

**DRAFT AGREEMENT FOR THE
LICENSING OF DATA**

BETWEEN

**PETROLEUM DIRECTORATE SIERRA
LEONE**

AND

XXXX Company

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INTRODUCTION

This Master License Agreement (“**Agreement**”) for the use of PDSL Data and Reports is entered into this ____ day of _____, 20__, between the **Petroleum Directorate Sierra Leone** (hereinafter the “**PDSL**”), having its principal place of business at Emmanshola House, Off Regent Road, Hill Station, Freetown, in the Western Area of the Republic of Sierra Leone

AND

XXXX (hereinafter the “**Licensee**”), with its registered address at XXXX.

The PDSL and Licensee may hereinafter be individually referred to as a “**Party**” or collectively referred to as the “**Parties**” to this Agreement.

1. DEFINITIONS:

In this Agreement, the following terms shall have the following meaning:

Acquiring Entity: shall have the meaning ascribed to it in Clause 5.2.

Affiliated Company: shall mean a company or corporation:

- a) Which owns or holds, directly or indirectly, Ownership or Control of the Party in question;
- b) To which a Party holds, directly or indirectly, Ownership or Control; or
- c) In which Ownership or Control is held, directly or indirectly, by a company or corporation, which also holds the Ownership or Control of a Party.

Agreement: shall mean this Master License Agreement and its Appendices, Supplements and Licenses, as amended from time to time.

Business Day: shall mean a day when the banks in Freetown, the Republic of Sierra Leone are open for business.

Control: shall mean the ability to control or determine the management of the entity in question by the right to exercise at a general meeting, directly or indirectly, the vote of more than fifty percent (50 %) of the voting securities in issue from time to time of such entity.

Data: shall mean proprietary geotechnical information, including seismic data, well data and reports, regardless of the form or medium on which it is displayed

or stored, and which the PDSL either owns on behalf of the Government of Sierra Leone or for which it has the right to grant Licenses.

Derivatives: shall, unless specified otherwise in a Supplement, mean any product derived, generated or created from the Data, including but not limited to, any and all processed and reprocessed Data, regardless of the form or medium on which it is displayed or stored and who has performed, or contributed in, the activities which have created such Derivatives. Derivatives do not include Licensee Interpretations.

Force Majeure: shall mean an occurrence beyond the reasonable control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Agreement or the Supplement affected, and could not reasonably have avoided or overcome it or its consequences. Adverse weather conditions and/or shortage of labor, materials, equipment (or the breakdown of equipment) or supplies (unless themselves caused by a Force Majeure occurrence) and/or lack of funds shall not constitute Force Majeure.

ICC: shall mean the International Chambers of Commerce.

ICC Rules: shall mean the Rules of Arbitration of the International Chambers of Commerce.

License: shall mean a non-exclusive license to use specified Data, acquired pursuant to this Agreement.

License Fee: shall mean the cost of the License as specified in the Supplement.

Licensee: shall mean [insert full name of Licensee]

Licensee Interpretations: shall mean any analyses, reports, notes, summaries, compilations or other information created by or on behalf of Licensee or its Affiliated Companies, regardless of their form or the medium on which they are stored, printed or displayed, that are based upon space and time location of the Data but do not directly incorporate actual Data values or magnitudes or contain the underlying Data.

Ownership: shall mean, directly or indirectly, in case of a corporation or other entity which issues voting securities, at least fifty percent (50 %) (or such lesser percentage which results in actual, de facto control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, the same percentage of the interest in the profits thereof.

PDSL: shall mean Petroleum Directorate Sierra Leone, acting on behalf of the Government of the Republic of Sierra Leone.

Petroleum License: shall mean a license to explore for petroleum, recover petroleum on an appraisal basis and carry out operations and execute such works as awarded by the Government of the Republic of Sierra Leone in a particular area.

Supplement: shall mean a supplemental agreement to this Agreement, in substantially the form as provided in Appendix A.

Transfer Fee: shall mean the fee specified in each Supplement, which is payable from Licensee to PDSL in the event of an assignment pursuant to Clause 5.

