

DATA SHARING AND CONFIDENTIALITY AGREEMENT

between

[Company Name – the Operator]

and

[•]

DATA SHARING AND CONFIDENTIALITY AGREEMENT

This data sharing and confidentiality agreement (the "Agreement") is made and entered into on the date hereof by and between:

[Company name], business registration no. [•] (the "Operator"), acting in its capacity as operator of the Production Licenses and on behalf of the License Groups, (the "Providing Party") and

[•], business registration no. [•] (the "Receiving Party"),

collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, the licensees on the Norwegian Continental Shelf (the "NCS"), are in possession of data regarding the depth, topography, sediment composition, containments, biotopes and habitats as a result of their activities under the production licenses awarded on the NSC.

WHEREAS, the Norwegian Mapping Authority, the Geological Survey of Norway and the Institute of Marine Research are collaborating in researching the depth, topography, sediment composition, containments, biotopes and habitats in Norwegian waters through the Mareano-project (the "Research Project").

WHEREAS, from the Area of Predefined Award ("APA") in 2019 the Ministry of Petroleum and Energy has established as a license condition that the licensees shall share data from mapping of the sea bottom with the Receiving Party for use in the Research Project.

WHEREAS, Offshore Norge has established a guideline for data sharing with the Receiving Party to facilitate a consistent implementation of the license condition and establish a norm for which data to share with the Receiving Party, including also potential data for Production Licenses awarded before APA 2019.

WHEREAS, the obligation to share data does not apply to data bound by confidentiality obligations and data which, for competition reasons, it is important to keep secret.

WHEREAS, the Parties also agree that sensitive security related information shall be kept secret and, if shared, should be managed with special care.

WHEREAS, the information to be shared pursuant to the guideline may be subject to Section 85 of the Petroleum regulations (Regulation no. 653/1997) and Freedom of information Act (Act no. 16/2006), but may nevertheless in whole or in parts be covered by Section 13 and the following Sections of the Freedom of information Act (Act no. 16/2006) and/or Section 13 and the following Sections of the Public Administration Act (Act 10-02-1967).

WHEREAS, in compliance with the license condition, the Providing Party is prepared to disclose and the Receiving Party is prepared to receive certain data and information in accordance with the terms and conditions in this Agreement.

NOW, THEREFORE, the Parties have agreed as follows:

1 DEFINITIONS

Disclosed Information: means any and all commercial, technical and other information and data (including but not limited to any knowledge, trade secrets, scientific material, data, drawings, samples, reports, surveys, evaluations, charts, photos, recordings, analyses, interpretations, studies, maps, plots, notes, documents, specifications, devices, demonstrations, information concerning the structure, design and code of software, know-how and other materials or whatever description whether or not subject to or protected by copyright,

patent, trademark, registered or unregistered or otherwise) disclosed to or communicated directly or indirectly in writing, orally or in electronic form or that has otherwise become known to the Receiving Party in connection with and subject to this Agreement.

Licensee(s): shall mean each participating company or all participating companies in a License Group.

License Group(s): shall mean the Licensees participating in the joint venture(s) established in relation to the respective Production License(s).

Ownership: comprises law of properties, patents, patent applications, inventions, copyrights and other intellectual property rights.

Processing: means any operation or set of operations which is performed on the Disclosed Information, whether or not by automated means, such as collection, interpretation, recording, organization, structuring, storage, adaptation, consultation and use.

Production License(s): shall mean each of the licences for exploration, exploration drilling and production of petroleum deposits awarded in accordance with Section 3-3 of the Petroleum Act (Act no. 72/1996) operated by the Operator at any given time as updated in the Norwegian Petroleum Directorate's Petroleum Register, or all of the listed licenses.

Purpose: means the Receiving Party's rights to Process and use the Disclosed Information in the Research Project for non-commercial purpose, internal research and teaching purposes.

2 DATA SHARING

The Disclosed Information will be made available to the Receiving Party under the conditions set out in this Agreement.

The Providing Party will arrange to ship or transfer the Disclosed Information to the Receiving Party and is responsible for the Disclosed Information until it is delivered.

3 NO REPRESENTATION AND WARRANTY

The Providing Party hereby represents and warrants it has the right and authority to disclose the Disclosed Information to the Receiving Party (or its representatives). However, whilst the Providing Party discloses the Disclosed Information in good faith it makes no representation or warranty, express or implied, as to the quality, accuracy, validity, correctness, interpretation or completeness of any of the Disclosed Information so disclosed.

In particular, the Receiving Party acknowledges that all Disclosed Information has been acquired for the data owner's specific purpose and may not be adequate or fit for other purposes, including the Purpose and that the Disclosed Information provided may be incomplete, generalised or aggregated. Any interpretations of data provided as part of the Disclosed Information is for reference only and may not give an accurate, complete or up to date presentation of the data.

