

Política de Aplicação e Governança do Compromisso de Indenidade

Aprovada pelo Conselho de Administração em 27 de março de 2024

POLICY FOR THE ENFORCEMENT AND GOVERNANCE OF THE INDEMNITY COMMITMENT

1. MINUTES OF APPROVAL

Document approved by the Board of Directors of Petrobras - Minutes CA 1730, item 4, dated 03/27/2024 - Agenda No. 25/2024.

2. SCOPE

2.1 It applies to Petrobras, the members of the Board of Directors, the Audit Committee, the Executive Board, the statutory and non-statutory committees, employees and agents acting by delegation of the Company's managers.

3. PRINCIPLES

3.1 This Policy establishes the principles that guide Petrobras' governance for the application of article 23 and paragraphs of the Articles of Incorporation, including the Indemnity Commitment signed between the Company and the members of the Board of Directors, the Audit Committee, the Executive Board, the statutory committees, the non-statutory committees and other employees and agents who legally act by delegation of the Company's managers.

3.1.2 The Indemnity Commitment, as a mechanism to ensure market conditions compatible with the function performed, seeks to guarantee the managers and fiscal directors, as well as all those acting by delegation of these ("Beneficiaries"), in relation to the equity effects arising from lawsuits, arbitration, and administrative processes and other restrictions imposed by reason of the exercise of the position or function.

3.1.2.1 The Indemnity Commitment guarantees the payment of any and all amounts, costs or expenses ("Expenses") that may be proven to be claimed by the Beneficiary, due to complaints, inquiries, investigations and administrative, arbitration or judicial processes, in Brazil or in any other jurisdiction, that aim to impute any responsibility for regular management acts practiced exclusively in the exercise of its activities ("Processes"), observing the principles, procedures and conditions foreseen in this Policy.

3.1.3 With respect to employees, the Indemnity Commitment signed by Petrobras is valid and effective as of its signature by the Company. Regarding the administrators, the Indemnity Commitment must be formalized by a private instrument signed between them and the Company.

3.1.4 The Indemnity Commitment is applicable only to cases in which there is no coverage of the insurance policy contracted by the Company (D&O Insurance), according to the Insurer's formal statement, and the Indemnity Commitment is therefore subsidiary to D&O Insurance, except in the case provided for in item 3.1.4.1.

3.1.4.1 In exceptional and urgent situations, when the time of regulation with the Insurance Company may cause damage to the defense, Petrobras may anticipate the necessary expenses, subsequently reimbursing itself from the Insurance Company, under the terms of the policy.

3.1.4.2 The resolution on the anticipation provided for in the previous item will be up to two Executive Managers.

3.1.4.2.1 Petrobras' counsel should preferably participate in this resolution.

3.1.5 The payment of Expenses must consider the reasonableness of the amounts claimed by the Beneficiary, as well as all the information necessary and available at the time to assess the adequacy of the granting of indemnity or advance/payment/reimbursement of Expenses.

3.1.6 The Beneficiary who is claiming the aforementioned amounts are prohibited from participating in meetings or discussions that deal with the approval of the payment of Expenses, in compliance with the provisions of article 156, heading provisions of Law 6.404/76, Business Law.

3.1.7 The Company, at its sole discretion, as assessed of the specific case, may adopt additional governance procedures that reinforce the independence of decisions, such as referral for resolution at a general meeting in situations where: (i) more than half of the managers are beneficiaries direct from the resolution on the approval of the payment of Expenses: (ii) the financial exposure of the company is significant, considering the amounts of the claimed Expenses: (iii) other cases in which the Company's management understands, justifiably, that the subject should be considered by the shareholders.

