

PETROLEUM UPSTREAM REGULATORY AUTHORITY (PURA)



**GUIDELINES FOR SOURCING MULTICLIENT GEOPHYSICAL
COMPANY FOR GRANT OF RECONNAISSANCE PERMIT**

(Made under Regulation 4 (2))

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| TANZANIA MAINLAND | |
| Petroleum Upstream Regulatory Authority | Document Title: The Guidelines for Sourcing Multiclient Geophysical Company for grant of Reconnaissance Permit |
| Revision Number: 1 | |

Approval

These Guidelines for Sourcing Multiclient Geophysical Company for grant of Reconnaissance Permit and Multiclient Agreement to undertake Geophysical surveys, Geochemical activities and Petroleum Data brokerage and licensing activities was unanimously approved in the Board Meeting which was held on 26th May 2023.

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| | <p>PART I</p> <p>BACKGROUND INFORMATION</p> |
| <p>1. <i>Background</i></p> | <p>1.1 Section 12(2)(q) of the Petroleum Act, 2015 has given the mandate to PURA to make guidelines on the conduct of petroleum operations and other related matters.</p> <p>1.2 Pursuant to Section 12 (2) (a) of Petroleum Act 2015, PURA is responsible for conducting or causing to be conducted a Reconnaissance survey.</p> <p>1.3 Regulation 4 (2) of the Petroleum (Reconnaissance and Tendering) Regulations, 2019, requires applications for reconnaissance Permits to be made in a prescribed manner and accompanied by the prescribed fee.</p> <p>1.4 Multiclient approach is the industry best practice in implementing the Authority’s responsibility referred in sub guideline 1.2.</p> <p>1.5 According to Regulation 4(2) of the Petroleum (Reconnaissance and Tendering) Regulations, 2019, a manner by which a Multiclient Geophysical Company shall apply and be granted a Reconnaissance Permit by the Authority is prescribed under these Guidelines.</p> <p>1.6 These Guidelines shall be used for Sourcing Multiclient Geophysical Companies and granting of the Reconnaissance Permit.</p> |
| | <p>PART II</p> <p>PRELIMINARY</p> |
| <p>2. <i>Citation</i></p> | <p>2.1 These Guidelines may be cited as “Guidelines for Sourcing of Multiclient Geophysical Company, 2023”</p> |
| <p>3. <i>Application</i></p> | <p>3.1 These Guidelines shall be applied by the Authority and all applicants for permits to undertake reconnaissance activity under Multiclient Arrangement</p> <p>3.2 These Guidelines shall come into force from the date they are issued to the public through Authority’s website</p> <p>3.3 Where the interpretation of any provision of these Guidelines conveys a meaning contrary to Act and its Regulations, the provisions of such Act and regulation shall prevail and its interpretation shall be final.</p> |

