

TIE-IN AGREEMENT

IN RESPECT OF THE TIE-IN OF

[XX]

TO

[YY] TRANSPORTATION SYSTEM

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This Agreement is made and entered into on [date] [month] 20XX by and between:

YY, a joint venture organised and existing under the laws of Norway, comprising the following companies or the successors in interest or assignees of said companies with the present participating interests:

(hereinafter called “YY” or “Host Party” in accordance with definition 5 in STC Article 1.1) of the first part, and

XX, a joint venture organised and existing under the laws of Norway, comprising the following companies or the successors in interest or assignees of said companies with the present participating interest:

(hereinafter called the “Tie-in Party” in accordance with definition 9 in STC Article 1.1) of the second part.

WHEREAS, the Host Party is the owner of the YY Transportation System (as hereinafter defined), and

WHEREAS, the Tie-in Party has decided to design, construct, own and operate a pipeline for transport of natural gas from [insert location] to [insert location], and

WHEREAS, YY is represented by its operator, and

WHEREAS, the Tie-in Party is represented by its operator, and

WHEREAS, the Tie-in Party wish to tie-in its pipeline to the YY Transportation System, and

WHEREAS, the Parties wish to enter into this Agreement in order to establish the terms upon which the Tie-in Work will be performed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS, AGREEMENT DOCUMENTS AND INTERPRETATION

1.1 Definitions

The following terms shall have the meaning as stated below:

1. "Agreement" shall mean the Special Terms and Conditions ("STC") and the Appendices listed in STC Article 1.2.
2. "YY Transportation System" shall mean [*insert description*] operated and owned by the Host Party.
3. "Effective Date" shall mean
4. "Host Facilities" shall mean all YY owned facilities, including but not limited to
5. "Host Party" shall mean YY.
6. "Ownership Boundary" shall have the meaning as described and shown in Appendix B, Article 2.
7. "Tie-in Equipment" shall mean all new equipment installed by the Tie-in Party and needed for the Gas export from the gas export pipeline to the Host Facilities, including but not limited to the Tie-in Facilities.
8. "Tie-in Facilities" shall have the meaning as described in Appendix B, Article 1.1
9. "Tie-in Party" shall mean XX.
10. "Tie-in Work" shall mean the work described in STC Article 5.
11. "Transferred Equipment" shall mean the Tie-in Facilities.

Further terms applicable to this Agreement are defined in Appendix A.

1.2 Appendices

The appendices listed below are part of this Agreement:

- Appendix A: General Terms and Conditions for Tie-in and Operation ("GTC")
- Appendix B: Scope of Work and Ownership Boundary

In the event of any conflict between the various parts of this Agreement, they shall be given priority in the following order:

- a) STC
- b) Appendix A (GTC)
- c) Appendix B

2 CONSENT TO TIE-IN

2.1 The Host Party agrees that the Tie-in Party may tie-in to the YY Transportation System on the terms and conditions provided in this Agreement.

3 CAPACITY OF THE PARTIES

3.1 Within the respective joint ventures constituting the Parties, the Participants' obligations and liabilities under this Agreement shall be several and not joint and collective in accordance with their interest in the Host Party and the Tie-in Party respectively, as applicable from time to time.

4 REPRESENTATIVES AND NOTICES

4.1, shall act as the representative for the Host Party, shall have the same rights and obligations as the Host Party under this Agreement, and warrants that is authorized and empowered to act on behalf of the Host Party under this Agreement and to sign the Agreement.

....., shall act as the representative for Tie-in Party, shall have the same rights and obligations as the Tie-in Party under this Agreement, and warrants that is authorized and empowered to act on behalf of Tie-in Party under this Agreement and to sign the Agreement.

4.2 Unless otherwise expressly stated, every notice and request provided for herein shall be in writing to the other Party at the following addresses.

Concerning the Host Party:

Concerning the Tie-in Party:

Fax No.:

Fax No.:

5 TIE-IN WORK

5.1 Tie-in Work

Tie-in Party shall perform or cause to be performed the Tie-in Work. The Tie-in Work is described in Appendix B. The Parties shall agree on design, construction and installation of the part of the Tie-in Equipment affecting the Host Facilities in accordance with GTC Article 2.1.

