

# **PETROBRAS OFFSHORE FACILITIES PROTECTION CONTRACT**

THIS OFFSHORE FACILITIES PROTECTION CONTRACT (the "Agreement") is made and entered into as of March 1, 2024 (the "Effective Date"), by and between:

PETR LEO BRASILEIRO S.A. - PETROBRAS, a Brazilian state-owned corporation, with principal offices at Avenida Rep blica do Chile, 65, Rio de Janeiro, Brazil ("Client" or "Petrobras")

and

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with principal offices at 2100 Pennsylvania Avenue NW, Suite 800, Washington, DC 20037, USA ("Contractor" or "DeepShield")

## **RECITALS**

WHEREAS, Client operates critical offshore oil and gas production facilities in the Brazilian pre-salt region requiring advanced cybersecurity protection;

WHEREAS, Contractor specializes in industrial control system security solutions and critical infrastructure protection; and

WHEREAS, Client desires to engage Contractor to provide comprehensive cybersecurity protection services for its offshore facilities, and Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **1. DEFINITIONS**

1 "Covered Facilities" means Client's offshore oil and gas production platforms P-66, P-67, P-68, and P-69 located in the Santos Basin pre-salt region.

2 "DeepShield Platform" means Contractor's proprietary industrial cybersecurity platform including all associated software, hardware, and monitoring systems.

3 "Services" means the cybersecurity protection services described in Exhibit A.

4 "Security Incident" means any actual or suspected unauthorized access, breach, or cyber attack affecting the Covered Facilities.

## **2. SCOPE OF SERVICES**

1 Implementation Services. Contractor shall:

- (a) Install and configure the DeepShield Platform at all Covered Facilities
- (b) Integrate with existing operational technology (OT) systems
- (c) Establish secure monitoring and communication channels
- (d) Provide initial system hardening and security baseline configuration

2 Ongoing Protection Services. Contractor shall:

- (a) Provide 24/7 security monitoring and threat detection
- (b) Perform real-time analysis of OT network traffic
- (c) Implement automated incident response protocols
- (d) Conduct regular vulnerability assessments
- (e) Deploy security patches and updates as needed

## **3. SERVICE LEVELS AND PERFORMANCE STANDARDS**

1 System Availability. The DeepShield Platform shall maintain 99.99% uptime.

2 Incident Response Times:

- Critical Incidents: 15 minutes
- High Priority: 1 hour
- Medium Priority: 4 hours
- Low Priority: 24 hours

3 Monthly Performance Reports. Contractor shall provide detailed reports including:

- (a) System performance metrics
- (b) Security incidents and resolution details
- (c) Threat intelligence updates
- (d) Compliance status

## **4. FEES AND PAYMENT**

1 Implementation Fee: USD \$2,500,000 payable as follows:

- 40% upon contract execution

- 40% upon system deployment
- 20% upon acceptance testing

2 Annual Protection Fee: USD \$1,800,000 per year, payable quarterly in advance

3 Additional Services: Billed at agreed rates in Exhibit B

## **5. TERM AND TERMINATION**

1 Initial Term: Three (3) years from the Effective Date

2 Renewal: Two (2) additional one-year terms upon mutual agreement

3 Termination for Cause: Either party may terminate for material breach upon 30 days' written notice

## **6. CONFIDENTIALITY AND DATA PROTECTION**

1 Contractor shall:

- (a) Maintain strict confidentiality of Client's operational data
- (b) Comply with Brazilian Data Protection Law (LGPD)
- (c) Implement ISO 27001 certified security controls
- (d) Provide data handling audit reports quarterly

## **7. WARRANTIES AND REPRESENTATIONS**

1 Contractor warrants that:

- (a) Services will be performed in a professional manner
- (b) DeepShield Platform will perform as specified
- (c) No open source software will be used without approval
- (d) All personnel will be properly qualified and vetted

## **8. LIMITATION OF LIABILITY**

1 Maximum Liability: 12 months of fees paid under this Agreement

2 Exclusions: Gross negligence, willful misconduct, breach of confidentiality

## **9. INSURANCE**

1 Contractor shall maintain:

(a) Cyber liability insurance: USD \$10,000,000

(b) Professional liability insurance: USD \$5,000,000

(c) General commercial liability: USD \$5,000,000

## **10. GOVERNING LAW AND JURISDICTION**

1 This Agreement shall be governed by Brazilian law

2 Disputes shall be resolved in the courts of Rio de Janeiro

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PETR LEO BRASILEIRO S.A. - PETROBRAS

**By:** \_

Name: Carlos Alberto Pereira

Title: Chief Information Security Officer

**Date:** \_

DEEPSHIELD SYSTEMS, INC.

**By:** \_

Name: Dr. Marcus Chen

Title: Chief Executive Officer

**Date:** \_

[Exhibits A and B to follow]