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| <p>4. Interpretation / Definition</p> | <p>4.1 In these Guidelines unless specified otherwise:</p> <ul style="list-style-type: none"> (i) “Act” means the Petroleum Act 2015 (Act No. 21 of 2015); (ii) “Affiliate” means any person who directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control of another person; (iii) “Authority” means the Petroleum Upstream Regulatory Authority or PURA; (iv) “Director General” means the Accounting Officer of the Authority; (v) “HSE” means Health, Safety and Environment; (vi) “Multiclient Agreement or Petroleum Data Brokerage Agreement or Reconnaissance data sales agreement” means an agreement for acquisition, processing, interpretation, storing of new data and/or reprocessing, marketing, sale and granting licenses for petroleum data (Broker Data), including attachments attached thereto, as may be amended, supplemented, renewed or modified in accordance with the provisions contained therein; (vii) “Multiclient Data” means Petroleum Data acquired by a Multiclient Geophysical Company under Multiclient Arrangement or made available to Multiclient Geophysical Company by the Authority under Multiclient arrangement; “Multiclient Arrangement” means a contractual Arrangement for <i>Geophysical, geological and geochemical activities</i>, where the Company (Multiclient Geophysical Company) identifies the need from the market for the data to be acquired, determines the specifications of the survey or studies, with input from the National Regulatory Authorities , with support from the oil companies having a potential interest, which may take the form of some financial pre-commitment, in the proposed Multi Client survey and/or studies ; (viii) “Multiclient Geophysical Company” means a legal corporate body that undertakes either of the following: Geophysical, geological and geochemical activities, petroleum data brokerage acquired over larger areas of potential interest with the aim to license them to several clients. (ix) “Person” means any individual, Company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental Authority or agency or any other legal entity; (x) “Prequalification Document” means a written or electronic document inviting Multiclient Geophysical companies for pre-qualification procedures for sourcing of Multiclient Geophysical Company under Multiclient Arrangement; |
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| | <p>(xi) “<i>Proposal Document</i>” means written or electronic document or “solicitation document” or “request for proposal” inviting prequalified applicants or directly sourced Multiclient Geophysical companies for detailed proposal proceedings under Multiclient Arrangement; and</p> <p>(xii) “<i>Reconnaissance</i>” means geo-scientific and geo-technical activities along the preliminary evaluation of hydrocarbon potential in an area including acquisition, and interpretation of potential data, surface geology, geochemical data, seismic data and shallow drilling.</p> <p>(xiii) “<i>Regulations</i>” means the Petroleum (Reconnaissance and Tendering), 2019; and</p> <p>(xiv) “<i>Application Securing Declaration</i>” means a security by way of declaration provided by the Applicants when the application securing declaration is within the exclusive preference limits.</p> |
| <p>5. <i>Purpose of the Guidelines</i></p> | <p>5.1 To set procedures to be used by the Authority in sourcing Multiclient Geophysical Company for grant of reconnaissance permit under Multiclient arrangement.</p> |
| | <p>PART III</p> <p>GENERAL INFORMATION</p> |
| <p>6. <i>Permit Requirement and Multiclient Business Model</i></p> | <p>6.1 The Multiclient Geophysical Company shall apply for the permit upon payment of prescribed fees, to acquire, market and sale the data on behalf of the Authority.</p> <p>6.2 The resulting data acquired under Multiclient Arrangement shall become available to any oil Company or other person with legitimate objective wishing to purchase the Multiclient data in accordance with terms specified in the Multiclient Arrangement.</p> <p>6.3 Multiclient data shall generally be acquired over open areas (not licensed areas).</p> <p>6.4 The Authority shall endeavor to have Multiclient Arrangement and Acquisition programmes covering much larger areas than it is typically for proprietary programmes.</p> <p>6.5 The Authority shall make effort to ensure Multiclient data are less costly than proprietary data and the Geophysical companies make available data at a fair prevailing market rate to prospective clients.</p> <p>6.6 The Multiclient Geophysical Companies shall recover costs and acquire benefit through share of profit after data sales.</p> <p>6.7 The Multiclient Geophysical Companies will acquire data at their</p> |

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| | <p>own cost and the Authority shall provide assurance that the Blocks so covered in the Multiclient Agreement shall be offered through competitive bidding under the Act where the acquired data shall be part of compulsory data package to be purchased by the bidders.</p> |
| <p>7. <i>Projects Costs</i></p> | <p>7.1 Multiclient company shall procure goods and services at a prevailing competitive market rate</p> <p>7.2 Costs for carrying out reconnaissance activity under Multiclient Arrangement shall be borne by the Multiclient Geophysical Company which has entered into a formal Multiclient agreement with the Authority.</p> <p>7.3 The Multiclient Geophysical Companies shall, prior to commencement of the reconnaissance activities, submit a detailed and itemized budget of the cost to carry out reconnaissance activities to the Authority for approval.</p> <p>7.4 The Authority shall verify all cost incurred in completion of the assignment before being recovered.</p> |
| | <p>PART IV</p> <p>PREQUALIFICATION</p> |
| <p>8. <i>Content of Prequalification Document</i></p> | <p>8.1 The Authority shall prepare the prequalification document containing at a minimum the following information:</p> <ul style="list-style-type: none"> (i) instructions to applicants; (ii) amount of prequalification fee to be paid and the modality of payment; (iii) requirement to provide proof of payment of Reconnaissance permit application fee. (iv) brief description of the project including applicable description of the area indicating boundary coordinates; (v) qualification criteria including technical, economic and financial requirements of the reconnaissance to be undertaken; (vi) the required legal documentation evidencing the existence, good standing, its Directors, shareholders, direct and/or indirect owners of the Multiclient Geophysical Company; (vii) requirements relating to HSE and environmental protection; (viii) description of reconnaissance activity required to be conducted by the Multiclient Geophysical Company; |