In the event of any conflict between this Agreement and a Supplement, the former shall prevail, unless otherwise explicitly provided in such Supplement. A provision set forth in a Supplement shall, however, not prevail in the event it changes the rights and obligations of the Parties pursuant to this Agreement, unless signed by each Party's duly authorized representative. The right to accept such provisions may not be assigned by PDSL pursuant to Clause 5.1.

2. NATURE OF THE AGREEMENT

It is anticipated that the Licensee, may wish to license from PDSL at various times non-exclusive data packages and reports ("Data") from the areas of the Republic of Sierra Leone, which is owned by the Government of the Republic of Sierra Leone and for which the PDSL warrants it has the right to issue licenses to third parties.

3. DATA DELIVERY AND ACCEPTANCE

Upon receipt of request from Licensee to acquire a License, the PDSL shall submit a supplemental agreement ("**Supplement**") specifying the details of the requested Data. A statement of the License Fee shall accompany each Supplement. Each Supplement shall also contain the following minimum information:

- Data Package Name and Location
- Description of the Data
- Data Delivery Options / Details
- Details for Invoicing and Payment

- 3.1 Licensee shall sign the Supplement and return it to the PDSL forthwith no later than thirty (30) days after receipt of the Supplement.
- 3.2 Upon receipt of both the signed Supplement and payment of the License Fee in accordance with Clause 4, the PDSL shall send a copy of the Data covered by the License to the address specified in Clause 13, unless otherwise specified in the Supplement. The Data delivered shall be accompanied by a License stating that the Licensee is entitled to use the relevant Data pursuant to this Agreement, and a delivery form listing all the Data included in such License.
- 3.3 After dispatching Data the PDSL shall send an email notification to Licensee that the Data has been dispatched, including the courier AWB No. if applicable.
- 3.4 Licensee shall inspect the delivered material without undue delay and shall without undue delay notify PDSL in writing of any deficiencies. Provided that the PDSL has not received a notice stating a deficiency within twenty one (21) days after receipt, Licensee shall be deemed to have accepted the Data delivered.
- 3.5 In the event that PDSL has been notified of deficiencies in accordance with Clause 3.4, and PDSL reasonably agrees that they are in fact deficiencies, and such deficiencies are reasonably remediable, PDSL shall as soon as possible remedy such deficiencies. PDSL shall make available to Licensee, new copies of the parts of the Data that contained a deficiency free of charge. Such redelivery shall be Licensee's sole remedy in the event of a deficiency in the delivery.

4. PRICE AND PAYMENT CONDITIONS

- 4.1** The License Fee shall be agreed between the Parties individually for each License and shall be further specified in the invoice accompanying the Supplement. Subject to Clause 4.3, the agreed License Fee shall include applicable charges for copying, handling, reproducing, splicing, shipping, insurance, taxes, duties and other costs.
- 4.2** The License Fee shall be paid by Licensee to PDSL in accordance with the invoice within thirty (30) days after the date said invoice is received by Licensee. All payments shall be made in United States Dollars to the location indicated in each Supplement and invoice. The full License Fee will be payable by Licensee and shall not be withheld, except for withholding instructed by Sierra Leonean authorities. Invoices not paid within thirty (30) days shall be subject to an interest charge of one point five percent (1.5 %) per month.
- 4.3** In the event any sales, gross receipts, value added tax, goods and services tax, use or similar tax is levied or assessed against PDSL, as a consequence of PDSL licensing Data to Licensee, such taxes shall be for the sole account of Licensee, and Licensee agrees that it shall promptly reimburse PDSL in full for any taxes so paid by PDSL, upon receipt by Licensee of an invoice from PDSL.

5. ASSIGNMENT

- 5.1** Licensee may not assign, or in any other way dispose of, its rights or obligations under this Agreement, except as expressly authorized by this Agreement, without the prior written consent of PDSL. Such consent may be subject to Licensee's payment of 50% of the full License Fee. If no Transfer Fee is specified in a Supplement, PDSL shall inform the Licensee of the fee to be paid.

