

"The foregoing document is classified as confidential information pursuant to Article 116 of the General Law of Transparency and Access to Public Information and other applicable regulation in this topic; as well as an industrial secret pursuant to Articles 82,85 and 86 Bis 1 of the Industrial Property Law and other applicable regulation in this topic."

**FIRM GAS TRANSPORTATION SERVICE AGREEMENT (AGREEMENT)** MADE AND ENTERED INTO AS OF MARCH 18, 2023, BY AND BETWEEN **KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.** ("TRANSPORTER"), REPRESENTED HEREIN BY [REDACTED] AS LEGAL REPRESENTATIVE AND **PEMEX TRANSFORMACIÓN INDUSTRIAL** ("SHIPPER"), REPRESENTED HEREIN BY [REDACTED]

[REDACTED] TRANSPORTER AND SHIPPER ARE SOMETIMES REFERRED TO SINGULARLY AS "PARTY" AND COLLECTIVELY AS "PARTIES". IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**RECITALS**

**A.- TRANSPORTER, THROUGH ITS LEGAL REPRESENTATIVE, DECLARES THAT:**

1. Transporter is duly incorporated as proved under the following instruments:
  - [REDACTED]
  - [REDACTED]
2. Transporter's legal representative proves its authority to sign this Agreement with public deed number [REDACTED] authority that as of this date has not been revoked or limited whatsoever.
3. Transporter's Federal Taxpayer Number is [REDACTED].
4. Transporter owns and operates the Mier-Monterrey Pipeline in the states of Tamaulipas and Nuevo León, México, for the transportation of Gas, according to the transportation permit number G/003/TRA/1996 (the "Transportation Permit") [REDACTED]
5. Prior to the execution of this Agreement, it has proved to have complied with its tax and social security obligations.

6. It has the governmental and corporate authorizations necessary for the execution of the Agreement.
7. The information provided to Shipper during the Due Diligence process is truthful and complete.
8. Has reviewed Shipper's Internal Anti-Corruption Policies [REDACTED]  
[REDACTED]
9. Knows the International Bill of Human Rights and the principles relating to fundamental rights established in the ILO Declaration on Fundamental Principles and Rights at Work, which it receives through the following electronic links:

Universal Declaration of Human Rights:

[https://www.ohchr.org/EN/UDHR/Documents/UDHR\\_Translations/spn.pdf](https://www.ohchr.org/EN/UDHR/Documents/UDHR_Translations/spn.pdf)

[https://www.ohchr.org/Documents/ProfessionalInterest/ccpr\\_SP.pdf](https://www.ohchr.org/Documents/ProfessionalInterest/ccpr_SP.pdf)

[https://www.ohchr.org/Documents/ProfessionalInterest/cescr\\_SP.pdf](https://www.ohchr.org/Documents/ProfessionalInterest/cescr_SP.pdf)

ILO Declaration on Fundamental Principles and Rights at Work

[https://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/normativeinstrument/wcms\\_716596.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/normativeinstrument/wcms_716596.pdf)

**B.- SHIPPER, THROUGH ITS REPRESENTATIVE, DECLARES THAT:**

1. It is a productive state subsidiary entity of Petróleos Mexicanos, with its own legal personality and assets, which purpose is to generate economic value and profitability for the Mexican State and its main purpose, among others, is refining, transformation, processing, import, export, marketing, sale to the public, production and sale of Hydrocarbons, Oil Products, natural gas, Petrochemicals and Secondary Petrochemicals; as well as the production, distribution and commercialization of derivatives of methane, ethane, propylene, ammonia and its derivatives and fertilizers, as well as the provision of related services, on its own account or for third parties; in terms of Article 2 of its Creation Agreement, published in the Federal Official Gazette on April 28, 2015, of the Declaration of entry into force of said Creation Agreement, approved by the Board of Directors of Petróleos Mexicanos in session 899 extraordinary, contained on September 24, 2015, through agreement CA-185/2015 and published in the Federal Official Gazette on October 6, 2015, as well as in terms of the adjustments to the Creation Agreement approved by the Council of Administration of Petróleos Mexicanos in session 944 Extraordinary held on June 24, 2019, through agreement CA-078/2019 published in the Official Gazette of the Federation on June 28, 2019, which entered into force on July 1, 2019; the adaptation to the Creation Agreement approved by the Board of Directors of Petróleos Mexicanos, in session 963 Ordinary, by means of agreement CA-086/2020 published in the Federal Official Gazette on December 21, 2020, which entered into force on the 1st of January 2021 and the modification to the Organic Statute of Pemex Transformación Industrial, published in the Federal Official Gazette on February 16, 2023. For the fulfillment of its purpose, it may celebrate with natural or legal persons all kinds of acts, agreements and contracts or any legal act permitted by commercial and common legislation in accordance with articles 6, 7 and 60 of the Petróleos Mexicanos Law, published in the Federal Official Gazette on August 11, 2014.

