor has submitted. To such end, it will send the Supplier/Contractor a Due Diligence questionnaire, which shall be completed thereby providing and/or attaching supporting documentation, and which shall also be updated. Besides, YPF may require additional information from the Supplier/Contractor or carry out an analysis of its reputation and background in order to verify and/or broaden the results of the information provided. Such



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

information/documentation submitted by the Supplier/Contractor will be fully analyzed to decide the final award of the Service. The Anti-Corruption Policy for Business Partners, included as Annex VIII, establishes the Anti-Corruption Expectations and Anti-Corruption and Integrity Compliance Commitment, which are deemed accepted upon acceptance of this Policy.

If YPF becomes aware that the declared information is inaccurate, or in the event of changes, that might imply significant risks for YPF, YPF may terminate the Contract for reasons attributable to the Supplier/Contractor by prior duly served notice and file a claim for the damages sustained.

## 2. DEFINITIONS AND ABBREVIATIONS

**Agreement:** A legal instrument that formally creates an order or Framework Agreement setting forth the prices, time periods and terms for the supply of a good or service.

**Contracting:** Operation in which the amount corresponds mostly to the acquisition of works and/or services and, therefore, contribution of labor.

**Contractor:** A supplier that basically develops commercialization or storage and, if applicable, technical assistance or maintenance activities. This term includes distributors, representatives and storage providers are included.

**Coordinator/Inspector:** A person designated by YPF to supervise and coordinate the execution of Contracts.

**Technical specifications:** A document issued by YPF setting forth the technical conditions to be met for the supply of goods or the performance of the works and/or services in the required manner and quality.

**Manager:** Under these rules, the person appointed by the Supplier/Contractor as its representative for the coordination of the execution of the works and services and/or the supply of goods as provided in the Special Conditions.

**Order:** A specific Purchase Order sent to the supplier, including the prices, time periods and terms for the supply of a good or service under a previously awarded contract.

**Offer:** The documents required from the bidders invited to quote.

**Purchase:** Transaction which amount corresponds in its majority to the acquisition of goods.

**Request for Quotation:** A request for the submission of technical-economic terms sent to a natural or legal person, inviting such person to provide a quote for the required materials or services and in which the items requested are clearly and accurately described, indicating the terms pursuant to which the proposal should be issued.

**Special Conditions:** A document issued by YPF which lays down the specific commercial conditions to be satisfied for the Supplier/Contractor to be able to supply the goods or perform the works and/or services in the required manner and quality.

**Supplier:** Any natural or legal person having, based on its knowledge and correct application of the regulations, specifications, codes and standards applicable in each case, and of good practices, the adequate resources to supply materials or equipment, or provide services.

**YPF:** YPF S.A. or any of its controlled companies according to the definition of control provided by article 33 of Act No. 19550 of Business Companies.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

### 3. ANNEXES

#### 3.1 ANNEX I: FORM OF BANK GUARANTEE FOR WORKS, GOODS AND SERVICES

Buenos Aires, \_\_\_\_\_  
Buenos Aires, (date)

Dear Sirs,

At the request of company XX (in case of a de facto business association, partners must be also included), hereinafter the "CONTRACTOR", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_ 1, hereinafter the "GUARANTOR", agrees to stand in favor of YPF SOCIEDAD ANÓNIMA (hereinafter, the "BENEFICIARY") as joint and strict surety and main obligor, in accordance with the terms of Article 1591 et seq. and related provisions of the National Civil and Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, in accordance to the terms of Articles 1583, 1594 and related provisions of the National Civil and Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably, the proper performance, within the agreed periods, of each and all of the obligations assumed by the CONTRACTOR in accordance with Contract/Purchase Order N° \_\_\_\_\_, subscribed by the CONTRACTOR at (place)..... on (date) .....for the performance of ..... (hereinafter, the "Contract") and for any liabilities that the CONTRACTOR's failure to perform such obligations may give rise to in respect of the BENEFICIARY and/or third parties related to the BENEFICIARY.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, including if a reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the CONTRACTOR gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of \_\_\_\_\_, province of \_\_\_\_\_

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfillment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

- 1.- Enter Full Name of Guarantor Bank.
- 2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.2 ANNEX II: FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

Buenos Aires, \_\_\_\_\_

Buenos Aires, (date)

To YPF

Dear Sirs,

At the request of company XX (in case of a de facto business association, partners must be also included), hereinafter the "CONTRACTOR", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_, hereinafter "the GUARANTOR", agrees to stand of as strict surety and main obligor, together with YPF SOCIEDAD ANÓNIMA (hereafter, the "BENEFICIARY") and primarily and jointly liable therewith in accordance with the terms of Article 2005 et seq. and related provisions of the National Civil and Commercial Code, and Article 478 et seq. and related provisions of the Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, according to the terms of Articles 2012, 2025 and related provisions of the National Civil and Commercial Code and Article 482 and related provisions of the Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably, the proper performance, within the agreed periods, of each and all of the obligations assumed by the CONTRACTOR in accordance with Contract/Purchase Order N° \_\_\_\_\_, subscribed by the CONTRACTOR at (place)..... on (date) ..... for the performance of ..... (hereinafter, the "Contract") and for any liabilities that the CONTRACTOR's failure to perform such obligations may give rise to in respect of the BENEFICIARY and/or third parties related to the BENEFICIARY.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, including if a reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the CONTRACTOR gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of \_\_\_\_\_, province of \_\_\_\_\_

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfillment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available

1.- Enter Full Name of Guarantor Bank. 2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.3 ANNEX III: FORM OF BANK GUARANTEE FOR REQUESTS FOR PROPOSALS

Buenos Aires, \_\_\_\_\_

Buenos Aires, (date)

To YPF

Dear Sirs,

At the request of the company XX (in the case of a de facto business association, partners must also be included), hereafter "the BIDDER", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_ 1, hereinafter "the GUARANTOR", agrees to stand as strict surety and main obligor, together with YPF SOCIEDAD ANÓNIMA (hereafter, the "BENEFICIARY") and primarily and jointly liable therewith in accordance with the terms of Article 2005 et seq. and related provisions of the National Civil and Commercial Code, and Article 478 et seq. and related provisions of the Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the BIDDER, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, according to the terms of Articles 2015, 2025 and related provisions of the National Civil and Commercial Code, and Article 482 and related provisions of the Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably: (i) the proper performance by the BIDDER of each and all of its the obligations assumed as such pursuant to the bid submitted on \_\_\_\_\_ under Public Tender / Bid No. \_\_\_\_\_ the purpose of which is \_\_\_\_\_ (hereinafter, the Tender); (ii) that in case the BIDDER is the successful awardee, the BIDDER shall, within the period provided for in the Tender, subscribe the relevant contract and at the same time deliver to the BENEFICIARY the bid bond provided for in the Tender.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the BIDDER or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the BIDDER not being required and no excuse whatsoever being admissible, including the objection of the BIDDER to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the BIDDER, including if a reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the BIDDER gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of \_\_\_\_\_, province of \_\_\_\_\_

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfillment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available.

