**Appendix No 1**

[ON THE BIDDER’S LETTERHEAD]

|  |  |
| --- | --- |
| To: | FIELDWOOD ENERGY E&P Mexico S. de R.L. de C.V. |
| Attn: | Vitaliy Kuznetsov  Sole Manager and General Director |

# **REQUEST TO PARTICIPATE IN THE TENDER**

**FOR TANK CLEANING SERVICES**

# Dear Mr. Kuznetsov,

# [FULL COMPANY NAME OF THE BIDDER] (the “**Bidder**”) hereby expresses interest in bidding for the abovementioned tender and declares conformance to the minimum requirements as per the tender notice. Please provide the RFP Package to our official representative for the bid preparation:

|  |  |
| --- | --- |
| Full Name: |  |
| Title: |  |
| Telephone: |  |
| Mobile: |  |
| Primary e-mail: |  |
| Alternative e-mail: |  |

By signing this application, the Bidder confirms that:

* the person signing this request is duly authorized to execute it on behalf of the Bidder;
* the Bidder is familiar with and accepts all the conditions in the facility and territory, where the work will be performed, services rendered and/or goods supplied;
* the Bidder unconditionally accepts all terms of the Instruction to Bidders.

The Bidder hereby guarantees the strict confidentiality of the RFP Package by executing the attached Confidentiality Letter.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |

Seal

**CONFIDENTIALITY LETTER**

This Confidentiality Letter (the “**Document**”) is executed on [DATE] 2023 (the “**Effective Date**”) by [BIDDER'S NAME] (the “**Bidder**”), incorporated in accordance with the legislation of [COUNTRY] and registered at [ADDRESS].

**WHEREAS** FIELDWOOD ENERGY E&P MEXICO, S. de R.L. de C.V. (the “**Owner**”), incorporated in accordance with the legislation of Mexico and having its office at Av. Paseo de las Palmas No. 405, 5th Floor, Suite 504, Col. Lomas de Chapultepec, Alcaldía Miguel Hidalgo, Mexico City, Mexico, is holding RFP No. [●] (the “**Tender**”); and

**WHEREAS** the Bidder wishes to take part in the Tender and needs to obtain information on the Tender for the evaluation of the Tender conditions and preparation of the Bid under the Tender (the “**Purpose**”).

**NOW THEREFORE**, the Bidder hereby agrees with the following terms and provisions, based on which the Owner intends to hand over the Confidential Information (as defined below):

1. Within the framework of this document the “**Confidential Information**” means all the corresponding information in the RFP Package provided to Bidder and other related information which the Owner may provide to the Bidder, which may include, without limitation, technical information of commercial value, ideas, concepts, maps, models, interpretations and methods of usage, notes, summaries, process schemes, operational conditions, equipment structures, know-how, trade secrets, economic indicators of the process flow, market state reports, research results, plans, programs, drawings, schemes, sketches, photos, photocopies, surveys data, analyses results, selected data, pricing data, geological and geophysical data, terms and provisions of service rendering with regard to equipment, implementation, licensing and designing, improvements in the Owner's area of activities, commercial, contractual, financial informationas well as information received from customers, partners, agents, suppliers, licensees or representatives.
2. In consideration of the disclosure of the Information of Commercial Value the Bidder undertakes to keep strictly confidential, not to disclose to anyone, sell, or provide to anyone the Confidential Information. The Bidder shall only use or permit the use of the Confidential Information for the Purpose.
3. The Bidder undertakes to restrict the access to the Confidential Information, allowing access only to the Bidder’s personnel to the extent that Bidder reasonably needs them to fulfill the Purpose. Subject to prior written consent of the Owner, the Confidential Information may be disclosed to affiliated entities or advisors of the Bidder to the extent necessary for the Purpose. The Bidder shall obtain an undertaking of confidentiality substantially in the same form and content as this Document, from each such person. The Bidder shall be liable for the fulfillment of obligations with regard to the Confidential Information described herein by Bidder’s representatives and personnel.
4. The Bidder shall organize the fulfillment by its personnel and representatives of the work mode, which envisages the storage of all documents, work elements and work results connected with the Confidential Information and information related to it in the form of protected files and in secure places equipped with access restriction facilities in order to avoid any unauthorized disclosure of the information. The Bidder undertakes to take all relevant actions to prevent any losses or thefts of the documents containing the Confidential Information and information related to it. The Bidder shall immediately inform the Owner about any such loss or theft.
5. Owner may demand the return of the Confidential Information at any time upon giving written notice to the Bidder. Within thirty (15) days of receipt of such notice, the Bidder shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies in its possession and in the possession of persons to whom it was disclosed pursuant to this Document.
6. The following shall not constitute Confidential Information, if evidenced by the Budder:

* information that was publicly available or was made public at the moment of disclosure, or became publicly available after disclosure other than through the act or omission of the Bidder or of any other person to whom Confidential Information was lawfully disclosed;
* information that was already known to the Bidder as of the Effective Date and was not received under confidentiality commitment; or
* information that is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the Bidder.

1. For the avoidance of doubt, parts of Confidential Information shall not fall under the abovementioned exceptions for the only reason of their partial inclusion in the general disclosure, which is available publicly or to the Bidder. Any combination of information disclosed in accordance with this Documents shall not fall under the abovementioned exceptions because certain elements of the combination are available publicly or to the Bidder, but only if the combination itself, the system and the principles of its operation are publicly available publicly or to the Bidder. If the information was available to Bidder under different confidentiality regime, in no event shall it fall under the abovementioned exceptions.
2. If a Bidder is obliged to disclose the Confidential Information under applicable law, the Bidder shall immediately inform the Owner about the fact, so the Owner could perform relevant legal actions to challenge the requirement under applicable law or grant its permission to the Bidder for the relevant disclosure.
3. The Owner makes no representations or warranties, express or implied, shall not as to the accuracy, completeness or other characteristics of any part of the Confidential Information.
4. Notwithstanding the end of discussions between the parties in relation to the Purpose, the Bidder's obligations under this Document shall continue in full force and effect for a period of twenty-five (25) years from the Effective Date.
5. The provisions stipulated herein shall not under any circumstances provide any license, sublicense, right of disposition or title, material interest or advantage with regard to the Owner's Confidential Information.
6. The Bidder acknowledges that damages alone would not be an adequate remedy for any breach of the terms of this Document. Therefore, without prejudice to any other rights or remedies that Owner may have, the Owner shall be entitled to seek equitable relief to protect its interest therein, including, without limitation, injunctive relief and specific performance, as well as monetary damages, for any threatened or actual breach of this Document by the Bidder or its representatives.
7. No consent to disclosure or waiver of one or more breaches of this Document by the Owner shall operate or be construed as a further consent or waiver of any future default or defaults by the Bidder. The Owner shall not be deemed to have waived, released, or modified any of its rights under this Document unless Owner has expressly stated, in writing, that it does waive, release or modify such rights.
8. The provisions of this Document shall be amended and supplemented only on the basis of a written legal document signed by the Bidder and Owner.
9. The Bidder shall indemnify the Owner and each member of its Group (each an Indemnified Person) against all liabilities, costs, expenses, damages and losses suffered or incurred by the Owner arising out of or in connection with any breach of this Document by the Bidder, including as a result of the actions or omissions of its representatives.
10. The Bidder will pay own costs and expenses incurred in connection with the Purpose, including the negotiation, preparation and execution of this Document, the bid and the evaluation and review of Confidential Information.
11. This Document shall be governed by the laws of England and Wales excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. Any dispute, controversy, difference or claim arising out of or relating to this Document, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Mexico City, Mexico. The number of arbitrators shall be one. The language of arbitration shall be English.

**IN WITNESS** of its agreement the Bidder, wishing to be bound by legal obligations provided herein, has caused its duly authorized representative to sign this instrument effective on the Effective Date.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |

Seal