

CONFIDENTIALITY AGREEMENT: DATA ACCESS

AGREEMENT No. _____

Date _____

THIS AGREEMENT is entered into at the **DEPARTMENT OF MINERAL FUELS** on the 21st-22nd Floors, Energy Complex Building B, Vibhavadi-Rangsit Road, Chatuchak Sub-district, Chatuchak District, Bangkok, by and between _____ authorized personnel of the **DEPARTMENT OF MINERAL FUELS** (hereinafter referred to as the “**Disclosing Party**”), and _____ a juristic person registered in _____ having its principal office at _____, Road _____, Sub-district _____, District _____, Province _____, by _____ the director as authorized signatory as appearing in the Affidavit issued by _____ Partnership and Company Registry Office, dated _____ (and the Power of Attorney, dated _____) attached to this Agreement (hereinafter referred to as the “**Receiving Party**”). Both parties shall be collectively referred to as the “**Parties**.”

This Agreement is a mandatory part of the petroleum bidding process for the exploration and production of petroleum as per the Cabinet Resolution in order to support and provide information regarding the petroleum exploration and production at Thailand offshore concession block number G1/61 and/or G2/61 (Data Package). The Disclosing Party will make available a data package comprising documents and media (in the form of a portable storage device or CD-ROM) and information maintained in a data room or other information the Disclosing Party deems appropriate (Collectively referred to as the “**Data**”). The Data is provided for the purpose of the petroleum bidding process for the exploration and production of petroleum. The Data shall comprise geological information and information regarding the petroleum engineering appearing in the report of the petroleum concessionaire. The Disclosing Party does not certify the accuracy of the Data. Usage of the Data shall accord with the conditions specified.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. The Receiving Party shall use the Data solely for the purpose of bidding preparation for the right to explore and produce petroleum, and not for any other purpose unless written authorization from the Disclosing Party is provided.
2. The Receiving Party and its authorized agents duly assigned to use such Data or be exposed thereto shall keep the Data confidential and shall not disclose such Data whether in whole or in part to any third party whether as oral and/or written communication as well as in the form of electronic documentation, whether corporeal or incorporeal, regardless of whether such Data was furnished

prior to, on, or after the date of this Agreement, unless written authorization from the Disclosing Party is provided.

3. The Receiving Party shall not copy or duplicate in any format i.e. as physical or electronic documentation or otherwise, change, alter, edit or damage any Data, and shall fully comply with procedures or instructions which may be given by the Disclosing Party in respect of the use of the Data as set forth in this Agreement.
4. The Receiving Party shall limit access to the Data to its authorized agents in order that they shall use such Data solely for the purpose of bidding preparation for the right to explore and produce petroleum as per the Cabinet Resolution by applying the same security measures used to secure the confidentiality of the Data, and shall ensure that any of the authorized agents who are duly assigned to use of such Data shall not disclose or disseminate the Data to the third party. The Receiving Party shall be liable for any damage incurred by the Disclosing Party under this provision and forgoes any right to objection to, or refusal of liability for, such damage.
5. Unless any applicable law states otherwise sole ownership of, and intellectual property rights in, all Data shall vest with the Disclosing Party
6. Where the Receiving Party fails to comply with any condition contain herein or there is reasonable ground to believe that the Receiving Party is in breach of this Agreement, the Disclosing Party shall be entitled to order the Receiving Party to cease and desist from usage of the Data and to return the Data forthwith. If said breach of this Agreement causes damage to the Disclosing Party, the Receiving Party shall be liable for all damages arising from such breach including damages and any expenses incurred by the Disclosing Party, as well as for any expenses related to litigation proceedings within thirty (30) days from the date the Receiving Party receives notice from the Disclosing Party.

Any damages and expenses paid under this provision shall not prejudice any of Disclosing Party's rights to demand for other compensation according to this Agreement or applicable laws.
7. The Disclosing Party reserves the right to change, amend, or terminate any provision set forth in this Agreement at any time without advance notice and the Receiving Party is not entitled to make any claim against the Disclosing Party.
8. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.
9. The Receiving Party shall arrange for its contractors, officers, employees, and subordinates who are given access to the Data to use the Data for the purposes and according to the details and conditions imposed under this Agreement.

This Agreement is made in two duplicates which contain identical content. The parties have read and understood the content.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

Signed by the **Disclosing Party**

(.....)

Title:

Signed by the **Receiving Party**

(.....)

Title:

Signed by the **Witness**

(.....)

Signed by the **Witness**

(.....)

For Translation Only