1.- Enter Full Name of Guarantor Bank.

2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.4 ANNEX IV. PAYMENTS VIA BANK TRANSFER

#### 1. Payments in Argentina

Banks account details are necessary for purchase orders payable within Argentina.

The account must be created with the supplier's tax identification code (CUIT), the details to be specified shall include:

- Supplier number, address, telephone number and e-mail.
- Bank (name and number at BCRA – Central Bank of the Argentine Republic)
- Branch (name and number)
- Type of account: Current account - Savings account - etc.
- Account Number (complete)
- Order (complete, name of account holder)
- Tax or employment identification code (CUIT or CUIL) - 11 digits
- CBU (Universal Banking Code - 22 digits)

#### 2. Payments abroad

For purchase orders payable abroad via transfer to a foreign bank account, the details to specify shall include:

- If the supplier's bank is located in the USA and operates within the Federal Reserve:
  - Name of bank account
  - Account number
  - Beneficiary Bank and address
  - FED; SWIFT of the Beneficiary Bank.
- If the supplier's bank is outside the USA:
  - Name of bank account
  - Account Number
  - Beneficiary bank account number: SWIFT (include branch number and specify IBAN for all transfers)
  - Correspondent bank in USA: FED; SWIFT number and address

### 3.5 ANNEX V. TERMS OF PAYMENT

a) All purchases and/or contracts subscribed in the local market for which it is agreed that the invoices will be issued in the Argentine currency of legal tender -pesos- shall be paid 30 (thirty)



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

days after the relevant invoice is submitted, and no price adjustments or financial costs shall be recognized.

b) All purchases and/or contracts subscribed in the local market for which it is agreed that invoices will be issued in a foreign currency, shall be paid 30 (thirty) days after the relevant invoice is submitted.

Invoices for these transactions shall specify the exchange rate applied so that the relevant taxes may be paid, which rate shall be equal to the foreign currency rate at closing in the free foreign exchange market - foreign currency sell rate -published by Banco de la Nación Argentina and in effect on the day before the invoice is issued.

1°) The invoice for the relevant purchase or contract shall be paid with the amount in pesos (or other currency of legal tender in Argentina) pursuant to the foreign currency sell exchange rate at closing in the free foreign exchange market- foreign currency sell rate -of Banco de la Nación Argentina on the working day before the invoice is issued.

2°) In the case described in the preceding subsection 1), the Supplier/Contractor shall issue a debit note or a credit note (as appropriate) in pesos, to settle the difference between the exchange rate specified in the invoice being paid and the U.S. dollar exchange rate in the free foreign exchange market- foreign currency sell rate -, published by Banco de la Nación Argentina, at closing on the day before the date when payment for such invoice was made available at the bank specified by YPF. The exchange rate difference shall apply only to the price component of the original invoice. For the aforementioned section 2) to be applicable, the foreign currency exchange rate difference must exceed a minimum 5% and the difference amount in Pesos must be larger than \$100-.

This debit note or credit note must indispensably include the following details:

- Number and amount of the invoice being settled.-
- Exchange rate of the original invoice.-
- Exchange rate applied to issue the debit note or credit note.-
- A legend stating: "This Debit (Credit) Note fully cancels invoice/s Numbered. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx"
- Order/Purchase Order/Contract No. that gave rise to the obligation.-

Debit or credit notes arising from exchange rate differences shall be submitted to the location where the invoice to be settled was initially submitted

c) Any purchases from or contracts with foreign suppliers shall be paid in the agreed currency via Bank Transfer of funds from the YPF Group foreign accounts, or with foreign currency from the Argentine Republic, as appropriate, directly to the supplier's account, within the periods established in the Framework Agreement, Order or Contract, and in accordance with Resolution No. 61/02 of the Ministry of Economy and Circular A 3473/02, as supplemented and/or amended, of the Central Bank of Argentina.

### 3.6. Annex VI: INSURANCE. GENERAL PURCHASING AND CONTRACTING

In all the Insurances referred to in this Annex VI, the Supplier/Contractor shall hire the relevant insurances to protect its assets and/or any assets for which it may be held liable, either for damages caused to YPF, its employees or third parties outside the contractual relationship with YPF.





## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

The Supplier/Contractor shall be responsible for any damage caused in the course of the supply of goods or services to YPF by its employees and/or assets, whether owned by or in its safekeeping, care, custody or control. Also, the Supplier/Contractor shall also be required to answer for any damages caused by any Subcontractors in its charge and by the subcontractors' employees, and to indemnify and hold YPF harmless from and against any claims arising from accidents, fines and consequent expenses, including but not limited to legal fees and costs of suit, and its liability shall not be limited by the insurances and/or by the liability limits stipulated in the order/contract..

The Supplier/Contractor shall carry the insurance detailed in the General and Special Conditions of the Order/Contract, with authorized Companies to the full satisfaction of YPF.

Besides, YPF supports the “**Green Insurance**” initiative regulated by **Superintendencia de Seguros de la Nación (Argentine Insurance Supervisory Bureau)** in which several Insurance Companies which have been analyzed and authorized to operate with our Company are involved. Once the Order/Contract has been awarded, the list of authorized insurance companies will be informed to the Supplier/Contractor.

The scope of the obligations and/or liabilities arising from the absence of sufficient insurance carried or coverage of the required insurance shall not be reduced to the detriment of YPF. Similarly, the amounts of such insurance shall in no event be lower than the mandatory amounts under applicable laws and regulations when applicable.

