



December 8, 2016

[Vendor Name]

[Address]

Re: Request for Proposal for Drilling Services in Mexico

Fieldwood Energy E&P Mexico, S. de R.L. de C.V. (“Fieldwood”) is conducting an international public bidding process under the guidelines of the North American Free Trade Agreement for drilling services for one (1) well with an estimated two hundred (200) day term in Contract Area 4 in Mexico comprising the Ichalkil and Pokoch fields located in the Bay of Campeche at water depths of 100 to 150 feet estimated to commence on or about April 15, 2017. Fieldwood will require a “High Spec-HTHP” Independent Leg Jack-Up drilling unit for the requested drilling services.

All proposals for such drilling services must be submitted by 12:00 P.M. U.S. CST on January 15, 2017 and must remain in place for a period of ninety (90) days following submission. Fieldwood will utilize a reverse auction process requesting additional proposals with more favorable terms **ONLY** in the event that more than one proposal has the same or substantially similar economic and operational terms. Fieldwood will attempt to complete the evaluation of proposals within Thirty (30) days following receipt of all proposals.

Fieldwood requests that any proposal include a detailed description of the following, including a completion of the questionnaire set forth on Exhibit “A” attached hereto:

1. Corporate Structure of the applicable Contractor.
2. Detailed cost and rate proposal, including mobilization, demobilization and move rates.
3. Drilling Unit and applicable equipment specifications. The following drilling unit requirements are the minimum standards for the drilling units to be proposed:
 - a. Built or put into service after 2006;
 - b. Rated drilling depth at 30,000’ feet or greater;
 - c. 3-2200 HP Mud Pumps with 7500 psi working pressure;
 - d. BOP Equipment: 18-3/4” 15,000 psi working pressure (H2S Rated); and
 - e. Top Drive rated at 1,500 kips or greater and 7,500 working pressure.
 - f. Minimum accommodations on drilling unit of 110 personnel.
 - g. Full drilling crew and galley crew
 - h. Drill pipe, HWDP, DC and all necessary handling tools as specified in Exhibit “A”
4. Availability and location of drilling unit and personnel.
5. Summary of Health, Safety and Environmental Performance over the last five years.
6. Health, Safety and Environmental Policies and Procedures.
7. Emergency Response Plan.

8. Oil Spill Contingency Plan.
9. Well Control Plan.
10. Environmental Management Plan.
11. Current and past operations in Mexico.
12. Safety and Environmental Performance over the last five (5) years.
13. Experience of personnel who will operate the Drilling Unit.

Fieldwood will require that any contractor requesting additional information and/or data concerning Fieldwood and/or its operations either have in place a confidentiality agreement with Fieldwood or sign a confidentiality agreement in the form attached hereto as Exhibit “B”.

Fieldwood further requires that any contractor providing a proposal for the applicable drilling services in Mexico to have either already provided a completed FCPA due diligence questionnaire to Fieldwood or to complete and sign the FCPA due diligence questionnaire attached hereto as Exhibit “C”.

Fieldwood will enter into an addendum to any existing drilling contract between Fieldwood and an applicable contractor and/or enter into a new drilling contract with an applicable contractor that does not have an existing drilling contract with Fieldwood. Fieldwood will provide either the form of addendum or form of drilling contract upon request subject to such contractor signing the referenced confidentiality agreement. A party’s acceptance of the form of addendum and/or form of drilling contract will be a part of the decision making process by Fieldwood in awarding the drilling services.

The contractor which is awarded the drilling services as set forth herein will be required to comply with Mexico’s national content obligations with respect to its activities in Mexico. In particular, any such contractor must agree (i) to promptly deliver to Fieldwood any and all information or documents related with any national content requirements as may be requested by Fieldwood, such as any invoices, any product/equipment information or information regarding the salary payments of any of contractor’s personnel related to work provided to Fieldwood, and (ii) to allow (with prior five (5) day written notice) any third party designated by Fieldwood to independently verify the national content calculation methodology with respect to the Contractor’s work for Fieldwood.

