

## DATA USE AGREEMENT

TRINIDAD AND TOBAGO

AN AGREEMENT entered into the.....day of....., 20.... between the Permanent Secretary, Ministry of Energy and Energy Industries, acting for and on behalf of the Minister of Energy and Energy Industries (hereinafter called the "Disclosing Party) of the one Part and .....(Name of Company)..... (hereinafter called the 'Receiving Party") of the Other Part

WHEREBY IT IS AGREED as follows:-

1. The Disclosing Party shall deliver to the Receiving Party for viewing purposes only, certain data as described in Attachment 1(hereinafter referred to as the Confidential Information).
2. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons who have a clear need to know in order to evaluate the data:
  - (a) employees, officers and directors of the Receiving Party;
  - (b) employees, officers and directors of an Affiliated Company (as hereinafter defined). "Affiliated Company" shall mean any company or legal entity which either controls directly or indirectly a Party, which is controlled directly or indirectly by such Party, or is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. "Control means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company;
  - (c) any professional consultant or agent retained by the Receiving Party for the

purpose of evaluating the Confidential Information; or

- (d) any bank financing Receiving Party's participation in exploration and production operations on the block(s), including any professional consultant retained by such bank for the purpose of evaluating the Confidential Information.
  - (e) Prior to making any such disclosure to persons under subparagraphs (c) and (d) above, however, the Receiving Party shall obtain an undertaking of confidentiality, in the same form and content as this agreement, from each such person.
  - (f) any court or legislative or administrative body or by other applicable law or the rules of any exchange on which Receiving Party's securities are listed, to disclose any Confidential Information, such disclosure is permitted provided Receiving Party provides Disclosing Party with written notice of such required disclosure.
3. The Receiving Party undertakes on behalf of its employees, officers and directors, its Affiliated Companies and their employees, officers and directors, not to disclose or permit the disclosure of any information obtained as a result of this agreement to any person(s), firm or corporation. Nor shall the Receiving Party, its Affiliated Companies, consultants and agents allow or permit any person(s) to have access to or inspect any documents drawings relating to the said information or any matter pertaining thereto.
  4. If the Receiving Party wishes to disclose to another person information which has been obtained as a result of the agreement, then the Receiving Party shall apply in writing to the Minister for his consent.
  5. For the purposes of this agreement, Confidential Information shall not include information which is in the Receiving Party's possession prior to the date of this agreement, or is subsequently obtained from a party other than the Disclosing Party

without bind of secrecy or is now or subsequently becomes public information through no fault of the Receiving Party.

6. Disclosing Party represents that it owns all the information disclosed as per Attachment 1 and is duly authorised to disclose such information as contemplated by this agreement. The Disclosing Party, 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 expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of geological and geophysical data. The Disclosing Party, its officers and employees shall have no liability whatsoever with respect to the use of and reliance upon the Confidential Information by the Receiving Party.
7. This agreement shall be governed by and interpreted in accordance with the laws of Trinidad and Tobago.

IN WITNESS WHEREOF the duly authorised representatives of the parties with due authority have hereunto set their hands the day and year herein before written.

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By Permanent Secretary  
Ministry of Energy and Energy Industries

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By Vice President

Date .....

Date.....

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Witness to Signature

.....

Witness to Signature

Date .....

Date.....

## **ATTACHMENT 1**

### **1. LIST OF DATA HERE**