3.2. INDEMNITY

3.2.1 The Beneficiary will be fully guaranteed and indemnified by the Company for Expenses related to any equity effects that originate from regular management acts, provided that they arise from the exercise of the position, from decisions/technical statements/actions carried out diligently, in accordance with in good faith, aiming at the Company's corporate interest and in compliance with its fiduciary duties, subject to the provisions of item 3.1.5 of this Policy, as well as the following requirements (i) practiced within the period between the beginning of the contractual relationship until its termination, or (ii) practiced by the previous administration, in the event that the Beneficiary has not connived or omitted with it, pursuant to article 158, § 4 of Law 6.404/76; and (iii) the Beneficiary claims compensation during the term of the Commitment.

3.2.2 The option for eventual execution of (i) judicial or extrajudicial agreements, (ii) or adjustment of conduct agreements or commitments; or (iii) any other agreement or transaction involving any governmental, regulatory, legislative, judicial, arbitration or administrative authority, in Brazil or abroad ("Agreement(s)") shall be incumbent upon the Beneficiary. However, for Petrobras to proceed with the payment, the proposed Agreement must be deemed reasonable, within the standards applied in similar cases and must be approved by the competent internal bodies of the Company.

3.3. EXCLUSIONS OF INDEMNITY

3.3.1 The Beneficiary will not be entitled to the indemnity rights provided for in the Commitment relating to Expenses, when, evidently, any of the following events occur: (i) there is insurance policy coverage taken out by the Company, as formally recognized and implemented by the Insurance Company; (ii) there is the practice of acts outside the regular exercise of the Beneficiary's attributions or powers; (iii) there is an act of bad faith, intent, gross negligence/gross error or fraud on the part of the Beneficiary; (iv) there is the practice of an act in its own interest or that of third parties, to the detriment of the Company's corporate interest; (v) there is an obligation to pay indemnities arising from a corporate action provided for in article 159 of Law 6.404/76 or from the reimbursement of losses referred to in article 11, § 5, II of Law No. 6.385/76; (vi) the recovery of amounts erroneously paid to current and former members of the Executive Board compensated by variable remuneration linked to financial results, when rectifying the financial statements, in accordance with the Clawback rules applied by the Securities and Exchange Commission (SEC); (vii) other cases in which a situation of manifest conflict of interest with the Company arises.

3.3.2 The Company will not have any obligation to indemnify the Beneficiary for loss of profits, loss of business opportunity, interruption of professional activity, moral damages or indirect damages that may be alleged by the Beneficiary, and the indemnity or reimbursement is limited to the cases provided for in the Indemnity Commitment.

3.3.3 In the event of a final and unappealable conviction in a criminal prosecution, public interest civil action, action against misconduct in public office, citizen suit filed by a third party, or by shareholders in favor of the Company, or even of an unappealable administrative decision that has not been subject to judicial suspension, the Beneficiary undertakes to reimburse the Company for all amounts spent under this Commitment.

4. GUIDELINES

4.1. Procedures for Payment of Expenses to be Observed by the Beneficiary.

4.1.1 The Beneficiary, whenever he becomes aware, by means of an official letter, summons, notification or notice, or by any other written means, of any Process, must communicate the Company, in writing, within 72 (seventy-two) hours counted from the date of its knowledge, observing a minimum notice period of 120 (one hundred and twenty) days prior to the expiration of the Statute of Limitations, forwarding, whenever possible, any and all documents and information related to this Process.

4.1.2 The Beneficiary may hire an attorney to sponsor its defense, or, after evaluation by the Legal Department, have their interests represented by the Company's attorneys or by a law firm contracted by Petrobras. The hiring of an external law firm by the Beneficiary, if applicable must observe the principles of reasonableness, proportionality and morality, with the fees being compatible with those of the market and with the applicable legislation.

4.1.3 In case of hiring of an external law firm, the Beneficiary must present a budget of attorney's fees indicating the amounts charged by procedural stage, which shall be sent to the Insurance Company, as well as to the competent internal area of the Company for assessment as to the reasonableness of the fee proposal attorneys.

4.1.3.1 In the event that Petrobras deems the fees charged by the attorneys indicated by the Beneficiary to be excessive, the Company shall have the prerogative to reimburse the Beneficiary limited to the amount of fees considered reasonable.