It is acknowledged that Supplier/Contractor shall bear the costs of the required insurance policies, as well as any other costs, penalties or additional charges associated thereto.

### 3.6.1 GENERAL CLAUSES APPLICABLE TO ALL PURCHASES AND CONTRACTING

**Additional Insured:** All policies required hereunder shall include YPF as “additional Insured”, even though YPF will not lose its condition as Third Party for any damage caused to its property for which Contractor or Subcontractors hired by YPF shall be liable

**Submission of Documentation:** The respective policies or certificates of coverage evidencing that the respective policies are pending processing must be submitted by the Supplier/Contractor prior to the commencement of the works, including an official receipt from the Insurer for the total payment of the corresponding gross premium or, otherwise, for the partial payment on the due date of each installment agreed upon with the insurer.

In those cases where the certificate of coverage has a validity of less than a year, its regularization for each period shall be made before its expiration.

**Suspension of Payment:** Failure to submit the insurance policies when due shall authorize YPF to take any necessary preventive actions until such requirement has been complied with by the Supplier/Contractor.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

**Franchise, Deductible Franchise and/or Under-Insurance:** Any difference that may arise in the payment of compensation for losses, either by reason of an underinsurance or the application of franchises, shall be borne by the Supplier/Contractor. This provision shall be equally applicable to any subcontractors working for the main Supplier/Contractor.

**Extension of obligations to Subcontractors:** The Supplier/Contractor shall require its subcontractors to carry the insurance set forth in the preceding sections, subject to the same requirements imposed on the Supplier/Contractor by YPF.

**Policy Term:** Save as otherwise provided, all policies required above shall be issued for one (1) year, and may be issued for a longer term, the contractor being responsible for their renewal during the effective term of its Contract. If Supplier/Contractor fails to obtain or renew any policy in time, YPF may renew such policies on behalf of the Contractor holding such policies..

**Currency:** Insurance policies shall be taken out in US Dollars, except for mandatory insurance which are denominated in local currency.

**Waiver of Subrogation:** All policies provided by Supplier/Contractor for the performance of the Contract shall include a clause waiving their rights of subrogation against YPF, as well as waiving any other insurers' right to compensation or counterclaim in relation to any kind of liability of the persons covered in such policies.

**Obligations of Contractor in the event of an incident which may give rise to a claim/loss:** The Supplier/Contractor must inform YPF of any incident/loss related to the tasks contemplated in the Order/Contract, promptly and by self-authentic means, and agrees to report such incident/loss to its insurance company within 24 hours after the incident.

Also, the Supplier/Contractor shall provide YPF, at any time, any information that may be required from it.

The Supplier/Contractor shall submit to YPF a copy of the report filed with the respective acknowledgement of receipt, and provide all the information that may be required in relation to the incident.

In addition to the above conditions, the insurance policies shall include the following clauses:

- Clause of Non-Amendment of Policy.
- Clause of Non action for recovery against YPF and/or its employees and/or officials and or representatives and/or controlled or related companies and/or its insurers.
- Clause of Notice of non-payment of policy.

### **3.6.2 COMPULSORY INSURANCES FOR EVERY CONTRACTING, NOTWITHSTANDING THE ADDITION OF THOSE RELATED TO: "GENERAL CONTRACTING", "TURNKEY", "WELL SERVICES" AND "TRANSPORT"**



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

**Occupational Risk Insurance:** The Supplier/Contract shall comply with the provisions of Act No. 24,557 (Occupational Risks Act), as amended in the future, and also with the provisions of Decree 84/96, as well as applicable legislation related to work safety and health, and shall hold YPF harmless at all times by means of a waiver-of-subrogation clause in its Occupational Risk Insurance contracts, in the following terms:

“... The Occupational Risk Insurance expressly waives its right to bring any action for recovery against YPF and/or its subsidiaries and/or related companies and/or shareholders and/or officials and/or employees and/or workers and/or contractors and/or subcontractors, whether on grounds of Article 39.5 of Act No. 24,557 or any other legal regulation, in relation to payments in kind or in cash that it may be required to grant or pay to current or former employees of ..... (contractor company)..., under the coverage of this policy for industrial accidents or occupational illnesses suffered or contracted at or on occasion of their work or on the journey between the worker's home and place of work”.

The Occupational Risk Insurance Company agrees to give YPF self-authentic notice of any noncompliance with the policy by the insured party and, especially, about its failure to make payment when due, whether partially or totally, within 10 days after such occurrence.

The Supplier/Contractor shall require that its subcontractors comply with Act No. 24,557, and shall assume liability as to the company for the payment of the corresponding contributions by its subcontractors. The Supplier/Contractor shall require that any Occupational Risk Insurance policies held by its subcontractors contain a provision identical to that transcribed above by which their respective Occupational Risk Insurers waive any right to bring claims against YPF and/or its officers, employees, workers and contractors.

When works are performed by foreign personnel, the Supplier/Contractor shall submit sufficient insurance coverage as to be in compliance with the laws of the country of origin of such employees.

**Personal Accident Insurance:** When the employees assigned to the performance of a contract must not be included under Occupational Risks coverage, a Personal Accidents Insurance shall be required, subject to terms including at least:

Accidental death up to the amount of AR\$ 1,000,000 (one million Argentine pesos); total or partial disability up to the amount of AR\$ 1,000,000 (one million Argentine pesos); medical and/or pharmaceutical expenses for up to AR\$ 100,000 (one hundred thousand Argentine pesos); and YPF shall be include as beneficiary under such insurance, at the request of the main contractor.

**Compulsory Collective Life Insurance,** under Decree 1567/74. The Supplier/Contractor shall submit policies evidencing compliance with the provisions on Compulsory Life Insurance as prescribed by Decree 1567/74.

**Life Insurance “Labor Union Agreement”:** When the collective labor union agreement that governs the union establishes an additional life insurance to the one mentioned in the previous point, the policies and/or certificates proving compliance with such request shall be submitted.

**Automobile Liability Insurance:** The Supplier/Contractor shall submit automobile insurance policies providing coverage of civil liability for damages to the property of third parties and



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

injuries and/or death, and when the service so requires, the additional insurance for passengers transported and not transported, according to the Resolution of the SSN No. 766/2021 (\*).