2. Evidences its legal personality and powers [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
3. Shipper's Federal Taxpayer Number is PTI151101TE5.
4. Article 49, paragraph I of the Hydrocarbons Law states that, in order to perform transportation, storage, distribution and commercialization of Hydrocarbons, Oil Products and Petrochemicals, PTRI may carry out such activities by itself or by contracting third parties which are authorized as permit holders, such as the Transporter.
5. It has the organization, experience, and requirements, as well as the technical, financial, commercial and legal capacity to comply with the obligations established in the Agreement.
6. Knows the International Bill of Human Rights and the principles relating to fundamental rights established in the ILO Declaration on Fundamental Principles and Rights at Work.
7. It carried out a Due Diligence process to Transporter [REDACTED]  
[REDACTED]  
[REDACTED].
8. It has the governmental and corporate authorizations necessary for the execution of this Agreement.
9. Has reviewed Transporter's Internal Anti-Corruption [REDACTED]  
[REDACTED]  
[REDACTED]

**C.- TOGETHER, THE PARTIES DECLARE THROUGH THEIR REPRESENTATIVES THAT:**

1. Shipper desires Transporter to receive and transport quantities of Gas on the System from and to the Receipt Point and Delivery Point specified on Exhibit "A" of this Agreement, and Transporter is willing to transport such quantities of Gas for Shipper in accordance with the terms and conditions set forth in this Agreement.
2. They acknowledge that the Rescission of the Agreement may be determined and notified by the persons entitled for such purpose, as to Shipper, according to the Organic Statute of Pemex Transformación Industrial, and as to Transporter, by the administrator or equivalent, as established in Article 10, first paragraph of the General Law for Commercial Companies.
3. They know and shall comply with the Anti-Corruption Laws and Obligations in all material aspects.

4. They have not performed, offered, authorized or accepted, nor they shall perform, offer, authorize or accept any Act of Corruption.
5. Their books and records truly reflect the activities they carry out, the purpose of each transaction, with whom it was made, for whom it was made, or what exchange was carried out.
6. During the term of the Agreement, they commit to comply with the obligations related to Security, Work Health and Environmental Protection.
7. They know and have implemented the Pemex's Internal Anti-Corruption Policies.
8. They have a compliance program that includes regulations to prevent Acts of Corruption, [REDACTED]  
[REDACTED]  
[REDACTED]
9. They have not been convicted or sanctioned directly or indirectly through a third party, by means of a sentence or resolution issued by a Competent Authority or competent judicial branch, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## DEFINITIONS

For purposes of this Agreement and its Exhibits, in addition to the definitions contained in the Terms and Conditions, the following definitions shall apply, either if they are used in singular or plural:

**“Administrative Provisions”**. The *General Administrative Provisions with regard to Open Access and the rendering of Pipeline Transport and Storage of Natural Gas Services*, approved by CRE, or any other superseding or amending administrative provision.

**“Affiliate”**. Any person or entity that owns more than 50% (fifty percent) of the social capital, or that is subject to direct or indirect control of any of the Parties.

**“Anti-Corruption Laws and Obligations”**. The following Mexican and foreign laws (i) General Law of the National Anti-Corruption System, (ii) General Law of Administrative Responsibilities, (iii) Federal Criminal Code, (iv) Federal Law of Republican Austerity, (v) Foreign Corrupt Practices Act 1977 (FCPA), (vi) UK Bribery Act 2010, and (vii) any other legal or administrative provisions, anti-bribery and anti-corruption provisions that prohibit any Act of Corruption, in each case to the extent that they are applicable to each party, including, among others, (a) the legal and administrative provisions that prohibit bribery and, where appropriate, those related to the fight against bribery and corruption, and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of the Organization for Economic Cooperation and Development (OCDE), United Nations Convention Against Corruption (UNCAC); and (b) for each party and affiliates, the laws that prohibit bribery in the countries of such party, its affiliates or the parent

entity's place of incorporation, principal place of business and place of registration as a securities issuer.