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| | <p>(ix) dead line and address for submission; (x) location, date and time for opening application; and (xi) any other information that the Authority deems necessary.</p> |
| <p>9. <i>Invitation for Prequalification</i></p> | <p>9.1 The Authority shall cause to be advertised the application for prequalification in local and international newspapers of wide circulation and also publish the advert in its website, 9.2 The Authority may solicit application from known Geophysical companies. 9.3 Applications shall be made in line with the advertised application for prequalification and shall comply with all requirements stipulated in the Act and the Regulations.</p> |
| <p>10. <i>Preparation and Application for Prequalification</i></p> | <p>10.1 The Applicant shall bear all costs associated with the preparation and submission of its application. 10.2 The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process. 10.3 A firm that wishes to apply for reconnaissance permit under Multiclient Arrangements after being advertised by the Authority, may apply for prequalification as an individual or joint venture. 10.4 The applicants that opt to participate as joint venture shall submit their partnership agreement or any other form of agreement as part of their application.</p> |
| <p>11. <i>Application Language</i></p> | <p>11.1 All documents shall be written in English language.</p> |
| <p>12. <i>Amendment of Prequalification Document</i></p> | <p>12.1 At any time prior to the deadline for submission of applications, the Authority may amend the prequalification document by issuing an addendum. 12.2 Any addendum issued shall be part of the prequalification document and shall be communicated in writing to all prospective applicants who have obtained the prequalification document from the Authority. 12.3 The Authority may, at its discretion, extend the deadline for the submission of application to give the applicants reasonable time for preparation of the document after issuing an addendum, 12.4 The Authority shall promptly publish the issued Addendum to its website. 12.5 The Director General may annul the process at any time during the application process for the benefit of the Authority or for the</p> |

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| | public interest. |
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| | <p>PART V</p> <p>REQUIREMENT FOR PREQUALIFICATION</p> |
| 13. Requirement of payment of fees | <p>13.1 An applicant shall pay to the Authority nonrefundable fee of 5,000 United States Dollar for purchase of prequalification documents.</p> <p>13.2 Subject to the provisions of the Act and its Regulations, an applicant shall pay reconnaissance permit fee.</p> |
| 14. Description of Reconnaissance Activities to be Undertaken | <p>14.1 The applicant shall describe in details the reconnaissance activities to be conducted on the basis of the scope of work defined by PURA.</p> <p>14.2 The applicant is required to submit a proposal for the area proposed to be a subject of the Reconnaissance Permit.</p> |
| 15. Supporting Document for Technical Qualifications | <p>15.1 The applicant shall provide the following as part of supporting documents for technical qualification:</p> <ul style="list-style-type: none"> (a)description of its experience in similar work; (b)list of the main equipment and technologies including their age and availability; (c)list of key personnel and their professional qualifications; (d)company HSE policies; and (e)any other documents as the Authority may consider necessary to establish the technical qualification. |
| 16. Proposed Tenure | <p>16.1 The applicant shall propose an optimal period of time within which reconnaissance activities to be undertaken.</p> <p>16.2 The applicant shall specify the period which the reconnaissance activities will commence.</p> |
| 17. Required Legal Document | <p>17.1 The applicant shall provide the following as part of supporting documents for legal qualification:</p> <ul style="list-style-type: none"> (a)parent Company guarantee in case affiliate Company is an applicant in a form provided in the schedule; and (b)brief description of the applicant's organization or parent Company in case the applicant is affiliate Company. (c)any other documents as the Authority may consider necessary to establish the legal qualification. |