Except as otherwise provided herein, PDSL may, temporarily or permanently, assign any or all of its rights and obligations hereunder to a third party, upon written notice to Licensee. Such assignment may be made for one or more particular Supplement(s) or this Agreement as such.

- 5.2** Any event causing the Ownership or Control of Licensee to materially change shall be deemed an assignment, unless the legal entity causing the change of Control or Ownership (the "Acquiring Entity") or any of its Affiliated Companies is not, prior to such event, in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with data.

Provided that the change of Ownership or Control is deemed an assignment pursuant to the above paragraph, this Agreement shall terminate

automatically unless PDSL has given prior written consent to the assignment. PDSL may give its consent subject to Licensee's payment of the Transfer Fee. If no Transfer Fee is specified in the Supplement(s), PDSL shall inform the Licensee of the fee to be paid which shall not exceed 50% of the full License Fee. In the event that the Acquiring Entity elects not to have a License transferred to it, such License shall terminate, and Clause 7.4 shall apply accordingly.

- 5.3 It shall be considered an assignment if Licensee acquires substantially all the assets or shares or voting securities in, or merges with, any third party and such third party is, prior to such acquisition, in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with geophysical data.

In such event this Agreement shall terminate automatically unless Licensee pays the Transfer Fee. If no Transfer Fee is specified in the Supplement(s), PDSL shall inform the Licensee of the fee to be paid which shall not exceed 50% of the full License Fee. In the event that Licensee does not pay the Transfer Fee with respect to a License, such License shall terminate, and Clause 7.4 shall apply accordingly.

- 5.4 Licensee shall as soon as reasonably possible after it has become or should have become aware of any of the events listed in Clauses 5.2 and 5.3 notify PDSL of such event.

6. RESTRICTIONS ON THE USE OF DATA

- 6.1 Licensee may use the Data acquired pursuant to this Agreement, and Derivatives, for its internal purposes only, on a non-transferable, non-exclusive basis. Licensee shall not without PDSL's prior written consent have the right to show, disclose or otherwise allow access to the Data or Derivatives to anyone except as specifically provided in this Clause 6 and Clause 8.3. Copies of any confidentiality agreements between Licensee and third parties as required by the terms of this Agreement shall be promptly provided to PDSL upon written request.
- 6.2 Affiliated Companies shall have the same right of usage of the Data and Derivatives, as Licensee, provided that such Affiliated Company shall be bound by the terms, and be subject to the rights, of this Agreement to the same extent as Licensee and further provided that such Affiliated Company do not competitively bid against Licensee for any licenses of any kind, or other assets located within the same geographical area covered by such Data. In the event that an Affiliated Company ceases to exist or no longer meets the definition of an Affiliated Company, the Data and Derivatives shall automatically revert to Licensee. Should Licensee no longer exist, the Data and Derivatives shall revert to PDSL.

- 6.3** In the event that any of Licensee's Affiliated Company ceases to be an Affiliated Company, or commences competitively bidding against Licensee as described in Clause 6.2, such company's right to use, and retain copies of, the Data and Derivatives pursuant to this Clause 6 shall automatically terminate. In such event all copies of Data and Derivatives in the custody of such former Affiliated Company shall be destroyed or delivered to Licensee. PDSL may require that Licensee provides written confirmation that all Data and Derivatives has been so delivered or destroyed.
- 6.4** Subject to restrictions set out in this Agreement, including without limitation the obligation to keep the Data and Derivatives confidential, Licensee may show but not give the Data, or Derivatives:
- 6.4.1 to the extent it is required by applicable law or by the rules or regulations of any recognized stock exchange on which the shares of the Licensee or any of its Affiliated Companies are listed;
 - 6.4.2 if it is required for the purpose of any arbitration or legal proceedings or claim relating to this Agreement;
 - 6.4.3 to a bona fide intending assignee of any part of a participating interest Licensee has been granted pursuant to a Petroleum License by the Government of Sierra Leone, provided that such intending assignee has been informed of the provisions of Clause 6.7;
 - 6.4.4 to a bona fide prospective partner to a Petroleum License which Licensee is a partner in or considering to apply for, provided that such prospective partner has been informed of the provisions of Clause 6.7.
 - 6.4.5 to a bona fide prospective Acquiring Entity of Licensee, provided that such Acquiring Entity has been informed of the provisions of Clause 5.
- 6.5** Any third party to whom Licensee may show the Data and Derivatives pursuant to Clause 6.4 shall by signing a confidentiality agreement acknowledge in writing to Licensee that Licensee has advised such third party in advance of the restricted use of the Data as provided in this Agreement and that such third party agrees to observe all restrictions applicable under this Agreement.
- 6.6** No third party other than Licensee's Affiliated Companies, shall be allowed to retain copies of the Data, Derivatives or information relating thereto, save for the following:
- 6.6.1 Outside Service Providers**
- A. Consultants
The Data and Derivatives may be made available to Licensee's consultant for the sole use and benefit of Licensee provided the consultant signs a confidentiality undertaking at least as stringent