**“Act of Corruption”.** Any act or omission for the purpose of: (i) paying, offering, giving, promising to give, or authorizing delivery, to any person (including private individuals, commercial organizations, political parties, or public officials) ("Person"), or soliciting, accepting or agreeing to accept from any Person, directly or indirectly, anything of value to a) influence any act or decision of the recipient in his or her official capacity, b) induce the recipient to perform or omit any act that violates a duty of good faith, impartiality or trust, or reward the recipient for acting inappropriately, or c) obtaining, influencing, inducing or rewarding any improper advantage, or where the recipient may be acting in an improper manner when receiving the object of value, or any action that may imply the violation of the Anti-Corruption Laws and Obligation; (ii) using resources for money laundering or terrorist financing, or otherwise dealing with resources of illicit origin, the realization of which may give rise to a type of corruption as indicated in Annex IV of the Policies and Anti-Corruption Guidelines for Petróleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Affiliated Companies; (iii) using intermediaries as a triangulation scheme, to evade compliance with any applicable law or ordinance, national or foreign or with any other kind of illegal task, and (iv) including with no limitation: cover-up, concealment, incitement, support, instigation, coalition, sponsorship for contracting or selecting personnel or funds diversion.

**“Applicable Regulations”.** All the laws, international treaties that Mexico is part of, regulations, Mexican official standards, Administrative Provisions, resolutions, decrees, judicial awards, administrative orders and any other regulation or decision of any type issued by a Competent Authority, that are in force, which the parties are obliged to observe.

**“Competent Authority”.** Any entity, officer, agency, organism, regulatory body or organization of any nature that is part of the executive, legislative or judicial branch, either foreign or national, at the federal, state or municipal level, local or regional, that performs authority functions according to the law, as well as any constitutional autonomous organism in México, which has decision or execution faculties with regard to the Agreement.

**“Delivering Operator”** The permit holder interconnected to the transportation system owned by Transporter, who is responsible to perform the gas affirmations at the Delivery Point.

**“Delivery Point”.** [REDACTED]

**"Due Diligence or DD”.** Process where information of third parties is reviewed, with whom there is an existing transaction or with whom there is an intention to execute any kind of commercial agreement with the purpose of knowing its integrity and ethics policies, risk of corruption, as well as the measures required to be adopted to prevent and mitigate risks.

**“Electronic Bulletin Board” or “EBB”.** means the remote computing platform referred to in Chapter IV of the Third Title of the Hydrocarbons Law, on which Transporter makes available to the public the information required under the Administrative Provisions.

**"Human Rights”** The human rights internationally acknowledged and all such recognized by International Treaties signed by Mexico, that include, as a minimum, the rights enlisted

in the International Bill of Human Rights and the principles relating to fundamental rights established in the ILO Declaration on Fundamental Principles and Rights at Work.

**“Internal Audit”**. Department subscribed to the Board of Directors of Petroleos Mexicanos, by means of the Audit Committee and its executing member, with the functions established in articles 54 of the Law of Petroleos Mexicanos, 177 of the Petroleos Mexicanos Organic Statute and any other applicable regulations.

**“MMBtu”**. One million (1,000,000) Btu, equivalent to 1.055056 Gigajoules. One Gigajoule is equivalent to 0.947817 MMBtus.

**“MMRDD”**. Actions or activities intended to prevent or eliminate risks, [REDACTED]

**“Mier-Monterrey Pipeline”**. The facilities owned and operated by KMGNM to provide transportation service under the Transportation Permit.

**“Pemex Internal Anti-Corruption Policies”**. Jointly (i) Anti-Corruption Policies and Guidelines for Petróleos Mexicanos, Subsidiary Productive Companies and, where appropriate, Affiliate Companies; (ii) Code of Ethics of Petróleos Mexicanos, its Subsidiary Productive Companies and Affiliate Companies; (iii) Code of Conduct of Petróleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Affiliate Companies, and (iv) Policies and Guidelines for the Development of Due Diligence in Petróleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies, in Matters of Ethics and Corporate Integrity, available at:

- [https://www.pemex.com/etica\\_y\\_transparencia/etica/Documents/codigo\\_de\\_etica\\_122019.pdf](https://www.pemex.com/etica_y_transparencia/etica/Documents/codigo_de_etica_122019.pdf)
- [https://www.pemex.com/acerca/marco\\_normativo/Documents/codigos/cc\\_2019.pdf](https://www.pemex.com/acerca/marco_normativo/Documents/codigos/cc_2019.pdf)
- <https://www.pemex.com/Documents/dof/politica-anticorrupcion.pdf>
- <https://www.pemex.com/Documents/dof/debida-diligencia2021.pdf>

**“Personal Data”**. Any information regarding a person identified or identifiable. A person will be considered as identifiable when its identity can be determined directly or indirectly by means of any information.