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| 18. <i>Financial Requirement</i> | 18.1 The applicant shall provide the following: (a) audited financial statements for the last past three years; (b) bank statements authenticated by the bank; and (c) any other documents establishing its financial status including annual turnover and accessibility to financial credits. |
| 19. <i>Requirement for Involvement of PURA Technical Staff</i> | 19.1 The Multiclient Geophysical Company shall be required to involve staff assigned by PURA during Geophysical, geological and geochemical activities. |
| 20. <i>Submission Procedure</i> | 20.1 The applicant shall enclose original and two (2) copies of the application in a sealed envelope that shall: a) bear the name and address of the applicant; b) be addressed and submitted to the address informed by the Authority in the prequalification document; and c) Marked with the name of the respective reconnaissance activity applied for. |
| | 20.2 The application shall be delivered by hand in sealed envelopes and submitted to the Authority's office as directed in the prequalification document. |
| 21. <i>Clarification of Prequalification</i> | 21.1 An applicant for the reconnaissance permit under Multiclient Arrangement who requires any clarification of the prequalification document shall contact the Authority in writing or in an electronic mode which keeps record of the communication. 21.2 The Authority shall, at least fourteen days prior to the deadline of submission of the applications to prequalify, respond to any request by applicant for clarification of the prequalification documents that is received by the Authority. 21.3 The Authority may at its discretion request any applicant for clarification of its application in order to assist in the examination, evaluation and comparison of application. |
| 22. <i>Deadline for Submission</i> | 22.1 The prequalification document shall provide the deadline for the submission of prequalification application by indicating date, time and place. |
| 23. <i>Late Application</i> | 23.1 Any application submitted after the deadline for submission shall not be accepted for evaluation regardless of the circumstances. |

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| <p>24. Opening of Application</p> | <p>24.1 The Authority shall open all applications at the date, time and place specified in the invitation for qualification issued by the Authority.</p> <p>24.2 The Authority shall prepare a record of the opening of applications.</p> <p>24.3 A copy of the record shall be provided to all applicants.</p> <p>24.4 The opening of application shall be attended by;</p> <ul style="list-style-type: none">a) The Director responsible for Technical Operations or his representative who shall be the chairperson;b) Not more than two staff, one from the Technical Operation Department and another from Contracting and Licensing Unit who shall be the secretariat;c) One member from procurement unit who shall be the secretary;d) One member from legal unit;e) The applicants or their representatives. <p>24.5 The Director responsible for technical operations or his/her representative shall convene and chair a meeting for the purpose of opening the applications which are submitted in accordance with paragraph 20.</p> <p>24.6 The time for opening shall be the same as the time set for the deadline for receipt of applications and shall be announced, together with the place for the application opening in the invitation to applicants.</p> <p>24.7 All applications submitted before the deadline for submission shall be opened in a public, in the presence of applicants or their representatives and other parties with a legitimate interest in the application proceedings and the names of all those present at the application opening and the organization they represent shall be recorded by the secretary of the meeting.</p> <p>24.8 At a public opening of the applications the following information shall be announced;</p> <ul style="list-style-type: none">(a) the applicant's names;(b) written notification of applications modifications and withdraws;(c) any alternative application, if they have been requested or permitted;(d) the presence of application securing declaration; and |
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| | <p>(e) such other details as specified in the prequalification document.</p> <p>24.9 The information under paragraph 24.8 may, on request, be communicated to applicants who have submitted their documents, but are not present or represented at the opening of application and recorded by the secretary or delegate as each application is opened.</p> <p>24.10 In case applicant offered any other fringe benefits to the Authority shall be read out and announced in public during the process of application opening, any discount or any fringe benefit to the Authority which is not read out at the formal application opening ceremony shall not be taken into account in the evaluation and comparison of application.</p> <p>24.11 All received applications shall be numbered consecutively while the application opening proceedings are in progress, and the last one being endorsed phrase “and last “and shall be initialized by the members of the application opening committee in the presence of applicants or their representatives.</p> <p>24.12 The Secretary shall prepare record of the applications opening, minutes of the application opening, including the information disclosed to those present in the application opening.</p> <p>24.13 The signed minutes of the application opening may on request, be provided to applicants who submitted applications.</p> <p>24.14 All application that are accepted and opened shall be submitted promptly, with a copy of the record of the applications received and the record of all attendees of the opening meeting, to the respective evaluation committee for evaluation.</p> |
| <p>25. <i>Notice of Qualification to the Applicants</i></p> | <p>25.1 Where the Authority is satisfied that an applicant qualifies as a bidder for grant of Reconnaissance permit under Multiclient Arrangement shall issue to the applicant a notice of qualification for the applied reconnaissance permit under Multiclient Arrangement.</p> <p>25.2 The notice of qualification shall be accompanied by conditions of the reconnaissance activity which the prequalification is based on and notice of qualification is issued.</p> <p>25.3 An applicant who is not successful in the prequalification shall be informed by the Authority within seven days after</p> |