This request for proposal does not create any binding or enforceable agreement with the party providing the proposal for the drilling services. Fieldwood will be under no obligation of any kind to order drilling services from the companies responding to the request for proposal. This request for proposal is not intended to and does not create a partnership, joint venture or any other business combination between Fieldwood and your company.

Fieldwood reserves the right to accept or reject any proposal at its sole discretion. Any decision on the award of drilling services to a company providing a request for proposal is subject to the final approval of Fieldwood’s management representatives and board of directors. Except as set forth in the executed confidentiality agreement between Fieldwood and your company, there shall be no binding obligation between Fieldwood and your

company with respect to the drilling services or otherwise until a material definitive agreement is agreed and executed between Fieldwood and your company with respect to the drilling services. For the sake of clarity, neither this request for proposal or any letter of intent constitutes a material definitive agreements.

Please return the completed confidentiality agreement and completed FCPA due diligence form to Doug.MacAfee@fwelc.com .

Should you have any questions please contact Doug MacAfee at Doug.MacAfee@fwelc.com or (713)969-1315 or Andres Brugmann at Andres.Brugmann@fwelc.com or (281) 928-5710.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Brugmann', written over a light blue horizontal line.

Andres Brugmann

Country Manager

Fieldwood Energy E&P Mexico, S. de. R.L. de C.V.

Exhibit “A”

1. CORPORATE STRUCTURE

Contracting Entity	
Date established:	
Registration/License Number	
Name of ultimate parent company	
Website	
Address (Mexico)	
City	
State	
Country	
Contact Person	
Phone number	
E-mail:	

Please submit Contractor overall organization structure.

2. COST INFORMATION

Items	Contractor's Response
Dayrate (Operating Rate)	
Total Mobilization cost (from current location to designated drill site location, inclusive of all tug charges, fees, custom costs or time, jacked up and preloaded and skidded out)	
Total Demobilization cost (from drill site to required DEMOB location, inclusive of all tug charges, fees, custom requirements)	

4 – General Information

General Information	Contractor's Response
Current location of MODU(s)	
Current Percentage of National Content in Mexico	
Company/Companies worked for last 2 years:	
Locations:	
Water depth or other relevant information:	
Dates of work:	
Number of wells drilled during last 12 months rig was working	
Types of wells Drilled (Explo/Dev/Other)	
Lost Time Incidents over the last year	
Rig NPT time (hrs) and events over the last year	

5 – Rig Specifications

Rig Name	
Design	
Year of Construction	
Year of Last Major Upgrade	
Water depth rating (min/max)	
Drilling depth rating	
Drilling VDL	
Hook load capacity	
POB capacity	
Diverter – Type, size, and Pressure rating	
BOPs – Complete description and schematic	
Derrick rating	
Top drive – Type and rating	
Mud pumps -	
Date of next 5-year class survey	
Current status (if stacked, how long?)	
Drill pipe – 1830 m (6,000') of 5-7/8" OD, 34.21 ppf, S-135 w / XT -57 or comparable 3970 m (13,000') of 5-7/8" OD, 26.3 ppf, S-135 w / XT -57 or comparable	
Drill pipe – 1200 m (3,950') of 5" OD, 19.5 ppf, S-135 w/ XT-50 or comparable	

<p>Spiral Heavy Weight Drill pipe – 30 joints 5-7/8" OD, 49.385 ppf, w / XT-57 or comparable Spiral Heavy Weight Drill pipe – 30 joints 5" OD, 42.720 ppf, w / XT-50 or comparable</p>	
<p>Spiral Drill Collars: 12 – 9.500" X 3.00", 214.41 ppf. w/ 7-5/8" API Reg 24 – 8.000" X 2.813", 148.91 ppf, w/ 6-5/8" API Reg 24 – 6-1/2" X 2.500", 96.1 ppf, w/ NC 46</p>	
<p>Handling Tools: Elevators & lift plugs for 5-7/8" and 5" DP Slips, safety clamps and bottle neck lift plugs for 6-1/2", 8", and 9-1/2" DC's Pump-in subs, Crossover subs for all supplied pipe Inside BOP's, TIW's, Kelly Valves, wrenches and redress kits as required</p>	
<p>Provide complete list of all personnel to be provided by Drilling Contractor</p>	
<p>Galley Crew provided by Drilling Contractor</p>	