Tie-in Work offshore shall include all work including, but not limited to, the use of vessels and anchoring, diving operations and use of hyperbaric welding spreads to the extent said acts are related to the connection of the Tie-in Equipment to the Host Facilities.

5.2 Pre-Commissioning and RFO

Tie-in Party shall perform or cause to be performed the Pre-Commissioning and RFO of the Tie-in Equipment and necessary modifications as described below.

Tie-in Party shall perform or cause to be performed the design, procurement, installation and operation of the temporary facilities necessary for the Pre-Commissioning and RFO related to the previous paragraph.

Temporary facilities shall be removed or caused to be removed by Tie-in Party after completion of the RFO activities, unless otherwise agreed.

6 CONDITIONS PRECEDENT

This Agreement is conditional upon the approval by the authorities of the Plan for Installation and Operation and /or the Development Plan of/for the [*insert facilities/field*] on conditions acceptable to XX.

Executed in originals as of the day and year first above written:

[YY]

Name:

Title:

Date:

[XX]

Name:

Title:

Date:

APPENDIX A

GENERAL TERMS AND CONDITIONS

FOR

TIE-IN AND OPERATION

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1. DEFINITIONS

The following terms shall have the meaning stated below.

1. “Affiliate” shall mean any enterprise:
 - a) which owns or holds directly or indirectly more than fifty percent (50 %) of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest in a Participant hereto,
 - b) in which one of the Participants hereto owns or holds directly or indirectly more than fifty percent (50 %) of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest, and/or
 - c) of which more than fifty percent (50 %) of the share capital or the votes are owned or held directly or indirectly or which in any other way directly or indirectly is controlled by one or more enterprise(s) which owns or hold directly or indirectly more than fifty percent (50 %) of the share capital or the votes or in any other way exercises directly or indirectly a controlling interest in a Participant hereto.
2. “Agent” shall mean any person who has been appointed by a Party and who acts on behalf of that Party with regards to that Party’s rights and obligations in connection with the Agreement.
3. “Agreement” shall have the meaning defined in the STC.
4. “Business Day” shall mean any calendar day that is neither a Saturday, a Sunday or public holiday in Norway.
5. “Confidential Information” shall mean any and all commercial, technical and other information and data which is either directly or indirectly and in whatever form disclosed to a Party by the other Party pursuant to and subject to this Agreement, and may include but is not limited to economic models, engineering studies, maps, plots, drawings, documents, minutes of meetings, agreements and interpretations.
6. “Contractor(s)” shall mean any person(s) or company(ies) who has entered into an agreement with a Party for the supply of materials and/or services under the scope of this Agreement and who acts in its own name and on its own behalf.
7. “Occurrence” shall mean:
 - a) in the case of an one-off occurrence, means that occurrence;
 - b) in the case of a continuing occurrence, means the whole of that occurrence;and

- c) in the case of an occurrence which is one of a series of occurrences all caused by or attributable to a particular incident, happening or event, means all those occurrences collectively
- 8. “Participant” shall mean any of the participating companies in the Host Party and/or the Tie-in Party. “Participants” shall mean each and all of the participating companies in the Host Party and/or the Tie-in Party as the case may be.
- 9. “Party” shall mean either the Host Party or the Tie-in Party and “Parties” shall mean the Host Party and the Tie-in Party.
- 10. “Pre-Commissioning” shall mean cleaning, testing, debugging, activating and operation of the Tie-in Equipment that can be done after mechanical completion but before bringing processed hydrocarbons into the systems.
- 11. “Ready for Operation” (or “RFO”) shall mean welding sphere removal, cleaning and gauging, hydrotesting, dewatering, pressurising, drying and the first introduction of hydrocarbons into the Tie-in Equipment which includes all subsequent activities necessary to achieve successful mechanical and operability tests to verify that the Tie-in Equipment will be able to operate as intended on a regular basis.
- 12. “Reasonable and Prudent” when used to describe the standard of care to be exercised by a Party in performing its obligations hereunder shall mean that degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced companies engaged in the same line of business under the same or similar circumstances and conditions having due consideration to the interests of the other Party.
- 13. “Special Terms and Conditions” or “STC” shall mean the part of the Agreement to which this GTC is attached.
- 14. “Subcontractors(s)” shall mean any person(s) or company(ies) who has entered into an agreement with a Contractor for the supply of materials and/or services under the Agreement and who acts in its own name on its own behalf.
- 15. “Tie-in Schedule” shall mean the plan for activities to be carried out by the Tie-in Party. This plan shall also include the activities performed or caused to be performed by the Host Party at the Host Facilities.
- 16. The terms “Host Facilities”, “Host Party”, “Ownership Boundary”, “Tie-in Equipment”, “Tie-in Party”, “Tie-in Work” and “Transferred Equipment” shall have the meaning as defined in STC.