The limits of compensation shall be AR\$ 23,000,000 (twenty-three million Argentine pesos) for cars, vans, trailers, motorcycles, motor-bicycles, caravans, rental cars without a driver, and AR\$ 50,000,000 (fifty million Argentine pesos) for taxis, rental cars, rural machinery, trucks, trailers, emergency services, security forces, M1 vehicles for transportation of passengers.

In the case of M2 passenger transport vehicles (vehicle for the transport of passengers with more than EIGHT (8) seats excluding the driver's seat, and that do not exceed the maximum weight of FIVE THOUSAND KILOGRAMS (5,000 kg.) and M3 (vehicles for the transport of passengers with more than EIGHT seats(8) excluding the driver's seat, and with a weight of over FIVE THOUSAND KILOGRAMS(5,000 kg.), the limit of compensation shall be AR\$ 75,000,000 (seventy-five million Argentine pesos).

In addition to the applicable clauses, provided it is appropriate and does not create a limitation on liability, policies shall include the following clauses:

- CARC 16.01 Coverage for Fuels Transportation: the total limit of indemnity is requested for the corresponding type of vehicle according to the last update determined by the SSN.
- CARC 03.01: notoriously highly flammable, explosive and/or corrosive cargo: the total indemnity limit is requested for the corresponding type of vehicle according to the last update determined by the SSN.
- CA-CO 13.1 Waiver of Subrogation: It is noted that in the case of paying compensation for claims incurred, covered by the coverage of this policy, this Insurer renounces to exercise its subrogation rights against YPF.
- CA-CO 13.2 Additionally insured when service is rendered: It is understood and agreed that the natural and/or legal persons indicated on the Insurance Declaration Page shall be considered insured, for the term indicated therein, provided that the loss occurs as a result and on the occasion of the rendering of a service by the person insured in favor of YPF.

Similarly, and when appropriate, according to the type of benefit hired, the Supplier/Contractor should be requested the inclusion of the following clauses of coverage:

- CA-RC 11.1 Coverage for Environmental Damage. The compensation limit may not be below AR\$ 5,000,000 (five million Argentine pesos) for these cases.
- CA-RC 12.2 Costs of remediation. The compensation limit may not be below AR\$ 5,000,000 (five million Argentine pesos) for these cases.
- CA-RC 5.1 Limitation of liability coverage towards transported and non-transported third parties of motor vehicles entering airfields to airports: to state in the policy wording that it is granted up to the total limit of indemnity established by the last resolution issued by the SSN for each type of vehicle.
- CA-RC 5.2 Limitation of liability coverage to transported and non-transported third parties of motor vehicles entering oil fields: to state in the policy wording that it is granted up to the total indemnity limit established by the last resolution issued by the SSN established for each type of vehicle.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

(\* ) Or the amount corresponding to the last update determined by the SSN.

**Insurance for Contracts including Operations with Unmanned Aerial Vehicles (UAVs):** In compliance with Resolution No. 527/2015 issued by ADMINISTRACIÓN NACIONAL DE AVIACIÓN CIVIL (ANAC) the Liability Insurance covering UAVs is included in this Annex.

**Liability Insurance:** All owners and/or operators of remotely piloted aerial vehicles or systems of remotely piloted aerial vehicles are obliged to take out a Liability Insurance to cover third party damages resulting from their operation.

UAV air traffic shall not be allowed unless there is documentary evidence that those damages are covered.

The Supplier/Contractor shall take out a liability insurance covering all damages that the Supplier/Contractor or its subcontractors may cause to third parties and/or third parties' property, as well as those it might cause to YPF (or the respective Group's Company) and/or its staff and/or their property in connection with the activities and/or the specific purpose of this contract.

The Liability Limit shall not be lower than one required for aircrafts in section 160 of the Aeronautical Code. The exchange rate to be used to convert the "Argentine Gold Coin" to Argentine Pesos shall be the one quoted by Banco de la Nación Argentina for the last quarter prior to the commencement of the contract.

The policy shall cover third parties' bodily injuries and/or property damages caused by any occurrence arising from the use of an UAV during and as part of the activities in which it is used. The policy shall also cover all claims against any contractor, subcontractor, employee or voluntary worker when acting in the name of the Insured and/or in the name of any person for which the Contractor and/or the Supplier are indirectly responsible.

The Supplier/Contractor shall procure to take out the insurance policies required to protect its own UAVs and/or those for which it may be held responsible, either for the damages caused to YPF, its employees and or third parties not subject to a contractual relationship with YPF during the flights performed by Unmanned Aerial Vehicles (UAV).

For any activity performed on its own behalf or on behalf of third parties, whether remunerated or not, involving the use of a UAV (including, but not limited to drones) within YPF's scope, which shall include the installations of YPF's Operating Centers, oil concession areas under YPF's operational responsibility, other associations under YPF's operational and/or safety management responsibility, and other locations where employees or contractors are performing tasks assigned and supervised by YPF, the CONTRACTOR shall obtain the express prior written authorization of YPF's AERONAUTICAL DEPARTMENT.

Likewise, the OPERATOR/CONTRACTOR shall be responsible for the performance of the activity concerned in compliance with the rules and regulations in force, and even if YPF shall have authorized such activity, the OPERATOR/CONTRACTOR shall indemnify and hold YPF harmless in such respect.

**Other Insurance:** YPF may require that additional insurance be carried when the nature of the services rendered so require. Such insurance shall be specified in the Special Conditions.



### 3.6.3 GENERAL CONTRACTING

The insurance of general purchases and contracting, in addition to the general requirements of point 3.6.1 and 3.6.2, shall include the following:

**Civil Liability Insurance:** The Supplier/Contractor shall hire a civil liability insurance covering every damage that the Supplier/ Contractor or its subcontractors may cause to third persons and/or third parties' property, environmental damage to the environment, contamination and/or sudden and accidental pollution, as well as those it may cause to YPF and/or its staff and/or its things with regard to the activities and/or specific object of the corresponding agreement. The minimum required amount insured and of exclusive use of YPF shall be USD 2,000,000 (two million U.S. dollars) per event, and with a franchise not greater than USD 5,000 (five thousand U.S. dollars) per event. The insurance policy shall indicate that it covers the cross, contractual and subsidiary liability of contractors and subcontractors, the liability for property and/or personal damage caused to third parties, as well as the liability for property damage, bodily injury and its consequences suffered by employees of the Supplier/Contractor, or any person connected to the Supplier/Contractor through any employment or training relationship, all from the start date of the Works and until the expiration of the Guarantee Period, and they shall not represent a mandatory coverage requirement.