as the terms contained herein in advance of the restricted use of the Data or Derivatives. Upon completion of the work for which consultant has been engaged or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur, the consultant shall immediately destroy or return to Licensee all copies of the Data and Derivatives.

B. Processors

The Data may be made available to Licensee's processors for the purpose of creating Derivatives for the sole use and benefit of Licensee provided the processor signs a confidentiality undertaking at least as stringent as the terms contained herein in advance of the restricted use of the Data and immediately returns the Data and Derivatives to Licensee upon the completion of the work for which the processor has been engaged or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur. All Derivatives shall be marked as provided in Clause 8.2 to identify it as containing Data proprietary to PDSL.

C. Storage Contractors

The Data and Derivatives may be delivered to the custody of Licensee's storage contractor for the sole use and benefit of Licensee provided the Storage Contractor (i) signs a confidentiality undertaking at least as stringent as the terms contained herein prior to the delivery of any Data; (ii) makes such Data and Derivatives available only to Licensee or Licensee's Affiliates as authorized by PDSL as provided herein; and (iii) immediately returns all copies of the Data and Derivatives to Licensee upon completion of the service engagement with Licensee or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur.

In the event that Licensee becomes a partner in, or operator of, a Petroleum License that covers an area covered by a License, Licensee shall endeavor to have the other partners thereto acquire a License to the Data covering such area (unless they already have a License to such Data). Such partner(s) shall pay the then-current License Fee for such Data.

7. TERM AND TERMINATION

7.1 This Agreement and any Supplements hereunder shall be effective from their dates of signature and shall continue in effect until terminated in accordance with the following provisions of this Clause 7.

7.2 This Agreement shall terminate immediately in the following situations:

7.2.1 In accordance with Clause 5.2; or

7.2.2 If Licensee voluntarily files a petition in bankruptcy or assigns, voluntarily or involuntarily, its assets for the benefit of its creditors or if proceedings are commenced against or by Licensee under any bankruptcy, insolvency or similar event; or

7.2.3 If Licensee commits a breach relating to the provisions of this Agreement relating to the use, showing, disclosure, assignment or other disposition of the Data or Derivatives, and Licensee does not within thirty (30) days following notice receipt of such breach from PDSL pay to PDSL the then-current full License Fee for each person or entity to whom it has showed, disclosed, assigned or in any other way disposed of the Data or Derivatives; or

7.2.4 If Licensee fails to make any payment for Data or Derivatives as set forth in this Agreement or applicable Supplement and subsequently fails to remedy such breach within fourteen (14) days following the date of written notice from PDSL, or

7.2.5 If Licensee fails to comply with any other provision of this Agreement than mentioned in Clause 7.2.3 or 7.2.4 above, and subsequently fails to remedy such breach to the reasonable satisfaction of PDSL within thirty (30) days.

7.3 A License shall terminate:

7.3.1 in accordance with Clause 5.2;

7.3.2 in accordance with Clause 5.3; and

7.3.3 in accordance with Clause 6.7.