2 TIE-IN WORK

2.1 General Provisions

The Parties acknowledge that the Tie-in Work shall be performed under the general direction of the Host Party and in accordance with established practice for the operation of the Host Facilities. The Host Party shall have the right to review, approve and modify the design and plans for execution of construction and installation related to the Tie-in Work which are essential for the safety and operational requirements of the Host Party. Any modifications of the design and plans for execution by the Host Party shall be communicated to the Tie-in Party as soon as reasonably possible.

The Parties shall provide each other with relevant data and specifications related to the Host Facilities and the Tie-in Equipment as required. Further the Parties shall keep each other properly informed of the progress as regards the work the Parties are performing as part of the Tie-in Work.

The Parties appreciate the necessity of adhering to the Tie-in Schedule. In any matters that need to be commented upon or agreed, the Parties agree to make their best endeavours to meet scheduled dates to minimise impact on the Tie-in Schedule and the Host Party.

Plans for the Tie-in Work shall be developed and executed with the objective to cause the least possible interference with the Host Party's ongoing operations.

The Parties shall use their best endeavours to co-ordinate their activities to avoid any shut-down of the Host Facilities, or to minimise the shut-down period if a shut-down is required.

During the Tie-in Work the Host Party shall, subject to available resources and at the Tie-in Party's request, render supporting services to the Tie-in Party. Such supporting services will be charged to the Tie-in Party in accordance with the accounting procedure which is applicable for the Host Party's joint venture agreement.

The Host Party shall have a right to stop the Tie-in Work, at its sole discretion, due to the Host Party's essential safety and/or environmental requirements or in case of emergency situations, until remedial actions and corrective measures, as judged by the Host Party, has been taken.

The Parties shall perform or cause to perform all design, engineering, procurement, construction and installation and quality assurance/quality control in a Reasonable and Prudent manner and in accordance with applicable laws and regulations.

2.2 Performance of work and costs

The Tie-in Work shall be performed or caused to be performed according to the STC at the Tie-in Party's sole cost and expense.

The Tie-in Party shall bear all relevant and documented costs and expenses related to the Host Party's follow up, inspection and review work associated with the Tie-in Work.

2.3 Shut downs

Any shut-down caused by the Tie-in Work, other than an agreed shut-down during the Host Facilities' scheduled maintenance periods, will not be considered an agreed shut-down and the Tie-in Party shall be liable for such shut-down in accordance with GTC Article 6.

The above shall apply for any actual number of calendar days that exceeds the number of shutdown days agreed by the Parties for an agreed shut down.

2.4 Priority of repair in case of damage to Host Facilities

In case of damage to the Host Facilities, the Tie-in Party shall, at the Host Party's sole discretion, give priority to the repair of the Host Facilities over the Tie-in Work even if there is a dispute regarding who is responsible for the damage.

3 TRANSFER OF OWNERSHIP, TAX ALLOWANCE AND REMOVAL

3.1 Ownership

The ownership of the Transferred Equipment shall be transferred to the Host Party free of charge. Such transfer shall take place upon completion of RFO. Tie-in Party shall notify Host Party when RFO is finalised.

3.2 Tax allowance

The Tie-in Party shall have the right to claim tax allowances and depreciation rights as appropriate for all expenditures paid by the Tie-in Party hereunder.

3.3 Removal and abandonment

The Host Party shall be solely responsible for the removal and abandonment of the Transferred Equipment and its associated cost.