**All Risks Insurance of Construction and Assembly operations:** The Supplier/Contractor shall agree with YPF and prior to the start of the work under the contract, which of the parties shall be responsible for hiring the insurance of any Risk of construction and/or assembly, which shall provide coverage for the total value of the project including the start-up period, operation tests and maintenance period, providing coverage, in addition, for all the participants during the course of the works.

**Contractor's Equipment Insurance:** The Supplier/Contractor shall submit a Contractor's Equipment All Risks insurance policy to YPF, including a clause waiving its rights of subrogation against YPF in the event of damage or loss sustained by the contractors. The aforementioned insurance shall also cover civil liability arising from the operation of the equipment, and if the equipment circulated in the public road, the automobile liability insurance indicated in 3.6.2 shall be included.

**Aircraft Hull Insurance and Civil Liability Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or Subcontractors by virtue of the Order/Contract includes the use of aircrafts, including helicopters, the Supplier/Contractor shall obtain civil liability insurance policies covering passengers, damage to property and the cargo, with a sole combined limit, per event, of US\$ 100,000,000 (a hundred million US dollars). YPF, its employees and agents shall be deemed third parties for the purposes of these policies, and YPF shall be designated as an additional insured party, with the inclusion of non-repetition/recover of debt clause in favor of YPF. The Supplier/Contractor shall subscribe an all-risks aircraft-hull insurance policy, which shall have the value thereof as the minimum limit and shall include a non-repetition/recover of debt clause in favor of YPF in the event of damage or loss of the hull.

**Vessel Hull Insurance and Protection and Indemnity (P&I) Coverage:** In the event that the activity to be completed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with marine vessels, Protection and Indemnity cover is required to the liability limit of US\$ 2,000,000,000 (two billion US dollars) for all risks, except for pollution and contamination, the limit of which shall be US\$ 1,000,000,000 (one billion US dollars).



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

With regard to the hull, the Supplier/Contractor shall include a non-repetition of debt clause in favor of YPF in the event of damage or loss of the hull.

### 3.6.4 TURNKEY CONTRACT INSURANCE

Turnkey Contract Insurance, in addition to the general requirements in Sections 3.6.1 and 3.6.2, shall include the following:

**Contractor's Goods and Equipment Insurance:** The Supplier/Contractor shall submit to YPF an All Risks Insurance for Contractor's Goods and Equipment, including a clause waiving its rights of subrogation against YPF in the event of damage or loss.

**Transportation Insurance:** The Supplier/Contractor shall submit a transportation insurance policy covering the loss or damages sustained by goods and equipment that will become a part of the work/mounting that is the subject matter of the Order/Contract while in transit.

**Civil Liability Insurance for Land Operations:** The coverage for civil liability shall be at the Supplier/Contractor's expense and include coverage, subject to a limit of not less than US\$ 5,000,000 (five million US dollars), or as set forth in the Special Conditions of the Order/Contract, any and all liability arising from losses resulting from or related to the tasks included in the Order/Contract, including sudden and accidental pollution and contamination. The policy must provide that coverage of cross, contractual and subsidiary liability of contractors and subcontractors, liability for property and/or personal damage caused to third parties, and liability for property damage, bodily injury and any consequences thereof sustained by employees of the Supplier/Contractor, or any person related thereto under an employment or educational relationship shall be included, in all cases as from the start date of the Works to the expiration of the Warranty Period, without being the abovementioned a mandatory coverage requirement.

**All Risks Insurance of Construction and Mounting in land operations:** The coverage for Risks of Construction and Mounting shall be at the Supplier/Contractor's expense and include the start-up period, workability tests and maintenance period, with a compensation limit equivalent to the value of the Contract.

#### The policies of

- Automobile Liability Insurance
- Transportation Insurance
- Liability Insurance for Land Operations
- All Risks Insurance of Construction and Mounting in land operations

shall include YPF as an additional co-insured party, transferring to it all compensation benefits.

### 3.6.5 WELL SERVICING INSURANCE

Well Servicing Insurance shall, in addition to the general requirements of Sections 3.6.1 and 3.6.2., include the following:

**Contractor's Equipment and Goods Insurance:** The Supplier/Contractor shall submit a Contractors Equipment and Goods All Risks insurance policy to YPF, including a clause waiving its rights of subrogation against YPF in the event of any damages or loss.

**Civil Liability Insurance:** The coverage for civil liability shall be at the Supplier/Contractor's expense and include coverage, subject to a limit of not less than US\$ 5,000,000 (five million US dollars), or as set forth in the Special Conditions of the Order/Contract, any and all liability arising from losses resulting from or related to the tasks included in the Order/Contract, including sudden and accidental pollution and contamination. The policy must indicate that coverage of



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

cross, contractual and subsidiary liability of contractors and subcontractors, liability for property damage, bodily injury and any consequences thereof sustained by employees of the Supplier/Contractor, or any person connected thereto under any employment or educational relationship shall be included, in all cases from the start date of the Works to the expiration of the Warranty Period.

**Aircraft Hull Insurance and Civil Liability Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with aircraft, including helicopters, the Supplier/Contractor shall carry civil liability insurance, Civil Liability Insurance covering passengers and Civil Liability Insurance covering, damage to property and cargo, subject to a single combined limit per occurrence, of US\$ 100,000,000 (a hundred million US dollars). YPF, its employees and/or agents shall be considered third parties for the purposes of this policy, and YPF shall be designated as an additional insured party, with the inclusion of a clause waiving any actions for recovery against YPF.

The Supplier/Contractor shall subscribe an all-risks aircraft-hull insurance policy, which shall have the value thereof as the minimum limit and shall include a clause waiving actions for recovery against YPF in the event of damage or loss of the hull.