7.4 Effects of Termination

7.4.1 Upon termination of this Agreement or Supplement, regardless of the cause, Licensee shall return all Data and, subject to the below, any Derivatives relative to this Agreement (or the License if only a License is terminated) to PDSL within thirty (30) days, unless PDSL instructs that any of such is, instead, destroyed.

With respect to Derivatives, Licensee shall endeavor to have any such Derivatives returned to PDSL, but may, if such Derivatives are protected by third party intellectual property rights that prevents such

return to PDSL, choose to destroy or have destroyed such Derivatives within thirty (30) days. Licensee shall furnish PDSL with an overview of any such Derivatives and consult with PDSL in due time before any Derivatives are destroyed.

With respect to any Data or Derivatives stored on computer media, the Parties acknowledge that additional time may be required to destroy or delete such Data or Derivatives, allowing for the required computer back-up cycle to be completed.

Licensee shall certify in a manner satisfactory to PDSL that all Data and Derivatives have been returned or destroyed.

The Parties hereby agree that Licensee Interpretations shall not be affected, returned, or destroyed and shall remain the property of Licensee.

- 7.4.2 Notwithstanding the preceding paragraph, it is understood that Licensee's computer systems may be periodically backed up creating copies of all information resident in these systems. To the extent Licensee's computer back-up procedures create a copy which includes Data and Derivatives, Licensee may retain such copy for the period it normally archives back-up computer records or six (6) weeks, whichever occurs first.

Any time Licensee uses such archive (back-up) tapes for restoring its systems, the respective Data and Derivatives governed under such terminated licenses must immediately be deleted from both the archive media and the restored system.

Within five (5) days of deletion of all Data and Derivatives from Licensee's computer back-up archives, Licensee shall provide PDSL written certification, executed by an officer of Licensee, that all copies of the Data and Derivatives previously retained by Licensee in its back-up computer archives, have been deleted from Licensee's archive systems.

- 7.4.3 For a period of twelve (12) months from the termination of this Agreement or a License, and if applicable twelve (12) months from the removal of all Data and Derivatives from Licensee computer backups, all in accordance with this Clause 7.4, PDSL shall have the right upon reasonable notice and at reasonable times during normal working hours to audit Licensee's (including Affiliated Companies') premises, systems and storage sites to verify that all of the affected Data and Derivatives have been returned or destroyed.
- 7.4.4 Any continuing obligations of this Agreement, such as the obligation to keep this Agreement and the Data and Derivatives confidential, shall survive termination.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 Licensee acknowledges that all property and intellectual property rights to the Data and Derivatives shall vest in the Government of the Republic of Sierra Leone, and Licensee agrees to protect and keep the said confidential during the term of this Agreement and thereafter.

8.2 Licensee can make copies of any Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all such copies shall at all times bear a notice indicating that PDSL is the owner of the data. The notice may be a copy of the original notice provided by PDSL or may be in the following form:

"WARNING: This Data is owned by and a trade secret of the Government of the Republic of Sierra Leone. All rights reserved. The use of this data is restricted to companies having a valid license for this data with the Petroleum Directorate Sierra Leone. The data may be used, disclosed or transferred only as expressly authorized in the data use license agreements. Unauthorized disclosure, use, reproduction, reprocessing, or transfer of this data to or by a third party is strictly prohibited."

8.3 Each Party agrees that this Agreement and the terms hereof and thereof, and all Data and Derivatives, are confidential and may not be disclosed to any individual or entity without the other Party's prior written consent, except that this Agreement and the Data and Derivatives may be disclosed:

8.3.1 to PDSL's and Licensee's directors, officers or employees as required in the performance of their duties;

8.3.2 as required by law or regulatory or judicial order;

8.3.3 to outside auditors and counsel to the extent necessary to perform their duties to the Licensee;

8.3.4 to any bank or other financial institution or entity funding or proposing to fund the Licensee's activities pursuant to any Petroleum License, including any consultant retained by such bank or other financial institution or entity; or

8.3.5 pursuant to and in accordance with the provisions of Clauses 5 and 6 above, and otherwise in accordance with this Agreement.