4. OPERATION AND MAINTENANCE

4.1 Main Principles

After RFO the Host Party shall, at the Tie-in Party's cost and expense, perform all operation and maintenance functions related to the Transferred Equipment. In case the Transferred Equipment is used by other parties than the Tie-in Party, such cost and expense shall be shared between the users.

Such operation and maintenance shall be performed in a Reasonable and Prudent manner, and in accordance with the procedures described in GTC Article 4.2.

4.2 Operating, maintenance and co-ordination procedures

Procedures for operation and maintenance including emergency situations shall be established in accordance with the requirements of the Host Party.

The above procedures shall be established and agreed to by the Parties in reasonable time prior to commencement of the operations. The procedures shall be worked out by the Tie-in Party at the Tie-in Party's cost and expense.

5 PAYMENT, DEFAULT PAYMENT AND AUDIT RIGHTS

5.1 Payments to Host Party related to Tie-in Work

Promptly following the end of each month, the Host Party shall invoice the Tie-in Party for charges under GTC Article 2.1, sixth paragraph due hereunder in such month. Host Party shall furnish the Tie-in Party with such information as it may reasonably request to support such charges.

The Tie-in Party shall pay the Host Party the amounts due within 10 (ten) Business Days of receipt of the invoice, such payment to be made by electronic transfer to the Host Party's bank account, as notified to the Tie-in Party from time to time, quoting the invoice number against which payment is made.

The Host Party shall have the right to request cash advances from the Tie-in Party for estimated expenditures for the following month. The Host Party shall avoid accumulating unnecessary cash balances from cash advances. Accounting procedures adopted by the Host Party shall apply for cash calls.

5.2 Payments to Host Party related to operation and maintenance

Promptly following the end of each month, the Host Party shall invoice the Tie-in Party for charges under GTC Article 4 due hereunder in such month. The Tie-in Party shall pay the Host Party the amounts due within 10 (ten) Business Days of receipt of the invoice, such payment to be made by electronic transfer to the Host Party's bank account, as notified to the Tie-in Party from time to time, quoting the invoice number against which payment is made.

5.3 Default payment

Any late payment shall accrue interest at an annual rate equal to one month's NIBOR + 3 %. For foreign currencies interest shall be at an annual rate equal to one month LIBOR for the relevant currencies as quoted by Financial Times as per the due date of payment +3 %.

The Host Party shall be entitled to suspend the provision of services hereunder, without prejudice to any other remedies available hereunder or by law if the Tie-in Party, fail to pay any invoice and such failure continues for a period of 30 (thirty) calendar days after payment should have been made in accordance with GTC Articles 5.1 and 5.2 above.

Prior to suspension of services in accordance with the above paragraph, the Tie-in Party shall be given 15 (fifteen) calendar days notice to pay the overdue amount including any interest incurred thereon and thereby correct the default.

5.4 Audit

The Tie-in Party shall, at its own cost, upon thirty (30) calendar days notice to Host Party have the right to audit Host Party's accounts pertaining to work performed under the Agreement. Such audits must be conducted within the twenty-four (24) months period following the end of the calendar year in question provided, however, that the Tie-in Party must take written exception to and make claim upon Host Party for all discrepancies disclosed by said audit within said twenty-four (24) month period.

The Tie-in party shall appoint at its expense an audit team comprising not more than two (2) qualified representatives to conduct such audits.

The Tie-in Party shall make every reasonable effort to conduct audits during normal office hours in a manner which will result in a minimum of inconvenience to Host Party and its operator.

6 LIABILITIES AND INDEMNITIES

6.1 Notwithstanding GTC Article 6.3, the Tie-in Party shall indemnify and hold the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and any of the aforesaid's employees, harmless from and against any loss, damage and/or expense arising out of any claim for;

- a) injuries to or death of any employees of the Host Party, its Participants and their Affiliates, and/or its Contractors, Subcontractors and Agents, and/or
- b) loss of or damage to the property of the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and/or any of the aforesaid's employees, and/or
- c) all indirect losses, which include but are not limited to loss of profit, to the Host Party its Participants and their Affiliates, its Contractors, Subcontractors and Agents, any/or of the aforesaid's employees,

arising out of or connected with the Tie-in Work, except when such claim is a result of gross negligence or wilful misconduct by the managerial and/or supervisory personnel of any of the Host Party, its Contractors, Subcontractors or Agents.