Exhibit B

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as the “**Agreement**”), entered into this ___ day of _____, 201_ (the “**Effective Date**”) by and between **Fieldwood Energy E&P Mexico, S. de R.L. de C.V.**, a company existing under the laws of the United Mexican States, (“**Fieldwood**”) and _____, a _____ organized and existing under the laws of _____ (the “**Receiving Party**”). Fieldwood and the Receiving Party may also be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

1. In connection with the evaluation and business services engagement (a “**Potential Transaction**”) between the Fieldwood and the Receiving Party, Fieldwood is willing, in accordance with the terms and conditions of this Agreement, to disclose (either through itself or its Affiliated Companies and its or their representatives) on a non-exclusive basis to the Receiving Party (or its Representatives) certain confidential information relating to Fieldwood and/or certain properties of Fieldwood in Mexico (the “**Properties**”). As used herein, the term “**Confidential Information**” shall mean: (i) all information relating to Fieldwood or the Properties disclosed by Fieldwood (either through itself or its Affiliated Companies and its or their representatives) to the Receiving Party or its Representatives (whether by written, oral, electronic or other means), which may include, but is not limited to, geological and geophysical data, maps, models and interpretations and forecasts, technical designs, marketing arrangements and development plans, and commercial, contractual and financial information; (ii) any notes, summaries, interpretations, interpolations, synthesis or other material derived from or generated in connection with the inspection or evaluation of the information included in the preceding clause (i), regardless of the manner maintained, recorded or documented; and (iii) the fact that negotiations and/or discussions are taking place regarding a Potential Transaction or that information has been provided by Fieldwood relating to the Properties. As used herein, the term “**Confidential Information**” shall not include information which:
 - a. is already known by the Receiving Party as of the date of disclosure hereunder;
 - b. at the time of disclosure hereunder was in the public domain or, subsequent to disclosure hereunder, becomes a part of the public domain through no action or failure to act, whether directly or indirectly, on the part of the Receiving Party or its Representatives (as defined below); or
 - c. subsequent to disclosure hereunder, is lawfully acquired by the Receiving Party or its Representatives from a source other than Fieldwood or its

representatives, provided such source was not under an obligation of confidence with respect thereto.

2. In consideration of the disclosure referred to in Paragraph 1 hereof, the Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronic media, without Fieldwood's prior written consent, except as provided in this Agreement. Furthermore, the Receiving Party shall only use or permit the use of the Confidential Information to evaluate the Properties and any Potential Transaction.
3. The Receiving Party shall not disclose the Confidential Information without Fieldwood's prior written consent except that Confidential Information may be disclosed to such of the following persons ("**Representatives**") to the extent that they have a clear need to know in order to evaluate the Properties or any Potential Transaction:
 - a. any Affiliated Company of the Receiving Party, where: (i) "**Affiliated Company**" means, with respect to a Party, any company or legal entity which controls, or is controlled by, or which is controlled by an entity, which controls, such Party: and (ii) "**Control**" means the ownership directly or indirectly of fifty (50) percent or more of the voting rights in a company or other legal entity;
 - b. employees, officers and directors of the Receiving Party or any of its Affiliated Companies;
 - c. any attorney, accountant, consultant or other agent retained by the Receiving Party or any of its Affiliated Companies; or
 - d. any bank or other financial institution or entity funding or proposing to fund any Potential Transaction or the Receiving Party's participation in the Properties, including any consultant retained by such bank or other financial institution or entity.