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| | receipt of all the required approvals to the prequalification. |
| | <p>PART VI</p> <p>EVALUATION OF APPLICATION FOR PREQUALIFICATION</p> |
| <p>26. <i>Appointment of Evaluation Committee</i></p> | <p>26.1 The Director responsible for technical operations in the Authority shall recommend names of evaluation committee to the Director General.</p> <p>26.2 The recommended committee members shall comprise of:</p> <ul style="list-style-type: none"> (a) at least two members, one with technical skills relevant to the application and the other from Contracting and Licensing Unit; (b) one member with accountancy or financial expertise; (c) one member with procurement expertise; and (d) One member with legal expertise. <p>26.3 Members of the evaluation committee shall be public officials and may be external to the Authority, where the required skills or expertise are not available within the Authority or where members are indisposed or have a conflict of interest.</p> <p>26.4 The Director General shall be responsible for appointment of Chairperson and members of the evaluation committee.</p> <p>26.5 The appointed members shall be required to sign an integrity pledge form and declare conflict of interest.</p> <p>26.6 In the event that the Chairperson is unable to perform the duties, the Director General shall appoint another person with necessary qualifications to act as a Chairperson.</p> <p>26.7 In the absence of the Chairperson at any meeting, the other members present shall appoint one of them to act as a Chairperson. The acting Chairperson shall report the deliberations or findings to the committee Chairperson appointed by the Director General.</p> <p>26.8 The chairperson and members of the evaluation committee shall consist of a minimum of five members and maximum of seven members.</p> <p>26.9 The Director General may form an evaluation committee of more than seven members depending on the value and</p> |

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| | complexity of the project. |
| 27. <i>Roles of Evaluation Committee</i> | <p>27.1 The evaluation committee shall have the following roles:</p> <ol style="list-style-type: none"> i. Examination, evaluation and comparison of the submitted applications for prequalification; ii. Checking of substantial responsiveness to the terms and conditions of prequalification documents; iii. Checking of substantial responsiveness to the technical requirement; iv. Determination of application responsiveness; and v. Provide report for evaluation of the submitted prequalification applications. |
| 28. <i>Evaluation for Prequalification</i> | <p>28.1 An applicant shall be qualified based on the following evaluation criteria:</p> <ol style="list-style-type: none"> i. proof of Geophysical Company registration; ii. proof of technical capability to undertake the geophysical, geological and geochemical activity; iii. evidence of successful conduct of at least three similar works; iv. proof of financial capability to execute reconnaissance activity applied for; and v. any other criteria as set out by the Authority in the prequalification document. <p>28.2 An applicant who shall not qualify on any one of the above criteria shall be rejected by the Authority.</p> <p>28.3 Applicants whose submissions miss items evidencing their legal status shall be given two working days to avail the same to the Authority.</p> |
| | <p>PART VII</p> <p>SUBMISSION OF THE PROPOSAL</p> |
| 29. <i>Invitation for Submission of Proposal</i> | <p>29.1 The Authority shall, in writings, invite the prequalified applicants to submit proposals for the reconnaissance activities as specified in the request for proposal document.</p> |
| 30. <i>Content of the request for Proposal</i> | <p>30.1 The Content of the request for Proposal shall contain:</p> <ol style="list-style-type: none"> (a) a letter of invitation; (b) instructions to applicant; (c) terms of references; (d) the number of copies for the proposal |