4.1.4 In case of execution of the Agreement, judicial or administrative decision/order, the Beneficiary must communicate the Company, informing as soon as possible of the deadline set for the respective payment, in accordance with the provisions of item 3.3.2 of this Policy.

4.1.5 In the event of payment of Expenses, the Company will make the payment: (i) within the estimated period of up to 90 (ninety) days, counting from the receipt of all documents necessary for the Company's analysis, namely: copy of the notice/notification/service of process, full copy of the file, proof of the position exercised at the time of the facts, proposal of fees, if applicable and any supplementary documents requested; or (ii) within the period established in the Agreement or judicial or administrative decision.

4.1.6 Payment by the Company will be subject to the verification that the amount related to the Expense: (i) is reasonable and within the standards applied in similar cases; (ii) arising from the regular act of management and (iii) is not subject to the prohibition imposed in the Agreement itself, in the decision/judicial or administrative order, in the Indemnity Commitment or arising from the law.

4.1.7 In the event that the Company makes any payment directly to the Beneficiary or third parties, it will be immediately subrogated to any and all compensation to which the Beneficiary is entitled, including any liability insurance policy. Furthermore, the Beneficiary must sign all necessary documents, as well as perform all possible acts to guarantee such rights to the Company, including signing any documents that enable the Company to file an appeal on behalf of the Beneficiary, binding itself and its heirs and successors.

4.1.8 The Beneficiary who has its Expenses borne by the Company must sign a document, assuming the obligation to return the amount paid, if the occurrence of intent or gross negligence/gross error is configured in the Process by a final decision.

4.2. Advance of Expenses

4.2.1 Petrobras will advance the payment of Expenses, based on article 23, §3 and following, of the Articles of Incorporation, through an internal procedure established specifically for this purpose, and the Legal Department is responsible for providing them directly, except in cases that depend on prior analysis by the Integrity Committee, as provided below.

4.2.2. The coverage of Expenses shall always depend on prior approval by the Integrity Committee in the following situations:

(i) judicial and/or administrative proceedings that attribute to the Beneficiary the practice of

intentional action against misconduct in public office (Law No. 8429/92, including civil inquiries);

(ii) criminal prosecutions for intentional crimes (including police inquiries or criminal investigation procedures by the Public Ministry), except those of a tax or environmental nature;

(iii) when there has already been prior internal accountability of the manager, resulting from an investigation conducted by the Company, for the same fact that is the subject of the respective proceeding or inquiry;

(iv) when Petrobras is the plaintiff of the lawsuit, provided that it is not the prohibition contained in article 23, §7º, IV of the Articles of Incorporation;

(v) when the manager already responds to the criminal prosecution, with a complaint offered and received by the Judiciary, as a result of acts of corruption or other offenses against Public Administration related to Petrobras;

(vi) when the Legal Department has expressed its opinion in the decision process and may generate a potential conflict;

(vii) when there is an administrative condemnation decision that has become final due to fraud or gross negligence/gross error, as detailed in item 4.3.1 and following.

4.2.3 The Beneficiary who enters into plea bargains or collaboration agreements with public authorities, confessing to the commission of intentional offenses related to Petrobras shall not be entitled to any of the benefits contained in article 23 of the Articles of Incorporation.

4.2.4 The continuity of payment will be analyzed by the Integrity Committee when the first decision on the merits is unfavorable to the manager.

4.2.5 If the Integrity Committee decides against the payment of Expenses, the manager or their attorney may submit a Request for Reconsideration to the Integrity Committee, which will be reported by another member of the same Integrity Committee.

4.2.6 The non-advancement of Expenses does not bind assessment of any reimbursement at the end of the process.

4.3. From the final analysis on the payment of expenses

4.3.1 In the event of a final and unappealable conviction, the Integrity Committee will be responsible for analyzing the need for reimbursement of the Expenses eventually paid by Petrobras, at which time it must assess whether the manager was found guilty of intent or gross negligence/gross error.