**“Receiving Operator”** The permit holder interconnected to the transportation system owned by Transporter, who is responsible to perform the gas affirmations at the Receipt Point.

**“Receipt Point”**. [REDACTED]

**“Recission”**. Ability of the Parties to terminate in their own right this Agreement, according to the provisions contained in this Agreement.

**“Taxes”**. They have the meaning ascribed to them under the applicable Laws.

**“Terms and Conditions”**. The General Terms and Conditions for Transportation Service of Natural Gas, approved by CRE, or any other administrative regulations that amends it or supersedes it.

**"Third Parties"**. Intermediaries, commission agents, agents, managers, advisors, consultants, representatives, dependents, subcontractors, suppliers, or those persons who have been contracted by the parties in order to intervene in the execution of the Agreement.

## C L A U S E S

### **FIRST.- INTERPRETATION OF THE AGREEMENT**

For purposes of interpreting this Agreement, the principle of literal interpretation shall be followed, that is, according to the literal meaning of its clauses, interpreting each other, attributing to the doubtful ones the meaning resulting from all of them. In case of discrepancy between the Parties regarding the terms and conditions of this Agreement, its exhibits and definitions, the Parties will carry out all the actions that are required for compliance with the Agreement, in accordance with what the Parties established as objectives or what is pursued by the same Agreement; the provisions of the Commerce Code must be applied in a supplementary manner.

With exception to the special conditions agreed in Clause Eighth "Special Conditions" of this Agreement, if any term or provision in this Agreement or its Exhibits is not consistent with the Terms and Conditions, then the latest shall prevail.

### **SECOND.- PURPOSE**

The purpose of this Agreement is the provision of Firm Transportation Service by Transporter to the Shipper (the "Transportation Service"), pursuant to this Agreement and the Terms and Conditions, as amended from time to time, with previous authorization by CRE, which are incorporated as if they were inserted herein.

### **THIRD.- CONDITIONS FOR THE PERFORMANCE OF THE SERVICE**

Transporter will receive at the Receipt Point(s) and deliver up to the Maximum Daily Quantity at the Delivery Point(s) on a firm basis, in consistency with the affirmation by the Receiving Operator, which operates the upstream facilities at the Receipt Point(s), and with the affirmation by the Delivering Operator, which operates the downstream facilities at the Delivery Point(s), such quantities of Gas as may be nominated and delivered by Shipper: [REDACTED] which corresponds to the capacity that is reserved by Shipper in the System.

### **FOURTH.- FEES**

Shipper shall pay to Transporter the following regulated fees that are in force, as adjusted by CRE and published by Transporter in the Daily Official Gazette:

- [REDACTED]
  - [REDACTED]
  - [REDACTED]
- [REDACTED]







[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

This information may be amended by means of a prior notice between the Parties according to the terms of this Clause, with no need to sign an amendment.

Notices sent by certified mail, email or courier will be deemed delivered, once there is evidence of the acknowledgement of receipt if it is a personal delivery or the reply via electronic mail confirming receipt, sent directly to the addresses identified as Contacts for each item in this Agreement.

The Parties acknowledge the validity of the acts, information and data messages to be exchanged between Transporter and Shipper through electronic mail or the Electronic Bulletin Board, which will be valid as evidence for purposes of compliance of the obligations, interpretation and or trial. The notices and communications through the Electronic Bulletin Board will be received and will be effective in accordance with article 91, paragraph I of the Commerce Code and the Applicable Regulations.

**TENTH.- EARLY TERMINATION**

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

In the event of an early termination, the Parties will sign an agreement that shall be executed by the representatives of the Parties with all capabilities to grant the broadest release as allowed by the law.

The early termination of this Agreement will not release the Parties of their obligations in terms of confidentiality as established in the Terms and Conditions or to pay any owed amount to the other Party under this Agreement, this means that the early termination will not exempt compliance of the obligations due by the time of the termination.

The Shipper will be able to early terminate this Agreement as long as it is up to date with its obligations.

**ELEVENTH.- RECISSION**

Shipper will have the right to rescind this Agreement, with full effects, in case that the Transporter incurs in any of the following events:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

The Transporter will have the right to rescind this Agreement, with full effects, in case that the Shipper incurs in any of the following events:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **TWELFTH.- LABOR RESPONSIBILITIES**

Each Party as employer of the personnel and of the employees hired or to be hired to comply the purpose of the Agreement, shall be the only responsible for compliance with the obligations derived from the law and other regulations in terms of labor and social security for its employees, its subcontractors' employees and, if applicable, for the beneficiaries of any of the above, including, in the case of the Transporter, the obligation to register and pay social security fees before the Social Security Mexican Institute, as well as to register and pay fees to the National Housing Institute (INFONAVIT for its acronym in Spanish) of all its personnel and employees that are part or get to be part of the execution of the Agreement.