**Vessel Hull Insurance and Protection and Indemnity (P&I) Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with marine vessels, Protection and Indemnity cover is required to the liability limit of US\$ 2,000,000,000 (two billion US dollars) for all risks, except for pollution and contamination, the limit of which shall be US\$ 1,000,000,000 (one billion US dollars).

With regard to the hull, the Supplier/Contractor shall include in its own policy a clause waiving actions for recovery against YPF in the event of damage or loss of the hull.

### 3.6.6 YPF PRODUCTS TRANSPORTATION INSURANCE

The products transportation services insurance shall, in addition to the general requirements of Sections 3.6.1 and 3.6.2, include the following:

**Civil Liability Insurance:** The Supplier/Contractor shall hold an Operations Civil Liability insurance policy to cover loading and unloading operations, sudden, unexpected and/or accidental contamination and/or pollution up to a limit of US\$ 2,000,000 (two million US dollars) per event, including YPF as an additional insured party for the tasks related to the contract.

**Cargo Insurance:** It shall be the principal's responsibility.

## 3.7 ANNEX VII. CONTROL OF CONTRACTORS. SUBMISSION OF DOCUMENTATION

Any contractors operating with YPF shall be monitored to ensure their compliance with their labor and social security obligations. Such monitoring shall include vehicles and equipment.

Monitoring shall be exercised according to the classification applied to each contract.

### 1 General considerations





## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

a. Together with the first submittal of documentation, the Contractor shall designate and inform YPF of the person/s authorized to manage and represent the Supplier/Contractor, according to the Contractor Record and Monitoring Guidelines for Hired Personnel, which can be accessed through YPF's web page or by request upon receipt of the Order/Contract.

b. YPF shall agree that the Contractor submit a true copy of any documentation required, in perfectly legible form, signed and sealed by a representative of the Contractor authorized for this purpose, bearing the words "THIS IS A TRUE COPY OF ITS ORIGINAL DOCUMENT". However, the Contractor shall exhibit the original documents whenever so required, within the periods determined by applicable law.

c. The contracting of self-employed personnel by the Contractor shall be accepted solely in the case of self-employed professionals that provide services on a temporary and non-continuous basis.

No regular or continuous business/employment relationship shall be accepted nor should, any financial, hierarchical or technical dependence which could be indicative of the existence of a concealed employee status exist between self-employed personnel and the Contractor.

d. In cases where the control process is supported by an IT tool, it is the Contractor's obligation to comply with all requirements thereof by meeting the deadlines stipulated in the Contractor Record and Monitoring Guidelines for Hired Personnel.

e. Should the Contractor be registered in any payment plan in relation to its employment and/or social-security obligations, such plan must be terminated concluded prior to the termination of the existing contractual relationship, unless with the express authorization of a YPF Director. Likewise, no application shall be filed for a new payment plan if the Contractor is already registered in a previous one.

f. In those cases in which the Contractor subcontracts third parties to perform works or provide services that were not included in the awarded technical offer, within and/or outside YPF's facilities, the Contractor shall previously inform in writing to the controlling study that such subcontracting was approved by the Inspector of the Contract. In the event the subcontracting as the main object of the Contract the Inspector shall inform YPF's Procurement Department about such situation.

According to the Contractor Record and Monitoring Guidelines for Hired Personnel stated in Annex XI "Communication of Subcontractors", the Contractor shall inform the first and last names of the natural person or the name of the legal person that shall act as Subcontractor. If these details are not provided, admission documents shall be rejected.

g. If there is more than one Order/Contract, the requested documents must be submitted for each of them, unless the resources are exactly the same. In the latter case, a single copy of the documentation with different cover sheets must be submitted for each of the Orders/Contracts.

h. If any observations are made regarding the documentation submitted, the Contractor shall submit, in a single delivery, any complementary documents as required in answer to such observations, duly identified by contract and period. Only one filing shall be allowed in addition to the monthly filing.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

If after the supplementary submittal any requirements remain unfulfilled, this may be remedied in the next monthly submittal.

### 2. Obligations of the Contractor

#### a) Registration, Allocation, Update and Discharge

The Contractor shall register its employees, vehicles and equipment, allocate the vehicles and equipment to the contract, and generate the request for allocation of the appropriate personnel, which shall be approved or rejected by the Contract Inspector, the Head of RyCPC, and the Head of HR.

Additionally, the Contractor must keep such information updated and inform all discharges/deallocations that may occur.

#### b) Documentation

Once the approval of the request for allocation has been obtained, the documentation required by the Contractor Record and Monitoring Guidelines for Hired Personnel shall be submitted not less than 72 business hours prior to the stipulated date of entry. Insurance must be kept up to date and documentation must be submitted in a timely manner according to the formal requirements established by YPF.

#### c) Communication

All communications between the Contractor and YPF shall be formally made through the Service Order and Company Request books at YPF's sole discretion on carbonless copy paper or electronically through an application provided by YPF.

### 3. Audit controls

Documents shall be controlled in accordance with the provisions of the Record and Control of Hired Personnel Monitoring Guidelines, in four stages:

#### a) Prior to the commencement of the Contract

The Contractor shall declare: its own and its subcontractors' personnel, vehicles and equipment to provide the service which is the subject matter of the Order/Contract.

#### b) Upon commencement of the execution of the Order/Contract

At the time of entry into the facilities of YPF, the Contractor must submit to the Contract Inspector any supporting documentation required for the issuance of the respective access cards.

#### c) During the execution of the Contract

The Contractor shall present a list of the resources applied for each Order/Contract pursuant to the monthly check list, together with all other required documents.

#### d) Upon completion of the activities



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

Contractors shall inform their own and their subcontractors' employees that cease to be available to perform services under the Order/Contract at the time of such cessation, and specify the reason for their deallocation.

#### 4. Penalties for breach of contract

- Failure to submit critical documentation then required: The Contractor shall be authorized to continue performing the works and be demanded, by means of a Service Order, to cure such failure within a specified period and under warning of interruption of the works under the Contractor's liability. If such failure is not cured within the period stipulated in the service order, works shall be interrupted.
- Failure to submit evidence of Insurance: In this case, the employees whose documentation has not been presented shall not be allowed access, and the Contractor shall be demanded by a Service Order to cure such failure within a specified period under warning that said personnel shall be denied admittance until such failure is cured
- Failure to submit a Sworn Statement of Regular Psychological and Physical Examination. In such an event, any employees whose documents have not been presented shall be denied access.