Prior to making any disclosures to persons under subparagraphs (c) or (d) above, however, the Receiving Party shall advise each such person of the terms of this Agreement and shall obtain from such person a written undertaking of confidentiality. The Receiving Party shall be responsible to Fieldwood for any breach of the terms of this Agreement by any of its Representatives as though such breach was committed by the Receiving Party.

4. The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information, and Fieldwood may demand the return thereof at any time upon giving written notice to the Receiving Party. Within thirty (30) days of

receipt of such notice, the Receiving Party shall return all original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including, without limitation, electronic media) in its or its Representatives' possession. Upon request by Fieldwood, the Receiving Party shall promptly furnish to Fieldwood a written statement signed by a senior officer of the Receiving Party certifying compliance by its and its Representatives with the provisions of this paragraph 4.

5. If the Receiving Party or any of its Representatives is required to disclose any Confidential Information by law, order, decree, regulation or rule of any applicable governmental authority (including, without limitation, those of any regulatory agency, securities commission or stock exchange) or if any person seeks to legally compel (by oral questions, interrogatories, request for information or documents, subpoena or similar process) the Receiving Party or any of its Representatives to disclose any Confidential Information, the Receiving Party shall promptly provide Fieldwood with written notice of such requirement in order to afford Fieldwood an opportunity to seek an appropriate protective order(s). The Receiving Party and its Representatives agree to cooperate with any reasonable request of Fieldwood in its efforts to secure such protective order(s) and Fieldwood shall reimburse the Receiving Party and its Representatives for any reasonable cost incurred by same in complying with any Fieldwood request in connection therewith. However, if Fieldwood is unable to obtain or does not seek such protective order and the Receiving Party or its Representatives, in the opinion of their counsel, are compelled to disclose any Confidential Information under pain of liability for contempt, censure or penalty, disclosure of such information may be made without liability hereunder, provided that the Receiving Party and its Representatives shall use all reasonable efforts to preserve the confidentiality of the Information.

6. Fieldwood hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party as contemplated hereby. **FIELDWOOD, HOWEVER, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, AND THE RECEIVING PARTY (ON BEHALF OF ITSELF AND ITS REPRESENTATIVES) EXPRESSLY ACKNOWLEDGES THE INHERENT RISK OF ERROR IN THE ACQUISITION, PROCESSING AND INTERPRETATION OF GEOLOGICAL AND GEOPHYSICAL, AS WELL AS OTHER TECHNICAL, DATA. FIELDWOOD, ITS AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF OR RELIANCE UPON THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY (OR ITS REPRESENTATIVES).**

7. The Parties agree that Fieldwood would be irreparably injured and is entitled to seek equitable relief (including without limitation, the granting of injunctive relief in Fieldwood's favor) without the necessity of posting bond or other security, if the Receiving Party or any person to whom the Receiving Party discloses Confidential Information breaches the terms of this Agreement. Equitable relief will not be exclusive of other remedies to which Fieldwood may be entitled at law or in equity.
8. This Agreement shall be governed by and interpreted in accordance with the laws of Texas excluding any choice of law rules which would refer the matter to the law of another jurisdiction.
9. Arbitration:
 - a. A Party who desires to submit a Dispute for resolution shall commence the Dispute resolution process by providing the other Party to the Dispute written notice of the Dispute ("Notice of Dispute"). The Notice of Dispute shall identify the parties to the Dispute and contain a brief statement of the nature of the Dispute and the relief requested. The submission of a Notice of Dispute shall toll any applicable statutes of limitation related to the Dispute, pending the conclusion or abandonment of Dispute resolution proceedings under this Section 9. Dispute means any dispute, controversy, or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, relating to, or connected with this Agreement, including any dispute as to the construction, validity, interpretation, enforceability, breach, or termination of this Agreement.
 - b. The parties to the Dispute shall seek to resolve any Dispute by negotiation between Senior Executives. A "Senior Executive" means any individual who has authority to negotiate the settlement of the Dispute for a Party. Within thirty (30) Days after the date of the receipt by each party to the Dispute of the Notice of Dispute (which notice shall request negotiations among Senior Executives), the Senior Executives representing the parties to the Dispute shall meet at a mutually acceptable time and place to exchange relevant information in an attempt to resolve the Dispute. If a Senior Executive intends to be accompanied at the meeting by an attorney, each other party's Senior Executive shall be given written notice of such intention at least three (3) Days in advance and may also be accompanied at the meeting by an attorney. Despite the above, any Party may initiate arbitration proceedings under this Section 9 concerning such Dispute within thirty (30) Days after the date of receipt of the Notice of Dispute.
 - c. Any Dispute not finally resolved by alternative Dispute resolution procedures set forth in Section 9 shall be resolved through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes, including Disputes about the arbitrability of a Dispute.