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| | <p>(e) documents required to be submitted; (f) deadline for submission; (g) validity period of the proposal; (h) methods of receipt of proposal; (i) format and signing of proposal; (j) proposal currency; (k) conditions of the contracts; (l) date of submission and opening of proposal; (m) the evaluation criteria for the submitted proposals; (n) the mechanism by which any dispute would be resolved; and (o) any other information as the Authority deems necessary.</p> |
| <p>31. <i>Submission of the proposal</i></p> | <p>31.1 The prequalified applicants shall submit the proposal in a manner prescribed in the request for proposal. 31.2 The Authority may develop an electronic submission system for which all qualified applicants may be allowed to submit their proposals.</p> |
| <p>32. <i>Period of Submission</i></p> | <p>32.1 The qualified applicants shall be required to submit their proposal within a period of sixty days from the date the request for proposal is sent. 32.2 The Authority may extend the period for submission of the proposal.</p> |
| <p>33. <i>Multiclient Agreement Model</i></p> | <p>33.1 Multiclient Agreement model shall be drafted by the Authority and form part of these guidelines as schedule A-5. 33.2 Multiclient Agreement model shall govern Geophysical, geological and geochemical activities, brokering and marketing of the geological, Geophysical and geochemical data and information pertaining to the reconnaissance permit. 33.3 The Multiclient Agreement model shall guide appropriate Multiclient data brokerage and licensing and provide for revenue sharing between the Authority and the prospective applicants. 33.4 The Authority shall circulate the Multiclient Agreement model to all prequalified applicants for their consideration while preparing their detailed proposal. 33.5 The prequalified applicants shall be required to fill in their financial proposals in the Multiclient Agreement Model which shall make part of proposal to be submitted and evaluated.</p> |

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| 34. <i>Late Submission</i> | 34.1 Any proposal submitted after the deadline for submission of proposal shall not be accepted for evaluation regardless of circumstances. |
| 35. <i>Opening of Proposal</i> | <p>35.1 The Authority shall open all submitted proposals at the date, time and place as specified in the proposal document.</p> <p>35.2 The Authority shall prepare a record of the opening of proposals</p> <p>35.3 A copy of the record shall be provided to all Applicants who submitted the proposals.</p> <p>35.4 Procedure for receiving and opening of proposals, formation of team and practice during opening shall be as provided in the paragraph 24.</p> |
| 36. <i>Validity Period</i> | <p>36.1 Validity period shall be six (6) months from the deadline date of submission of the proposal.</p> <p>36.2 The application securing declaration shall remain valid for a period of not less than twenty-eight (28) days beyond the validity period of the application, in order to provide the Authority time to act if the security is called for.</p> <p>36.3 Application security of unsuccessful applicant shall be released not more than thirty days after the expiration of the application validity period.</p> <p>36.4 Application security or application securing declaration of the successful applicant shall be discharged when the applicant has signed an agreement and furnished the required performance security to the satisfaction of the Authority.</p> |
| 37. <i>Single Sourcing of Multiclient Geophysical Company</i> | <p>37.1 Without prejudice to regulation 4 of the Petroleum (Reconnaissance and Tendering) Regulations, 2019, the Authority may directly solicit or obtain an application for reconnaissance permit under Multiclient Arrangement containing proposal from a Geophysical Company, directly negotiate and enter into an agreement if any of the following circumstances occur:</p> <ul style="list-style-type: none"> (a) there is an urgent need for the reconnaissance activity.; (b) there are advantages to the Authority in using a particular Geophysical Company who has undertaken or is undertaking similar works for the country; or (c) the Reconnaissance data to be undertaken are of appreciable size and have unique premises involving substantial capital and high proprietary technologies that |