8.4 Prior to disclosure Licensee shall ensure that all of its directors, officers or employees who have access to the Data and Derivatives as well as any individual or legal person listed in Clauses 8.3.3 and 8.3.4 above, are informed of and agree to comply with the obligation to keep such Data and Derivatives in strict confidentiality by signing a confidentiality agreement which ensures that the Data and Derivatives are not used in any other way than as explicitly permitted by this Agreement. Licensee shall enforce such obligation at its own expense.

- 8.5** Each Party shall keep confidential any information it obtains knowledge to regarding the other Party or any of its Affiliated Companies' internal affairs, working practices, "know-how" and other sensitive information.

9. ANTI CORRUPTION AND LAW ABIDANCE

- 9.1** No person acting directly or indirectly on behalf of a Party has requested, accepted, proposed, given or paid and shall not request, accept, propose, give or pay, directly or indirectly:

- 9.1.1 any commissions, fees, or rebates to any officer, employee or agent of the other Party;
- 9.1.2 gifts or entertainment of any significant cost or value to the other Party or its Affiliated Companies; or
- 9.1.3 any business arrangements with employees or officers of the other Party.

The Parties shall notify each other promptly of any violation of this Clause 9.1. Each Party may audit the other's record relating to this Agreement in the event that such Party reasonably suspects that there has not been compliance with this Clause 9.1.

- 9.2** Neither Licensee nor its Affiliated Companies, nor any person acting on directly or indirectly on behalf of any of the said, shall make, directly or indirectly, any offer, payment, gift, promise to pay or authorize any payment of money or anything of value, directly or indirectly, to or for the use or benefit of any official or employee of any Sierra Leonean Governmental entity or instrumentality thereof, including any employee of a regulatory agency or state-owned company, or to or for the use or benefit of any political party, official or candidate unless such offer, payment, gift, promise or authorization is lawful under the written laws and regulations of Sierra Leone.

PDSL may audit Licensee's record relating to this Agreement in the event that PDSL reasonably suspects that there has not been compliance with this Clause 9.2.

- 9.3** Both Parties agree that it and all its officers, employees and agents will comply fully with all applicable laws, statutes and regulations, including without limitation laws etc. relating to anti-corruption and anti-bribery, and to conduct itself in keeping with high ethical standards.

10. WARRANTIES AND INDEMNITIES

- 10.1** The Data delivered hereunder are, to the best of the knowledge, information and belief of PDSL, accurately prepared in accordance with

accepted practice of the geotechnical profession at the time of creation, but PDSL makes no representation or warranty of any kind or description in respect thereto and such Data will be delivered hereunder according to the Agreement, with the understanding that any action Licensee and its Affiliated Companies may take based thereon shall be at its own responsibility.