- d. After expiration of the time period described in Section 9, any Party may refer a Dispute for final settlement by arbitration in Houston, Texas, United States of America (which shall be the seat of arbitration) under the then in force Commercial Arbitration Rules of the American Arbitration Association (for the purposes of this section, "AAA"). The Dispute shall be decided by a single arbitrator nominated by Fieldwood provided that Consultant may object to such arbitrator within five (5) days of such appointment if Consultant provides clear evidence that such arbitrator is materially prejudiced or biased or would otherwise be unable to fairly resolve such Dispute.
 - e. The arbitrator shall decide according to law, and not *ex aequo et bono*. The proceedings shall be conducted in the English language. The arbitration award shall be final and binding upon the Parties concerned, and each Party hereby waives any claim or appeal whatsoever against it, or any defense against its enforcement against such Party. Any decision or award shall be in writing and shall state the conclusions of law and fact and shall include an assessment of costs and expenses in accordance with this Agreement. Judgment upon the award rendered may be entered in any court having appropriate jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
 - f. The Parties acknowledge that remedies at law may be inadequate to protect against breach of this Agreement. The arbitrator may, therefore, award both monetary and equitable relief, including injunctive relief and specific performance. A Party may apply to any competent judicial authority for interim or conservatory relief. The application for such measures or for the enforcement of such measures ordered by the arbitrators shall not be deemed an infringement or waiver of the agreement to arbitrate and shall not affect the powers of the arbitrator.
10. It is not the intention of the Parties and nothing contained in this Agreement shall be deemed or construed to create the relationship of partnership, association, principal and agent or joint venture between the Parties. This Agreement and the disclosure of Confidential Information hereunder shall create no obligation on the part of Fieldwood to enter into any further agreement with the Receiving Party. Unless and until a definitive agreement has been fully executed and delivered, no contract or agreement providing for a Potential Transaction between the Parties shall be deemed to exist and neither Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specially agreed to herein. For purposes of this Agreement, the term "definitive agreement" means a definitive written agreement with respect to the Potential Transaction, but does not include an executed letter of intent, negotiations between the Parties, exchanges of drafts or documents relating to a Potential Transaction or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties.

11. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
12. If a Party initiates litigation or other proceedings to enforce the terms of this Agreement, the Party prevailing in such litigation or proceeding is entitled to recover its reasonable attorneys' fees (including court costs) in connection with such litigation or proceedings.
13. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating to the Confidential Information, whether written or oral, expressed or implied.
14. This Agreement may only be assigned by the Receiving Party with the written authorization of Fieldwood. Any attempted assignment without the prior written consent of Fieldwood shall be null and void. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
15. In the event any provision of the Agreement is held to be void or unenforceable, then any such provision shall be deemed to be deleted as of the date hereof, and the remainder of this Agreement shall remain in full force and effect.
16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
17. Notices may be sent via U.S. Mail, courier, facsimile to the Parties at the addresses set forth on the signature page hereto.

[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

Fieldwood Energy E&P Mexico, S. de R.L. de C.V.