Also, pursuant to the provisions of YPF procedures, in case of a failure to submit the required documentation as specified by YPF and/or the group companies, an amount shall be withheld retention on the billing for the relevant period.

If such failure continues in successive periods, a second withholding shall be applied, after which, if the failure is not remedied, YPF and/or the group companies may withhold increasingly larger amounts and even terminate the Contract under the sole liability of the Contractor.

The entire withheld amount shall be reimbursed once the contractor has submitted all the missing documentation that gave rise to such withholdings and received approval from the corresponding Controlling Study on the specified audit dates.



### 3.8 ANNEX VIII. ANTI-CORRUPTION POLICY FOR BUSINESS PARTNERS

#### **Purpose**

The purpose of this Policy is to define, establish and communicate the anti-corruption guidelines of YPF S.A., for all its business partners to be aware of the anti-corruption rules and undertake business activities and agreements with YPF based on integrity.

#### **Scope of application**

YPF – Argentina (including controlled companies).

This policy is applicable to all our business partners, including but not limited to, contractors, subcontractors, providers, consultants, and their respective members who carry out activities and/or have a relationship with our Company, whether directly or indirectly, on our behalf or to our benefit.

#### **Main considerations**

In YPF, we focus our energy on always doing the right thing. We do not consent, under any circumstances, to the offer, delivery or receipt of bribes, favor or any other form of corruption. We undertake our activities and business agreements with integrity and responsibility in complying with all applicable anti-corruption rules. This is embedded in our values and rooted in our Code of Ethics and Conduct. Doing the right thing not only marks the difference, it is the only way of acting in YPF. This policy is the cornerstone of the Anti-Bribery Management System (ABMS). Compliance with this policy and its applicable requirements is essential for the implementation of the ABMS in YPF.

This policy promotes the Company's integrity and reputation, in the understanding that it is the result of the behavior of all of us in YPF or those who act with us or on our behalf. All our business partners with whom we are involved are expected to understand the standards of ethical conduct laid down in this policy, our Code of Ethics and Conduct and to comply with all applicable anti-corruption laws. To such effect, YPF has developed the Third-Party Contracting Program.

#### **Corruption and Bribery**

Corruption can take on many forms and implies acting dishonestly or improperly in exchange for an influence, advantage, benefit or something of value. Considering the interaction of certain factors, such as opportunity, risk and benefit or gain, which might generate an event of corruption, we understand it is essential to have an effective anti-corruption policy in place allowing us to identify our company risks, promote our ethical values, provide transparency in our activities and business agreements and prevent the breach of the respective applicable regulations.

Bribery is the promise, offer, delivery and/or receipt of something of value and/or benefit to influence a decision or act with the purpose of receiving an undue advantage.

The following are some examples of acts of corruption:

- Granting an undue benefit to YPF employees by a business partner in exchange for an advance payment to speed up a service certification.
- Granting an undue benefit to YPF employees by a business partner in order to avoid compliance with YPF internal procedures.
- Granting an undue benefit by a business partner, acting on behalf of YPF, to a Public Official in exchange for the approval/speeding up of the proceedings required to perform the service to be rendered to YPF.

#### **Public Officials**

A public official is a public-office holder, whether elected or designated, who serves in the Executive, Legislative or Judicial Branches of the Nation, the Provinces, the City of Buenos Aires



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or any Municipality. The term “public official” refers to any person who acts in an official government capacity. It also refers to any person who performs any public function, either as employee of a government or public organization, or who provides a public service.

Examples include Presidents, Vice Presidents, Cabinet Chiefs, Ministers, Secretaries, Undersecretaries, government employees, employees of public and private entities, such as universities and hospitals, judges, senators, deputies.

### **Asset or something of value**

The term “asset or something of value” refers to money in cash, cash equivalents, gifts, presents, courtesies, meals, recreation, entertainment, travel, employment, contracts, services in kind or any other form, thing or service having a significant economic value.

### **Compliance Area**

YPF has a Compliance area with its own budget, independent from other areas of the Company, which is responsible for raising awareness on ethics and compliance across the organization.

This area is headed by the Chief Compliance Officer, who has the primary responsibility of ensuring compliance with the Company’s Code of Ethics and Conduct, as well as other related regulations in force.

### **Contents**

YPF has Zero Tolerance for Corruption in any of its forms in relation to any situation or act in which its business partners are directly or indirectly involved.

YPF specifically forbids promising, offering, delivering and/or accepting, whether directly or indirectly, money and/or anything of value and/or benefit from public officials, individuals and private legal entities, which directly or indirectly represent any person who serves a private or public entity, political party and/or candidate for public office, with the purpose of unlawfully obtaining or maintaining businesses or other undue advantages and/or abuse of their real or apparent influence.

All YPF employees and those of its business partners have the responsibility and obligation to comply with the highest anti-corruption standards and the different laws and regulations on the matter. Besides, we are bound to reject and report any act of corruption.

### Facilitation payments

At YPF, facilitation payments made to public officials or any administrative action undertaken to ensure, advance or accelerate a particular routine public procedure or action, regardless of the amount involved, are strictly forbidden. This rule is also applicable to all our business partners carrying out activities with our Company, whether directly or on behalf of YPF.

### Gifts, presents and hospitalities

For the receipt or delivery of gifts, our business partners shall follow the guidelines laid down in YPF’s Code of Ethics and Conduct.

YPF forbids its business partners to provide money in cash or any other thing of value to individuals for the purpose of obtaining or retaining businesses or obtaining an improper advantage, to YPF’s direct or indirect benefit, as established in YPF’s Code of Ethics and Conduct.

Business partners are not allowed to give gifts to Public Officials on behalf of YPF or to its benefit, or within the framework of an activity performed jointly with our Company, unless they are courtesy gifts, marketing and/or institutional advertising products. These exceptions shall not apply where YPF has any of the following relationships with the body in which the Public Official serves: contractor, concessionaire or provider; if YPF seeks a decision to be made by such body;



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if YPF carries on activities regulated or controlled by such body; if YPF has interests that might be affected by a decision made by such body.