- 10.2** PDSL will protect, defend and hold Licensee harmless from and against any and all claims, demands, liability, suits, and judgments which may be made or established against Licensee by any third party or employee of PDSL arising out of or related to PDSL's ownership of the Data and Derivatives or the conduct by PDSL of its operations in acquiring and processing the Data pursuant hereto, provided Licensee notifies PDSL promptly in writing of any such claim against it and gives PDSL authority, information and assistance (at PDSL's expense) for the defense or assistance in defense of such proceeding. Licensee may be represented by its own counsel (at Licensee's expense), and may participate in proceedings to which it and PDSL are defendants without compromising this indemnity.
- 10.3** PDSL represents that all Data and information subject hereto has been obtained under proper consents from the holder of patents and trade secrets, if any, concerning any of the instruments, equipment, methods and procedures used in acquiring such Data and information. PDSL hereby protects, indemnifies and holds Licensee harmless from and against any claim, demand, liability, damages and judgments resulting from any alleged infringement of patents or trade secrets arising out of the use by PDSL of such instruments, equipment, methods or procedures.
- 10.4** PDSL makes no representation that oil and gas reconnaissance authority, or Petroleum License will be granted, or other exploration activity will be authorized, for areas covered by the Data and/or Derivatives by any individual, corporation, government entity or other third party and any implied warranty or representation to that effect is hereby expressly negated.
- 10.5** PDSL shall in no event be liable to Licensee or any other parties for any indirect or consequential damages resulting from or arising out of this Agreement or the use by Licensee or any other parties of the Data and/or Derivatives, including, without limitation, loss of profit or business interruption, however the same may be caused.
- 10.6** Save and except for claims arising out of a breach of PDSL's representations in Clause 10.2 and 10.3, Licensee's sole and exclusive remedy for any claim hereunder shall be limited to repayment of the License Fee by PDSL in exchange for return of the Data and Derivatives by Licensee.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1** This Agreement shall be governed by the laws of the Republic of Sierra Leone.
- 11.2** Any dispute or difference in relation to or in connection with any of the terms and conditions of this Agreement shall be resolved by consultation and negotiation between the Parties. A notice of the existence of a dispute shall be given by a Party to another in accordance with the provisions of Clause 13. In the event that no agreement is reached within thirty (30) Business Days after the date of such notice, or such longer period that is agreed between the Parties, either Party shall have the right to have such dispute resolved through international arbitration under the rules and procedures and under the auspices of the International Chamber of Commerce (the “**ICC**”) and adopting the Rules of Arbitration of the International Chambers of Commerce (the “**ICC Rules**”) which ICC Rules are deemed incorporated by reference into this Clause 11.
- 11.3** The tribunal shall consist of three (3) arbitrators, unless mutually agreed by both Parties for the dispute to be settled by a sole arbitrator under the ICC Rules. In the event that both Parties do not agree to a sole arbitrator each Party to the dispute shall appoint one (1) arbitrator and those so appointed shall designate a third arbitrator who shall act as the umpire arbitrator of the arbitral tribunal. If a Party’s arbitrator and/or the umpire arbitrator is not appointed within the periods provided in the ICC Rules, such Party’s arbitrator and/or the umpire arbitrator shall at the request of any Party to the dispute be appointed by the ICC International Court of Arbitration in accordance with the ICC Rules.
- 11.4** The arbitration proceedings shall be conducted in London, England, or at such other location as selected by the Parties in writing. The proceedings shall be conducted in the English language.
- 11.5** Arbitration shall be the exclusive method of determining a dispute under this Agreement. The arbitration award shall be kept confidential for a period of ten (10) years after the effective date of the arbitration award.
- 11.6** Insofar as practicable, the Parties shall continue to implement the terms of this Agreement notwithstanding the initiation of arbitral proceedings and any pending disputes.
- 11.7** The provisions set out in this Clause 11 shall continue after the termination of this Agreement where notice of the existence of a dispute was given prior to termination.
- 11.8** An award or decision, including an interim award, in arbitral proceedings pursuant to this Clause 11 shall be binding on the Parties and judgment

thereon may be entered in any court having jurisdiction for that purpose. Each of the Parties hereby irrevocably waives any defenses based upon sovereign immunity and waives any claim to immunity:

11.8.1 in respect of proceedings to enforce any such award or decision including, without limitation, immunity from service of process and from the jurisdiction of any court; and

11.8.2 in respect of immunity from the execution of any such award or decision against the property of the Republic of Sierra Leone held for a commercial purpose.

12. FORCE MAJEURE

12.1 In the event that either Party is prevented from performing any of its obligations under this Agreement by Force Majeure, that Party's obligations shall be suspended during the period of such Force Majeure. Each Party shall use reasonable endeavors to avoid, circumvent and overcome the circumstances of Force Majeure.

12.2 The Party affected by a Force Majeure event shall give the other Party written notice thereof as soon as possible, but no later than five (5) days after having been so affected or after becoming aware that it may be so affected. Such notice shall contain full particulars of the Force Majeure event, together with that Party's best estimate as to the likely duration thereof. The failure to give any such notice shall preclude such Party from claiming Force Majeure.