By: _____

Name:

Title:

Notice Address:

Fieldwood Energy E&P Mexico, S. de R.L. de C.V.
Av. Paseo De La Reforma Núm. 295, Piso 8
Col. Cuauhtémoc, Deleg. Cuauhtémoc
Distrito Federal, C.P. 06500

Accepted and Agreed:

By: _____

Name:

Title:

Notice Address:

Telephone: _____

Facsimile: _____

Exhibit C

As part of the compliance of Fieldwood Energy LLC, its affiliates and subsidiaries (the “Company”) with applicable anti-bribery and corruption laws, the Company requires due diligence on all third-parties which conduct business or provide services on the Company’s behalf (the “Agent(s)”). Such due diligence must be conducted before the relationship with any Agent commences or services are provided by any Agent. Part of the Company’s due diligence is to request all Agents to provide specific information on their business. Accordingly, you are requested to complete the following questionnaire (the “Agent Due Diligence Questionnaire”) fully and completely and return the completed questionnaire to your contact at the Company. Please also sign the affirmation of accuracy and responsibility (the “Affirmation”), attached to this Agent Due Diligence Questionnaire.

If there is insufficient space in this Contractor Due Diligence Questionnaire for your response, please attach as many additional sheets of paper as necessary and include those extra sheets in your response. It is important to provide answers that are as complete as possible. Incomplete or vague responses will delay approval process for the engagement of the Contractor by the Company.

If you have any questions about this Contractor Due Diligence Questionnaire, please contact your relevant contact at the Company.

A. GENERAL INFORMATION

1. **Name of Business:** _____
2. **Name of Business Owner(s)/Principal(s):** _____

3. **Business address:** _____

4. **Business telephone:** _____
5. **Business facsimile:** _____
6. **Business email address:** _____
7. **Identity of Business’ bank:** _____

8. Business' bank address: _____

9. Currency of account held at Business's bank: _____

B. BUSINESS INFORMATION

1. If your business is a corporate entity or other organization, please provide a copy of your commercial registration and charter documents for the country in which you are incorporated/registered and for the country of intended business activity on behalf of the Company

2. Number of business employees: _____
(please also provide an organization chart for your business)

3. Your principle lines of business, including products represented:

4. Business locations other than business address provided above: _____

5. Approximate annual revenue in the past five years: _____

C. BUSINESS OWNERSHIP AND MANAGEMENT

1. Are you a publicly held company? YES NO

a. If YES, please provide a copy of your most recent public filing showing your company's shareholders, partners, and owners including any indirect or ultimate beneficial owners.

If the public filing does not list major shareholders (*i.e.*, those holding more than 5% of your company's outstanding voting shares), or indirect or ultimate beneficial owners, please provide that information along with their respective nationality.

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- b. **If NO, please provide the full name and nationality of each of your direct and indirect owners and partners, including ultimate beneficial owners and partners. If any of your shareholders is a company, please provide that company's direct and indirect owners, including any ultimate beneficial owners.**

- c. **Are any of the persons listed in response to Question C.1.b. above related in any way to any direct or indirect owners or partners, including ultimate beneficial owners and partners, of Fieldwood Energy E&P Mexico, S. de R.L. de C.V., Petrobal Upstream Delta 1, S.A. de C.V. or their respective parent companies or affiliates.**

If YES, please provide details.

2. **Please provide the full name and nationality of each member of your board of directors or other supervisory board.**

3. **Please provide the full name, title, and nationality of each person who will be performing services for the Company under the proposed agreement.**

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4. Do any of the persons listed in response to Question C.3., above, hold a position as director, officer, or other management position with any other company or entity? YES NO

- a. If YES, please provide, for each person, the name of each company and the title of the position held.

D. GOVERNMENT AFFILIATIONS

NOTE—For purposes of the following questions, the following definitions shall apply:

“Government Entity” means (i) any agency or instrumentality of any national, regional, or local government; (ii) any business or entity that is owned wholly or partially or otherwise controlled by the government (for example, state-owned oil companies and state-run health care systems); (iii) any public international organization such as the United Nations or World Bank; and (iv) any political party.