The Parties acknowledge and accept that in relation to this Agreement, they act independently, that if applicable, its subcontractors have sufficient elements to comply with the obligations derived from the relation with its employees, hence, its employees, workers and other staff or its subcontractors' staff shall not be considered, in any event, employees, workers or staff of the Parties, or of their Affiliates including the Subsidiary Productive Entities, therefore, nothing contained in this Agreement, or in the commercial practice of the Parties, shall create a labor relation or intermediary relation in term of the Labor Federal Law, among one of the Parties, including its employees or subcontractors, beneficiaries, or successor in interest.

The Parties or its subcontractors are obliged to not use the name, insignia or logos of the other party, including Petróleos Mexicanos or its Subsidiary Productive Companies, or the Transporter's, in any document, identification, outfit or accessories that are delivered to its employees.

Each Party is obliged to hold harmless and on peace the other party with regard to any claim, lawsuit or labor contingency, related with the obligations described in this Clause, that may affect the interests of any of the Parties, or involve Petróleos Mexicanos, its Subsidiary Productive Companies, or the Transporter, accordingly, upon written request, as well as to compensate any amount that the affected party may disburse for such labor claim, lawsuit or contingency.

The Parties are the only ones responsible for the obligations resulting from labor agreements, individual or collective; companies' internal policies, other applicable provisions under the Federal Labor Act, and regulations related to social security and health, regarding its employees.

## **THIRTEENTH. INSURANCE**

With regard to the Transportation Service, the Transporter shall be the only one responsible for obtaining the insurance policies that, according to the nature, complexity and scope of the Agreement, it deems necessary, considering as a minimum the scope required under the Applicable Regulations to provide this type of Services.

## **FOURTEENTH.- PERMITS**

The Parties shall keep enforceable, or if applicable, obtain any necessary permit for the execution of this Agreement.

## **FIFTEENTH.- LIABILITY OF THE PARTIES**

The Parties shall be subject to the Applicable Regulations issued by the Competent Authorities. The liabilities, losses and damages that result from any non-compliance shall be the liability of the party that causes such events or fails to comply.

[REDACTED]

The Parties agree that by no means they will be responsible among them for indirect damages of any nature, loss of profit, punitive or consequential.

[REDACTED]

**SIXTEENTH. CONFIDENTIALITY**

The Parties, their affiliates, subsidiaries, branches, directives, executives, representatives, and in general, any agent or employee that has access to the information of the other party shall consider and keep it as confidential with regard to the execution of this Agreement, and may not use or reproduce it total or partially for purposes different to the ones established in the Agreement, without the other party's written consent. Such information shall be disclosed to its employees, totally or partially, only to the extent that they need to know it and only when such employees are involved in the performance of this Agreement. The parties may not make any announcement, take pictures or provide information to any person that is not involved with the Agreement, including without limitation the press, commercial entities or any official body unless it has obtained the prior written consent from the other party.

The obligations contained in this Clause shall be extensive to the personnel of each party, and the failure to comply with such obligations by such personnel shall be the liability of the party which staff has failed to comply. The parties shall take all the necessary measures to ensure that its staff keeps such information in the strictest confidentiality, including without limitation, setting up procedures and the execution of agreements or addenda to keep such information as confidential, taking all the necessary measure to prevent disclosure by non-authorized persons, as well as solving the consequences resulting from a non-compliance.

The parties acknowledge and accept to consider as confidential all commercial, technical, legal, administrative, accounting, judicial and financial information, documented in any supporting material that is developed and related directly or indirectly with the Agreement.

Notwithstanding the terms of this Clause, the confidentiality obligation shall not apply to the following: (i) information under the public domain that has not been made public through a breach of the Agreement; (ii) information that has been obtained prior to its disclosure

without breaching a confidentiality obligation; (iii) information obtained from third parties who have the right to disclose it without breaching a confidentiality obligation; (iv) information that should be disclosed according to the Applicable Regulations, and (v) information that should be disclosed according to the Applicable regulations or upon the Competent Authority's requirement, provided that the failure to disclose it would impose to the required party civil, criminal or administrative sanctions, and provided that the required party notifies of such disclosure request to the affected party on a timely basis.

The confidentiality obligations contained in this Clause shall remain effective for a period of [REDACTED] counted from the termination of the Agreement.