12.3 If due to the event of Force Majeure one of the Parties fails to perform its obligations over a period of sixty (60) days since the date of its occurrence, the Parties shall negotiate within one week after the sixty (60) day period of non-performance in order to determine the course of action to be taken with a view to remedying the situation. If the Parties cannot reach agreement on the action to be taken either Party shall be entitled to terminate this Agreement.

12.4 The affected Party shall notify the other Party of the cessation of the Force Majeure event within a period of no more than five (5) days after such cessation.

13. NOTICES

13.1 All notices and other communications provided for in this Agreement hereunder shall be in writing. Wherever practicable, all such notices will be given by email. Where this is not practicable, notices may be delivered by hand to an authorized representative of the Party to whom directed or shall

be sent by registered airmail or (postage and charges prepaid) to the Parties at the following addresses, quoting the relevant Agreement number.

13.2 Any notice or notices required by the terms of this Agreement to be given by Licensee and PDSL shall be addressed as follows:

Licensee:

Licensee's name

Address

Address

Address

Email Address.

PDSL:

Petroleum Directorate Sierra Leone

Emmanshola House

Off Regent Road, Hill Station

Freetown

Sierra Leone

Email Address:

Or at such other addresses as Licensee and PDSL may from time to time advise each other in writing.

13.3 Unless otherwise provided herein, notices and other communications shall be deemed received as follows:

13.3.1 when delivered by hand, on the day of delivery provided such day is a Business Day and delivery is made at least one hour prior to close of business in recipient's office;

13.3.2 when sent by registered airmail, on the seventh day following date of posting; and

13.3.3 when sent by email, on the day of transmission provided such day is a Business Day and transmission is made at least one hour prior to close of business in the recipient's office.

14. ENTIRE CONTRACT

14.1 There is no understanding or agreement relative to this Agreement that is not fully expressed herein and no modifications, amendments or addendum to this Agreement may be effected unless such is in writing and signed by an authorized representative of both Parties. This Agreement may also be superseded with another agreement by the mutual consent of the Parties.

15. COUNTERPART EXECUTION

15.1 This Agreement may be executed in counterparts and each counterpart shall be deemed an original agreement for all purposes, provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart. For purposes of assembling the counterparts into one document, disclosing Party is authorized to detach the signature page from one counterpart and, after signature thereof by receiving Party, attach each signed signature page to a counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate originals, of which each Party has taken one.

Petroleum Directorate Sierra Leone

[INSERT LICENSEE NAME]

By _____

By _____

Signature_____

Signature_____

Title _____

Title _____

Date _____

Date _____

APPENDIX A
SUPPLEMENT AGREEMENT

PETROLEUM DIRECTORATE SIERRA LEONE

Master License Agreement# [enter details]

Supplemental Agreement # [enter details]

LICENSEE: [enter company name]

LICENSOR Petroleum Directorate Sierra Leone

[enter company address]

[enter address]

ATTN: [enter details]

ATTN: [enter details]

Data Description: [enter details]

Description of Area: [enter details]

Description of Data format: See Schedule of Deliverables

Media: USB / DVD

License Fee:

This is a bespoke Data Package created specifically for XXXXXXXX.

The cost of the Data Package is \$ ***** (USD)

This is made up as follows:

Data Delivery:

This data package will be couriered from PDSL office Freetown, Sierra Leone. The data package will be delivered to:

Name

Address

Telephone

Email address

XXXXXXX is responsible for any applicable local country taxes that maybe due.

Terms: The use of this Supplemental Agreement is subject to the terms and conditions of Master License Agreement # [enter details] dated [enter date] by and between Licensee and Licensor (PDSL).

PDSL shall invoice the Licensee a total of 100% of the License Fee to be paid directly to PDSL.

The terms of the invoice shall be thirty (30) days from issuing of the invoice.

Assignment and Transfer Fee:

In the event that, during the term of the Master License Agreement, an assignment takes place, with PDSL’s approval, and as described in Clause 5 of the Master License Agreement, a Transfer Fee will be applicable.

The Transfer Fee shall amount to [insert percentage] of the Licence Fee.

LICENSEE:

On behalf of LICENSOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title:

[enter map of area]

Outline of data to be delivered