“Foreign Official” means: (i) any employee or official of a Government Entity; and (ii) any candidate for political office.

1. Are any persons identified in response to Questions C.1., C.2., or C.3. (or any close family members of such persons) any of the following:
- a. A current Foreign Official? YES NO
 - b. A person who formerly was a Foreign Official at any time during the previous five years? YES NO
 - c. Currently involved in any business relationship, including acting as an agent or consultant for, or holding common ownership of any business enterprise or partnership with, any current Foreign Official (or close family member of a Foreign Official?) YES NO
 - d. In a position to exercise direction or influence over the purchasing decisions of any Government Entity? YES NO

2. If any response to Questions D.1.a. through D.1.d. is YES, please provide the following information:

a. The name of the Foreign Official and/or the full name of the Government Entity.

b. A description of the Foreign Official's responsibilities.

c. The dates of the Foreign Official's service with respect to the Government Entity.

d. Are the individuals identified in the response to Question D.2.a. permitted under local law to perform services on behalf of the Company? YES NO

E. COMPLIANCE WITH APPLICABLE LAWS

1. During the past 5 years, has your company been involved in or the target of any government investigation, inquiry, or audit involving anti-bribery or anti-corruption laws, or filed any disclosure to the government of actual or potential violations of anti-bribery or anti-corruption laws? YES NO

If YES, please describe the specific matter and whether/how the issue was resolved.

2. Have you or your company, or any officers, directors, or shareholders of your company, been investigated or charged with any offense including bribes, corruption, kickbacks, money laundering, or conflicts of interest?

If YES, please provide details.

3. Are you or your company aware of any actual or potential violations of applicable anti-bribery or anti-corruption laws by your company, its employees or officers, or any affiliates or agents? YES NO

If YES, please provide details.

4. Does your company have any codes of conduct, anti-bribery/anti-corruption compliance manuals or guidelines, a formalized system of accounting controls, or any other compliance-related policies, whether formally adopted or informal, applicable to your company and its employees? YES NO

If YES, please provide a copy of any such documents.

F. REFERENCES

Please provide the names and contact information for at least three commercial references.

Reference 1

Company/business name: _____

Individual contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Reference 2

Company/business name: _____

Individual contact: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

Reference 3

Company/business name: _____

Individual contact: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

G. AFFIRMATION

Please sign and return the Affirmation provided on the following page.

Affirmation

By signing below, I affirm the following:

- (a) All information submitted in this Contractor Due Diligence Questionnaire response, including information in all attachments and exhibits thereto, is complete and accurate;
- (b) I agree to provide any and all notices and to obtain any and all consents from individuals and entities that I identify in the Contractor Due Diligence Questionnaire response for the purpose of sharing information with the Company and for the purposes described in the Contractor Due Diligence Questionnaire;
- (c) I expressly consent to the transfer of the information provided in the Contractor Due Diligence Questionnaire response, including personally identifiable information, to a jurisdiction that may not provide equivalent privacy protection as the laws in my home country;
- (d) I expressly authorize the Company to take such steps as the Company considers necessary to verify the information provided in connection with the Contractor Due Diligence Questionnaire; and
- (e) I understand that the provision of false or misleading information in connection with the Contractor Due Diligence Questionnaire may result in termination of any relationship that may develop in the future between my company and the Company and that the Company reserves such other remedies and rights as may be appropriate should such termination occur.

The Agent Due Diligence Questionnaire was drafted in English and has been provided to the Agent in both English and Spanish. In the event of any conflict between the English Due Diligence Questionnaire and the Spanish Due Diligence Questionnaire, the English form shall control and govern in all circumstances.

I acknowledge that I have the authority to sign this Affirmation on my company's behalf.

Name of certifying official

Title

Signature

Date