The Parties are obliged to repair or pay for the damages and losses caused to the other party, as a result of any violation to the obligations established in this Clause, in case that such events are determined by a Competent Authority. The terms of this paragraph are established without prejudice of any resulting administrative, civil or criminal liability.

In case that any of the parties breaches the obligations contained in this Clause, the non-breaching party shall have the right to exert the actions, claims, complaints, accusations and other judicial or administrative actions that it deems necessary, notwithstanding the possibility to seek for the payment of damages and losses.

The conditions of this Clause shall not be void or impaired for the termination, suspension or Rescission of this Agreement.

**SEVENTEENTH.- AMENDMENTS**

Any amendment to the Agreement shall be formalized by means of a written agreement that includes the agreement among the representatives of both Parties. In no event the Parties may substantially modify the purpose of the Agreement.

**EIGHTEENTH.- ASSIGNMENT**

**18.1 Assignment of Transporter's rights and obligations**

[REDACTED]

[REDACTED]

[REDACTED]

**18.2 Assignment of Shipper's rights and obligations under the Agreement.**

[REDACTED]



[REDACTED]

[REDACTED]

**18.3 Assignment of collection rights.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**NINETEENTH.- CHANGE OF APPLICABLE REGULATIONS.**

In case that the Competent Authority issues Applicable Regulations or amendments to the existing ones, that materially affect the compliance of the obligations or covenants included in this Agreement, any party may invoke early termination, prior 30 (thirty) working days' notice sent to the other party, according to Clause "Early Termination", or may request an amendment, with no need to obtain a judicial resolution, provided that the obligations under the Agreement shall remain valid until the early termination or the amendment becomes effective.

**TWENTIETH.- AUDITS**

The Parties are obliged to deliver all information and documents requested by the other party in relation to this Agreement to address audits to be performed by the Internal Audit in the execution of its functions, or by other competent audit entities. Such information may be delivered to the Internal Audit and other competent audit entities, or to the Competent Authorities that may require it.

The Parties are obliged to cooperate with any Competent Authority as required, with regard to the purpose and scope of this Agreement.

The Parties will keep all registries and accounting books of all costs and expenses incurred or related with the execution of its obligations in this Agreement, pursuant to what is established in the Applicable Regulations and the applicable accounting regulations. The parties shall keep and, as the case may be, provide such information to the other party during the term of the Agreement, or during the maximum term established in the Applicable Regulations with regard to tax obligations, provide that such information is required to comply with its obligations before the Competent Authorities.

**TWENTY FIRST.- ANTI-CORRUPTION**

The Parties are obliged, during the term and performance of this Agreement, to:

1. Comply with the Anti-corruption Laws and Obligations.
2. Adopt and maintain an internal control system and a compliance program for the prevention of Acts of Corruption and other crimes in accordance with the Anti-Corruption Laws and Obligations in relation to this Agreement.
3. The Parties, its officials, directors, employees, associated persons or Third Parties will not carry out Acts of Corruption.
4. Maintain its financial books and registries accurately and reasonably detailed in compliance with the Anti-Corruption Laws and Obligations that are applicable.
5. Communicate to the other Party any investigation or procedure initiated by a Competent Authority in relation to an alleged violation of the Anti-Corruption Laws and Obligations by such Party or its Affiliates, or any of its directors, officers, employees, personnel or Third Party in relation with the operations and activities under this Agreement. Such Party will make all reasonable efforts to keep the other Party informed about the progress of such investigation or procedure, except that such Party will not be obliged to reveal to the other Party any privileged information.
6. Avoid any conflict of interest among its own interests (including the interests of its Affiliates) and the interests of the Shipper when dealing with suppliers, clients and other organizations or persons that perform or seek to perform business with the Parties, in relation to the activities contemplated in this Agreement.

[REDACTED]

[REDACTED]

**TWENTY SECOND.- DUE DILIGENCE**

The Transporter obliges to comply with the MMRDD that the Shipper adopts as a result of the application of any Due Diligence process that is performed, such will be described in Exhibit C “MMRDD” and are mandatory to the Transporter.

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

**TWENTY THIRD.- HUMAN RIGHTS**

The Parties oblige to respect the Human Rights during the execution of this Agreement.

**TWENTY FOURTH.- OBLIGATIONS IN TERMS OF TRANSPARENCY**

In accordance with the General Law on Transparency and Access to Public Information, Federal Law on Transparency and Access to Public Information and on the criteria and resolutions issued by the National Institute of Transparency, Access to Information and

Protection of Personal Data, the Shipper is considered as an obligated subject to provide to any person, under the principle of maximum publicity, all the information generated, obtained, acquired, transformed or in its possession, observing reserve criteria, confidentiality and protection of Personal Data as applicable.