Notwithstanding Article 6.1 c), the Tie-in Party shall not be liable towards the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and of the aforesaid's employees, for any loss of profit incurred as a result of an agreed shut-down during the Tie-in Work.

- 6.2** The Tie-in Party shall indemnify and hold the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and any of the aforesaid's employees, harmless from and against any loss, damage and/or expense arising out of any claim for;
- a) injuries to or death of any employees of the Tie-in Party, its Participants and their Affiliates, and/or its Contractors, Subcontractors and Agents, and/or
 - b) loss of or damage to the property of the Tie-in Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and/or any of the aforesaid's employees, and/or
 - c) all indirect losses, which include but are not limited to loss of profit, to the tie-in Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and/or any of the aforesaid's employees

arising out of or in connection with the Agreement, except where such claim is the result of gross negligence or wilful misconduct by the managerial and/or supervisory personnel of any of the Host Party, its Contractors, Subcontractors or Agents.

- 6.3** Subject to GTC Article 6.1, the Host Party shall indemnify and hold the Tie-in Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and any of the aforesaid's employees, harmless from and against any loss, damage and/or expense arising out of any claim for;
- a) injuries to or death of any employees of the Host Party, its Participants and their Affiliates, and its Contractors Subcontractors and Agents, and/or
 - b) loss of or damage to the property of the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and/or any of the aforesaid's employees, and/or
 - c) all indirect losses, which include but are not limited to loss of profit, to the Host Party, its Participants and their Affiliates, and its Contractors, Subcontractors and Agents, and/or any of the aforesaid's employees,

arising out of or in connection with the Agreement , except where such claim is a result of gross negligence or wilful misconduct by the managerial and/or supervisory personnel of any of the Tie-in Party, its Contractors, Subcontractors or Agents.

- 6.4** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party, its Participants and their Affiliates, its Contractors,

Subcontractors and Agents, and any of the aforesaid's employees, from and against any loss, damage or expense arising out of any claim for injuries to or death of or damage to property or loss of income of third parties or any other claims from third parties, including any claims related to pollution, arising out of or in connection with the Agreement and caused by the Indemnifying Party, its Contractors, Subcontractors or Agents, or any of the aforesaid's employees.

Notwithstanding the first paragraph the Tie-in Party shall indemnify and hold the Host Party, its Participants and their Affiliates, its Contractors, Subcontractors and Agents, and any of the aforesaid's employees, harmless from and against any claim from third parties arising out of or connected with the Tie-in Work, except when such claim is a result of gross negligence or wilful misconduct by managerial and/or supervisory personnel of any of the Host Party, its Contractors, Subcontractors or Agents.

For the purpose of this GTC Article 6.4 Contractors, Subcontractors and Agents, and any of the aforesaid's employees, shall not be considered as "third parties".

- 6.5** The Tie-in Party's total liability towards the Host Party according to GTC Article 6.1, and GTC Article 6.4, second paragraph shall be limited to one hundred (100) million USD per Occurrence.
- 6.6** Twenty-four (24) months after completion of RFO, GTC Articles 6.1 and 6.4, second paragraph shall be of no further force and effect, and the Tie-in Party shall have no further obligations under said GTC Articles 6.1 and 6.4, second paragraph. The Tie-in Party shall be notified of any claims under Articles 6.1 and 6.4, second paragraph related to events having occurred within the twenty-four month (24) period as soon as reasonably practicable after the event is made known to the Host Party.
- 6.7** Each Party shall advise the other as soon as reasonably practicable upon the making of any demand or claim or the bringing of any action or proceeding which is covered by the undertaking to indemnify, defend and/or hold harmless granted by the other under this Article 6.

7 INSURANCE

- 7.1** Each of the Parties hereto shall insure their respective liabilities under the Agreement (or have equivalent coverage) and shall cause their respective Contractors and Subcontractors to procure and maintain with respect to and for the duration of the Agreement insurance policies to cover their respective liabilities hereunder. All such policies shall provide for a waiver of all rights of recovery or subrogation against each Participant in the Host Party and the Tie-in Party (including their Affiliates), respectively, and their Agents, Contractors and Subcontractors, and any of the aforesaid's employees. All premiums as well as deductibles shall be for the account of the respective Parties subscribing the insurance.