### **Duty to report with no retaliation**

Any employee of YPF or any of its business partners who is aware of and/or experiences an act of breach of this policy and other related regulations and/or who considers he/she is being induced to accept, offer or pay a bribe and/or any other form of corrupt act, is obliged to report such situation immediately through the Company's ethics reporting channels.

YPF guarantees security, confidentiality, the choice to remain anonymous and no retaliation in the development of the employment and/or contractual relationship to anyone using the Ethics Hotline in good faith.

Available reporting channels or means

Business partners may file reports through the Ethics Hotline and the reporting channels available on YPF's web page, Compliance section; or at the following link:

<https://www.ypf.com/LaCompania/compliance/Paginas/Compliance-integridad-y-etica.aspx>.

### **Commitment and continuous improvement**

The Compliance area will provide specialized communication and training courses to business partners. It will also work on the continuous monitoring and review of this policy and the Anti-Bribery Management System vis-à-vis regulatory changes and internal risk assessment updates and other updates deemed applicable.

### **Compliance with the Anti-Corruption Policy for our Business Partners, anti-corruption expectations and ethical and integrity standards.**

YPF's business partners are bound to comply with the Company's anti-corruption expectations and its ethical and integrity standards.

All business relationships, contracts and/or agreements between YPF and a business partner should contemplate the commitment to Zero Tolerance for Corruption and the anti-corruption guarantees.

Business partners should be aware of and familiar with the principles of respect for human rights under national and international regulatory frameworks, and should make their best efforts to provide a respectful work environment, free from all forms of harassment and discrimination, promoting diversity and gender equity and ensuring that everyone in the organization receives the same opportunities to achieve their highest professional potential.

Business partners should encourage a culture of ethics and respect for human rights across their organization.

Besides, business partners should declare they are aware of and accept this policy, the Company's anti-corruption expectations, all applicable regulations, YPF's Code of Ethics and Conduct and its related policies.

### **Measures applicable to non-compliance**

The Company may apply disciplinary sanctions in case of breach of this policy. Business partners involved in any breach may be subject to the termination of the business relationship and/or other pertinent actions.

### **Anti-Corruption expectations**

By accepting this document, the business partner declares that it is aware of and accepts YPF's Code of Ethics and Conduct and its related policies, which are available on YPF's web page. It



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also declares it will make them known to all its employees, especially to those engaged in rendering services with YPF pursuant to the contract or business relationships between us.

YPF expects its business partner to comply with and enforce the ethical values laid down in YPF's Code of Ethics and Conduct, which includes ZERO TOLERANCE FOR CORRUPTION. YPF expects and encourages everyone to respect and collaborate in this commitment to continue building transparent relationships in compliance with the best ethical business practices meeting our expectations.

Failure to meet these expectations may result in the termination of the contract or business relationship.

### **Anti-Corruption and integrity commitment**

Any third party willing to become a business partner of YPF should sign the Anti-Corruption and Integrity Commitment Statement made parte hereof as Annex I.

#### Anti-Corruption and Integrity Commitment Statement

\_\_\_\_\_ states it accepts this policy and its expectations as a proof of its commitment to comply with all anti-corruption laws and integrity standards promoted by YPF. This commitment is in addition to any other commitment undertaken under the agreements executed between the undersigned and YPF, and supplements, but does not replace, the terms of such agreements.

\_\_\_\_\_ warrants that, in the performance of any other work for YPF, its affiliates, employees, representatives, directors, advisors and/or any other third party acting on its behalf:

A) It complies and will comply with all Anti-Corruption Laws enacted in the country where the Company carries on its business and activities, including, but not limited to, the Foreign Corrupt Practices Act of the United States (FCPA), Argentine Law No. 27,401 and the legislation enacted in accordance with the Organization for Economic Co-Operation and Development to Combat Bribery and Corruption of Public Officials in International Business Transactions and any legislation applicable thereto.

B) It has not paid, offered or promised to pay, directly or indirectly, or has not authorized the payment, or solicited or accepted the payment; and will not pay, offer or promise to pay, directly or indirectly, or authorize the payment, or solicit or accept the payment, of any bribe and/or sum of money or anything of value for or on behalf of any person, including, without limitation, any public official or government employee or any political party or candidate for public office ("Public Official") of any State and/or jurisdiction, or any other person with the purpose of influencing or inducing any act or decision by such person; or to ensure any improper advantage; or to obtain or retain any of its businesses related to YPF.

C) It is committed to respect for human rights, is aware of, and familiar with, and will comply with the national and international regulatory framework in the field of Human Rights and all international corporate governance and Human Rights standards. It shall make its best efforts to both provide a respectful work environment, free from any form of harassment or discrimination, promoting diversity and gender equity, and to ensure that everyone in its organization receives the same opportunities to achieve their highest professional potential.

D) Where acting on behalf of YPF, it shall limit any interaction with public officials to those activities considered necessary for the ordinary development of the relationship (such as permits, authorizations, etc.) For any further activity requiring interaction with public officials within the relationship, it shall require YPF's prior authorization.

E) It will request YPF to perform an audit of its books and records should YPF reasonably believe that it may have breached the provisions under this Policy. To this end, it undertakes to provide YPF access, all the data and information required in relation to the adoption and implementation of the integrity program for actions performed jointly with YPF.



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F) It will immediately inform about any request or demand for the undue payment of money or any other benefit received by it or its employees, agents or advisors, in relation to acts performed with our Company.

G) In the event of any meeting or any other kind of interaction with a public official, it will take the following suggestions into account:

- Participation of at least two members of the Company at meetings with public officials.
- Holding of in-person meetings at public officials' offices, unless they need to be held at the Company's premises (for example, visits to facilities/plants).
- Rotation, if possible, of the person responsible for dealing with the Public Official.
- If the meeting is held during bidding processes, or during the issuance of administrative permits, licenses or authorizations or similar situations, only the interactions provided for in the rules and procedures applicable to the case should be maintained.

H) It will send invoices and certifications including sufficient description of the expenses incurred, the interactions made and services provided.

I) It will not become a government official during the term of the contractual relationship with YPF.

Name of the Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_