Any use or reliance upon the Disclosed Information by the Receiving Party shall be at the sole risk of the Receiving Party. Except to the extent prohibited by law, the Receiving Party assumes all liability for damages

arising from its use, storage or disposal of the Disclosed Information. The Providing Party will not be liable to the Receiving Party for any loss, claim or demand due to or arising from the use of the Disclosed Information.

The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit or any indirect or consequential damages or losses.

This Agreement does not create joint liability between the License Groups, and each License Group shall be responsible only for its obligations as set out herein.

4 OWNERSHIP, PROCESSING AND USER RIGHTS

The Providing Party shall retain the Ownership and all rights to the Disclosed Information provided to the Receiving Party.

The Receiving Party may Process the received Disclosed Information as it wishes, in accordance with this Agreement, for the Purpose set out above.

Notwithstanding article 5 below, the Receiving Party has the right to publish processed, edited or interpreted products based on the Disclosed Information, in accordance with the Purpose. The right to publish shall however not apply for information that may reveal sensitive details about infrastructure, or about operations that can have a security dimension.

5 CONFIDENTIALITY

The Receiving Party shall keep the Disclosed Information disclosed or communicated, directly or indirectly, from the Providing Party in strict confidence and agrees that in the handling and storage of the Disclosed Information it will employ controls, protections and safeguards at least as stringent as the Receiving Party would employ in the handling and storage of its own proprietary data and information.

The Receiving Party shall not use Disclosed Information for any other purpose than the Purpose specially stipulated in this Agreement.

The Receiving Party shall not transfer or disclose in any way any part of the Disclosed Information, either directly or indirectly, to any other party or permit its use within its institution other than to those employees, officers and/or directors of the Receiving Party who reasonably require the same in connection with the Purpose without (in each case) prior written consent from the Providing Party.

This Agreement shall apply to all Disclosed Information disclosed by the Providing Party whether this has happened before or after the date of signature of this Agreement.

The obligation for confidentiality shall not apply if the Disclosed Information:

- a) was at the time of receipt published or otherwise generally available to the public;
- b) has after receipt by the Receiving Party been published or become generally available to the public otherwise than through any act or omission on the part of the Receiving Party;
- c) was already in possession of the Receiving Party at the time of receipt without any restriction on disclosure;

- d) was rightfully acquired from a third party without any undertaking of confidentiality;
- e) was developed independently by the Receiving Party without any connection to the Agreement; or
- f) is required to be disclosed by applicable law or court order.

In the event the Disclosed Information in whole or in part becomes subject to the Freedom of information Act (Act no. 16/2006) and the Receiving Party receives a request for access (*innsynsbejæring*) to whole or parts of the Disclosed Information, the Receiving Party will prior to deciding whether to accept such a request, consult the Providing Party. In its assessments, the Receiving Party will duly take account of the Purpose of sharing of Disclosed Information, the regulations of this Agreement and Section 13 and the following Sections of the Freedom of information Act (Act no. 16/2006) and Section 13 and the following Sections of the Public Administration Act (Act 10-02-1967).

6 USE OF SUB-PROCESSORS

The Receiving Party may use third parties or subcontractors ("**Sub-Processors**") to assist with the Processing of data under this Agreement.

For the avoidance of doubt, the use of Sub-Processors does not in any way relieve the Receiving Party of any duties, obligations or liabilities under this Agreement. The Receiving Party undertakes that each Sub-Processor, prior to Receiving Party's disclosure, undertakes written confidentiality obligations at least as restrictive as herein contained but excluding the exceptions set out in this Agreement, and the Receiving Party shall thereafter take all reasonable precautions to observe that such Sub-Processors comply with the obligations provided therein.

7 DURATION

This Agreement shall commence on the date of the last signature below and will continue in effect between the Receiving Party and each License Group for the duration of the Research Project or until the expiry of the license period of the Production License, whichever comes first.

After termination, Articles 3, 4, 5 and 9 of the Agreement shall remain valid between the Parties. Upon completion of the Research Project, the Receiving Party will discontinue all use of the Confidential Information, and upon request of the other Party, return or destroy any Confidential Information unless otherwise has been agreed in writing between the Parties.

8 AMENDMENTS

Any amendments and changes to this Agreement shall be made in writing.

9 GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with Norwegian law.

Disputes arising in connection with or as a result of the Agreement, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the Parties agree otherwise. Any court proceeding shall be brought before the District Court in Stavanger.

Licensees of a License Group shall have the right to pursue and defend rights, duties, obligations and liabilities under this Agreement which it may have towards the Receiving Party. A Licensee's pursuit and defence of its individual rights, duties, obligations and liabilities shall be limited to the Licensee's proportional share of such rights, duties, obligations and liabilities corresponding to the Licensee's participating interest in the relevant Production License.

The duly authorised representatives of the Parties have signed this Agreement electronically.

[The Operator - Company name]

[Company name]

[navn]

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