- 7.2** Each of the Parties may require that the other Party forward documentation proving that they have insured their respective liabilities under the Agreement, or have equivalent coverage, in accordance with the requirements of the Agreement.

8 RIGHT OF ACCESS

- 8.1** To the extent that the Tie-in Work or part of such work is carried out by the Tie-in Party, the Tie-in Party shall at its own cost and expense have access to the relevant Host Facilities as required by the Tie-in Party. Such access may be denied by the Host Party due to safety or operational concerns.

The Host Party shall at all times have the right to inspect all work being executed under the Agreement.

- 8.2** After RFO the Tie-in Party shall have the right, upon giving the Host Party reasonable notice, to inspect the Transferred Equipment and the operation thereof.

9 ASSIGNMENT

- 9.1** The Tie-in Party and the Host Party and each of their Participants may assign its rights and obligations under this Agreement, in whole or in part, provided that:

- a) the instrument of assignment includes provisions stating that the assignee is bound by the terms and conditions of this Agreement, and
- b) prior written consent, which shall not be unreasonably withheld, is obtained for such assignment from the other Party.

- 9.2** No change in ownership shall be effective for the purpose of the Agreement before written notice of such change has been given to the other Party or its successors or assignees.

10 AMENDMENTS TO THE AGREEMENT

- 10.1** Any amendment to the Agreement shall be in writing and agreed by the Parties.

11 CONFIDENTIAL INFORMATION

- 11.1.** Under this Article 11 the term Party shall include its Participants and/or their Affiliates as applicable.

- 11.2.** The Party receiving Confidential Information undertakes:

- a) to hold the Confidential Information in confidence and agrees that in the handling and storage of the Confidential Information it will employ controls, protections and safeguards at least as stringent as such Party would employ in the handling and storage of its own proprietary data and information,
- b) not to use any Confidential Information for any purpose other than the execution of this Agreement,
- c) not to disclose in any way, either directly or indirectly, any part of the Confidential Information to any person, legal or natural, without the prior written consent of the Party disclosing such Confidential Information, except:
 - i) to those employees, officers and directors of the Party who reasonably require the same for the performance of their work; and/or
 - ii) to such of the Party's Contractors, Subcontractors, consultants and professional advisers who need to have access to the same for the performance of their work. The Party undertakes that each such Contractors, Subcontractors, consultant or professional adviser, prior to the disclosure, will undertake written confidentiality obligations at least as restrictive as herein contained but excluding the exceptions set out in this Article 11, and the Party shall thereafter take all reasonable precautions to observe that such Contractors, Subcontractors, consultants and professional advisers comply with the obligations provided therein; and/or
 - iii) to any governmental department or governmental authority exercising its statutory right to require the same and to such competent authorities, courts or any relevant stock exchange where pursuant to applicable law, order, decree or regulation there is a requirement to do so binding upon the Party (in which case written notice shall be given to the other Party prior to such disclosure); and/or
 - iv) where disclosure of such information is reasonably required in connection with a bona fide assignment of whole or part of this Agreement, the borrowing of funds, obtaining of insurance or sale of securities.

The Party receiving Confidential Information shall be responsible for ensuring that all persons, to whom the Confidential Information is disclosed, are bound by confidentiality obligations at least as stringent as the obligations of confidentiality set forth herein.

11.3. The obligations under this Article 11 shall not apply to information which;

- a) at the time of entering into this Agreement is lawfully in the possession of the receiving Party under no obligation of confidentiality,

- b) subsequently and lawfully comes into the receiving Party's possession,
 - c) is independently developed by the receiving Party and not based on the Confidential Information, or
 - d) at the time of entering into this Agreement is in the public domain or hereafter comes into the public domain other than by breach of this Agreement.
- 11.4. The confidentiality undertakings pursuant to this Article 11 shall apply to all Confidential Information disclosed by the Parties whether this has happened before or after the date of signature.
- 11.5. In the event that any person or organisation to whom the Party discloses Confidential Information in accordance with any above paragraphs breaches the obligations set out under this Agreement the Party will be liable for such breaches as if it had committed the breach itself.