4.3.2 If the Integrity Committee's decision is to characterize one of the cases of exclusion from the benefit provided for in this Policy, the Beneficiary is obliged to refund, plus monetary adjustment, all amounts paid by the Company due to the Indemnity Commitment or amounts paid based on article 23, and §3º, within a period of 90 (ninety) days after receiving notification of said decision.

4.3.2.1 In this case, the manager may request reconsideration by the Integrity Committee. The request will have another member of the Committee as rapporteur.

4.3.3 In cases of a final decision favorable to the manager, it will be up to the Integrity Committee to pronounce on the reimbursement of the Expenses paid by him, when they have not been advanced by Petrobras.

4.4. Decision of the Insurance Company

4.4.1 Upon the Insurance Company's decision confirming the coverage, and there being an advance to the Beneficiary, the appropriate measures must be taken aiming at the reimbursement of advanced Expenses, either to the Beneficiary or to the Insurance Company, in view of the subrogation referred to item 4.1.7 of this Policy.

4.4.2 In case the Insurance Company decides to confirm the coverage, without advance payment to the Beneficiary, the regulation will be followed up with the Insurance Company, observing the procedure applicable to D&O Insurance.

4.4.3 In the event of an allegation by the Insurance Company that defense costs will only be reimbursed after a final decision that does not attribute to the manager intentional conduct or gross negligence/gross error, Petrobras may make the payment based on the Indemnity Commitment, subsequently reimbursing itself from the Insurance Company, in accordance with the Policy.

4.5. General Provisions

4.5.1 It is incumbent upon Petrobras managers to disseminate this Policy and its consequences to the workforce and ensure compliance with it.

4.5.2 The Indemnity Commitment signed or declared by the Company is irrevocable and irreversible, and the obligations assumed therein and when accepted by the Beneficiary also bind their successors in any capacity.

4.5.3 Any change in the Indemnity Commitment signed by the Company will not produce effects in relation to the acts already performed.

5. DEFINITIONS

For the purposes of this document, the following definitions are considered:

Agreement

Agreement or transaction involving any government, regulatory, legislative, judicial, arbitral, or administrative authority, in Brazil or abroad.

Advance

Expenses incurred by Petrobras at any time during the process, while a condemnatory decision to the manager does not supervene.

Anticipation

Payment made by Petrobras, in exceptional and urgent situations, when the time of regulation with the Insurance Company may cause damage to the defense.

Management or Manager

Are the members of the Board of Directors and the Executive Board.

Beneficiary

Are the current and former Managers, members of the Audit Committee, members of statutory and non-statutory committees, as well as employees and agents who legally act as delegated by the Company's managers.

Indemnity Commitment

Indemnity Commitment is the document entered into with the Administrators and Fiscal Councilors or published, as a declaration of the Company's obligation, to the other beneficiaries.

Conflicts of Interests

There is a conflict of interest when someone is not independent in relation to the matter under discussion and can influence or make decisions motivated by interests other than those of the organization. This is a situation that must be examined and dealt with in each specific case, when the confrontation between the Company's interest and the agent's personal interest is verified.

Expenses

Any and all amounts, fines, costs or expenses that may be proven to be claimed by the Beneficiary, due to complaints, inquiries, investigations and administrative, arbitration or judicial proceedings, in Brazil or in any other jurisdiction, which aim to impute any responsibility for regular acts practiced exclusively in the exercise of its activities, excluding lost profits, loss of business opportunity, interruption of professional activity, moral damages, or any indirect damages claimed by the Beneficiary.

Statute of Limitations

Legally established period during which a person can assert a specific claim in court. The statute of limitations in directors' and officers' liability insurance is provided in Article 206, §1, II, a, of the Civil Code, which establishes a one-year period for the Insured's claim against the Insurance Company. The aforementioned period begins with the occurrence of the Loss, is suspended upon notification of the Loss to the Insurance Company and resumes for the remaining period.

Processes

Complaints, inquiries, investigations and administrative, arbitration or judicial proceedings, in Brazil or in any other jurisdiction.



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