The foregoing independently of the information that Petróleos Mexicanos or the Shipper is obliged to make public in terms of the Applicable Regulations and to make available to the public through its website or any other media, without prior request and with the purpose of having transparent exercise of public resources, as well as such which enables access to the information derived from the contracts it executes, including the disclosure of the considerations, contributions and payments provided for in this Contract itself, with the exception of that which is reserved or confidential.

The confidentiality that exists in the legal relation among the Parties, cannot contravene the obligations contained in the above applicable laws.

#### **TWENTY FIFTH.- OBLIGATIONS FOR PROTECTION OF PERSONAL DATA**

In accordance with the General Law on Transparency and Access to Public Information, Federal Law on Transparency and Access to Public Information and on the criteria and resolutions issued by the National Institute of Transparency, Access to Information and Protection of Personal Data, Petróleos Mexicanos or the Shipper is considered as an obligated subject to protect the Personal Data it uses, under the principles of legality, consent, information, quality, finality, loyalty, equity and responsibility, as well as the duties of safety and confidentiality.

The Parties express that they will comply with the Mexican regulation in place in terms of protection to Personal Data, and specifically, with the safety administrative, physical and technical measures that allow the protection of the Personal Data against loss, non-authorized destruction, theft, missing documents, unauthorized copy, use, access or unauthorized treatment, as well as against damages, alterations or unauthorized modifications to the Personal Data that is provided or which is accessible by virtue of the execution of this Agreement provided to Petróleos Mexicanos or to Shipper, for its protection when they are stored in informatic system, platforms, appliances, electronic files, and in general, in any asset that is protected by the Policy for Safety of the Information of the parties.

The Transporter commits to treat the Personal Data by the terms communicated by Petróleos Mexicanos or the Shipper and in accordance with the confidentiality terms established in this Agreement, and to keep the professional secret in regards with all the Personal Data known by itself and to those accessible during the professional or legal relation with Petróleos Mexicanos or the Shipper.

#### **TWENTY SIXTH.- APPLICABLE LAW AND JURISDICTION**

The Agreement shall be governed by its Clauses and the federal laws of the United States of Mexico.

For the interpretation and compliance of the Agreement, as well as for any other issue that is not expressly established herein and that causes a controversy among the Parties, they

shall abide by the application of the Laws of Mexico, and in case of controversy shall submit to the Clause "Solution of Controversies".

## **TWENTY SEVENTH.- SOLUTION OF CONTROVERSIES**

**Arbitration.** All controversies, claims, differences or disputes, arising out of, relating to, or in connection with this Agreement or the breach thereof, that the Parties cannot settle amicably or that is not solved by the decision of an independent expert, or in case of manifest error in its decision, shall be finally resolved by means of arbitration that shall be conducted in Spanish, with seat in Mexico City, [REDACTED]

[REDACTED] The disputes shall be solved by three (3) arbitrators, one appointed by each Party and the third (who shall be the President) [REDACTED]

The arbitral decision shall be (i) conclusive, final and binding upon the Parties; (ii) the Parties' sole and exclusive remedy with regard to any and all claims and counterclaims submitted to the arbitrator or arbitral tribunal; and (iii) enforceable at any court with jurisdiction. The decisions of the arbitral tribunal shall be final and binding for all the Parties.

## **TWENTY EIGHTH.- MISCELLANEOUS**

28.1 This Agreement is binding upon and will inure to the benefit of the Parties. The provisions of this Agreement and the Terms and Conditions shall not impart rights enforceable by any person, firm, or organization not a Party or not a successor or permitted assignee of a Party.

28.2 This Agreement is executed exclusively for the benefit of the Parties. Nothing contained herein shall be construed in a way that sets an obligation or responsibility in favor or over any person that is not a party to this Agreement. For more clarity, in the execution and compliance of this Agreement there will not be third parties that may act on behalf of the Parties, including intermediaries, commission agents, agents, advisors, consultants, factors, dependents, subcontractors or suppliers.

28.3 This Agreement, including attached exhibits and the Terms and Conditions, constitutes the entire agreement between the Parties covering the subject matter of this Agreement and supersedes any prior agreement or amendment relating to its purpose. Thus, there are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, whether identified under this Agreement or not, pertaining to the subject matter of this Agreement that are not contained in this Agreement.

28.4 Shipper shall not be considered or deemed by interpretation of this Agreement to have any rights in, to or through the System.