12 NOTICES

- 12.1 Any notice or other communication required or permitted to be given pursuant to the Agreement shall be in writing and may be given by delivering the same by hand or by sending the same by prepaid first class post, electronic communication (e.g. License2Share) to the relevant address, or electronic communication address as any Party may give in writing, from time to time, to the other Party in accordance with this GTC Article 12. Any such notice, given as aforesaid, shall be deemed to have been given or received at the time of delivery if delivered by hand, at the time at which confirmation of successful delivery is received if sent by electronic communication and on the fifth (5th) Business Day next following the day of sending if sent by prepaid first class post. The use of electronic mail for transfer of documents shall at all times be in accordance with internationally recognised standards as may be adopted by the Host Party. The chosen standard shall enable the use of digital signatures or similar electronic safety device, encryption, filing and retrieving.

13 NON-WAIVER

- 13.1 Any failure by either Party to enforce the terms of the Agreement or to exercise any rights hereunder (including, without limitation, any delay or omission to provide notice of any breach or default or to provide any notice of intention to exercise any such right or remedy, unless a duty to provide such notices is specifically set forth in the Agreement) shall not constitute a waiver of such terms or rights and shall not affect the right of the Party to enforce or exercise such terms or rights. Any such waiver shall always be construed under a restrictive interpretation, and shall not extend, whether in time or in its object, beyond the terms expressly stipulated therein

14 FORCE MAJEURE

- 14.1 Either Party shall be relieved from liability for failure to perform any of its obligations hereunder (other than an obligation to pay money or to give any notice required) occasioned by events of force majeure which shall be any events which are beyond such Party's reasonable control, and which could not have been reasonably foreseen by such Party at the time of entering into the Agreement, provided that such Party has acted in a Reasonable and Prudent manner and provided further that the Party seeking relief hereunder shall;
- a) as soon as practical give notice to the other Party of the event said to constitute force majeure, such notice including information about the circumstances and a statement of the steps and time believed necessary to remedy the force majeure situation and afford reasonable facilities for a site inspection if desired at the expense and risk of the Party making examination, and
 - b) proceed with diligence and at its own expense to take steps to remedy the failure as soon as possible in a Reasonable and Prudent manner, provided always that it shall not be obligated to settle any labour dispute except in such manner as it shall in its own judgement think fit.
- 14.2 Events constituting force majeure shall, provided they fulfil the requirements according to GTC Article 14.1, include, but not be limited to, laws and other acts of governmental authority (whether or not in fact legally valid), strikes, lockouts, civil disturbance and terrorist acts, war, fire, explosions, failure of gas supplies, inability to obtain labour, machinery, supplies or contractors, freezing and failure or breakdown of or accident to machinery and/or equipment at production facilities and/or any part of the Tie-in Equipment and/or the Host Facilities and/or any downstream receiving terminal(s).

15 APPLICABLE LAW AND ARBITRATION

- 15.1 This Agreement shall be governed and construed in accordance with the laws of Norway.

Without prejudice to the Parties' rights to take interim legal measures, such as injunctions etc., any controversy or dispute that may arise in connection with or as a result of the Agreement and which cannot be resolved by mutual agreement between the Parties shall be finally decided by arbitration in Stavanger in accordance with the provisions of the Norwegian Arbitration Act (Act no.25/2004), as subsequently amended or replaced. The District Court of Stavanger shall be the proper legal venue under the Norwegian Arbitration Act, Section 6. Unless otherwise agreed, the arbitration proceedings carried out and awards delivered pursuant to this Article 15.1 are confidential in accordance with the confidential provisions herein.

Documents and statements in the Norwegian and English language shall be allowed in any procedure involving arbitration. Translation thereof shall be at

the expense of the Party requesting such translation.

16 DURATION

- 16.1 This Agreement shall be in force from the Effective Date and shall, unless otherwise decided remain in force until the end of a twelve (12) month period following either the removal or abandonment of the XX pipeline or the YY pipeline, whichever comes first.
- 16.2 Each of the Parties shall give written notice of termination and the effective date hereof as early as possible and at least two years in advance of termination.