If Transporter or Shipper waives its rights set forth in the event of the other Party's breach of any provision of this Agreement, then such waiver shall not operate as a waiver of any continuing or future default, whether of a like or different character.

28.5 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; provided that, the Parties shall attempt in good faith to negotiate an amendment to this Agreement consistent

with Applicable Legal Provisions to place the Parties as nearly as possible in a similar economic position that they were in before the finding of such invalidity, illegality or unenforceability.

28.6 Any communication, minutes or agreement between the Parties, including, without limitation, any document, related to the Agreement, shall be in Spanish. Any related document may be translated, in which case the Party that requires such translation shall assume the corresponding cost, provided that the translation shall be used by the Party who requires it for the purposes that it deems fit, with no room for discrepancies between the Spanish version and the translation, on the understanding that the only valid and binding version shall be the Spanish version.

28.7 The termination of this Agreement will not release the Parties of their obligations in terms of confidentiality as established in the Terms and Conditions.

#### **TWENTY NINTH.- EXHIBITS**

This Exhibits are part of this Agreement as enlisted below, which are executed in agreement by both Parties.

A – Receipt Point and Delivery Point

B – Fees

C - MMRDD

*Signature Page to Follow*

The Agreement is signed in duplicate at Mexico City, as of March 18, 2023.

**TRANSPORTER:**  
**Kinder Morgan Gas**  
**Natural de México, S. de R.L. de C.V.**

**SHIPPER:**  
**Pemex Transformación**  
**Industrial**

█ \_\_\_\_\_  
████████████████████  
████████████████████

█ \_\_\_\_\_  
████████████████████  
████████████████████  
████████████████████

Signature page to FIRM GAS TRANSPORTATION AGREEMENT made and entered into as of ██████████ by and between KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V., and PEMEX TRANSFORMACIÓN INDUSTRIAL.





FIRM NATURAL GAS TRANSPORTATION SERVICES AGREEMENT  
KINDER MORGAN GAS NATURAL DE MÉXICO, S. DE R.L. DE C.V.

**EXHIBIT “B”**  
FIRM GAS TRANSPORTATION AGREEMENT  
DATED AS OF MARCH 18, 2023  
BETWEEN  
KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.  
AND  
PEMEX TRANSFORMACIÓN INDUSTRIAL

**FEES**

Servicio de Transporte	Unidades	Tarifa
<b>Servicio Base Firme</b>		
Cargo por capacidad	Pesos/GJ/Dia	0.8318
Cargo por uso	Pesos GJ	0.0845
<b>Servicio en Base Interrumpible</b>		
Cargo por servicio interrumpible	Pesos/GJ	0.8407
<b>Cantidades Adicionales Autorizadas</b>		
Cargo unitario	Pesos/GJ	0.8407

Notas:

- 1) El Cargo por Capacidad está expresado sobre una base diaria.
- 2) Para el Servicio de Transporte en Base Firme, el Cargo por Capacidad se determinará mensualmente multiplicando dicho cargo por la capacidad contratada por el usuario. El Cargo por Uso se aplicará a todos los volúmenes transportados en el sistema durante el mes.
- 3) Las Cantidades Adicionales Autorizadas se aplicarán a cualquier volumen transportado que exceda la cantidad contratada por el Usuario durante el mes correspondiente.
- 4) El Cargo por Servicio de Transporte en Base Interrumpible se aplicará a todos los volúmenes transportados para el Usuario en base Interrumpible durante el mes correspondiente.

**Monthly Capacity Charge = [MDQ] MMBtu x US\$[Capacity Charge] x number of Days in Month**

These transportation rates shall be updated according to the changes approved by the Energy Regulatory Commission to Transporter, which shall be applied to the rates for the services that are contracted with no need to prepare an amendment to update this exhibit.

**END OF EXHIBIT “B”**

FIRM NATURAL GAS TRANSPORTATION SERVICES AGREEMENT  
KINDER MORGAN GAS NATURAL DE MÉXICO, S. DE R.L. DE C.V.

**EXHIBIT "C"**  
FIRM GAS TRANSPORTATION AGREEMENT  
DATED AS OF MARCH 18, 2023  
BETWEEN  
KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.  
AND  
PEMEX TRANSFORMACIÓN INDUSTRIAL

**MMRDD**

**Ethic and Corporate Integrity Risk mitigation Measures (MMRDD).**

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

■ [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

■ [Redacted]

[Redacted]

[Redacted]

■ [Redacted]

[Redacted]

[Redacted]

[Redacted]

■ [Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]