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| | relate to a particular Geophysical Company. |
| 38. <i>Restrictive Sourcing of Multiclient Geophysical Company</i> | <p>38.1 Without prejudice to regulation 4 of the Petroleum (Reconnaissance and Tendering) Regulations, 2019, the Authority may restrict the applications to a limited number of specified Applicants if:</p> <ul style="list-style-type: none"> (a) the reconnaissance activity is of a specialised nature or can be obtained from a limited number of specialised contractors, service providers or reputable sources; (b) there is insufficient time for the Authority to engage in a competitive application process to secure a Multiclient Geophysical Company; or (c) there is Government directive to conduct Licensing rounds and the State will be able to immediately obtain data very early before such directed Licensing round of open acreages, which will enable Authority’s internal understanding of potential prospects and better planning in the implementation of the directive while ensuring the State will be able to obtain revenue from data sales while accessing and enjoying uncompensated professional and technical management services of data from the Geophysical Company. |
| | <p>PART VIII</p> <p>EVALUATION</p> |
| 39. <i>Evaluation committee</i> | <p>39.1 The evaluation committee shall be appointed by the Director General to undertake the evaluation of submitted proposal under paragraph 31 based on the criteria provided under subparagraph 42.1.</p> <p>39.2 Notwithstanding subparagraph 39.1, evaluation of received proposal from directly sourced Multiclient Geophysical Company under paragraph 37, or received proposals under paragraph 38, shall be undertaken by a committee formed under paragraph 26 based on criteria provided under subparagraph 42.1.</p> <p>39.3 Procedure for formation of the evaluation committee and practice relating to the conduct of evaluation committee shall be as provided in the paragraph 26.</p> |

| <p>40. Roles of Evaluation Committee</p> | <p>40.1 The evaluation committee shall have the following roles:</p> <ul style="list-style-type: none"> i. Examination, evaluation and comparison of the submitted proposals; ii. Checking of substantial responsiveness to the commercial requirements as set out in the request for proposal document; iii. Checking of substantial responsiveness to the technical requirement; iv. Determination of application responsiveness; v. Provide report for evaluation of the submitted proposals; vi. Propose areas for negotiation; and vii. Provide report for evaluation of the submitted proposals. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--------------|---------------------------------|--------------|----|---|----|----|---|----|----|--|----|----|-----------------------------|----|----|--------------------------------------|----|---------------------------------|--|--------------|----|---|----|----|---|---|--------------|--|------------|
| <p>41. Evaluation Report</p> | <p>41.1 The Evaluation report must have recommendation for the qualified applicant/ disqualified applicant.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>42. Evaluation Criteria</p> | <p>42.1 The evaluation Criteria below shall be used to determine the best proposal:</p> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">S/N</th> <th style="text-align: left;">Technical Criteria (80%)</th> <th style="text-align: right;">Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Description on how the Company shall undertake the required reconnaissance activity</td> <td style="text-align: right;">25</td> </tr> <tr> <td>2.</td> <td>Description of experience in undertake similar work</td> <td style="text-align: right;">15</td> </tr> <tr> <td>3.</td> <td>Details of key personnel to be involved in the projects including their qualifications</td> <td style="text-align: right;">10</td> </tr> <tr> <td>4.</td> <td>HSE policies of the Company</td> <td style="text-align: right;">10</td> </tr> <tr> <td>5.</td> <td>Plan to involve PURA technical staff</td> <td style="text-align: right;">20</td> </tr> <tr> <td colspan="2" style="text-align: left;">Financial Criteria (20%)</td> <td style="text-align: right;">Score</td> </tr> <tr> <td>1.</td> <td>Financial terms in Data sales Agreement Model</td> <td style="text-align: right;">15</td> </tr> <tr> <td>2.</td> <td>Total cost of the project including breakdown</td> <td style="text-align: right;">5</td> </tr> <tr> <td colspan="2" style="text-align: left;">Total</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>42.2 The Director General of the Authority may change the evaluation criteria and score provided under sub paragraph 42.1 depending on the circumstances and the change shall be communicated as part of instruction to shortlisted applicants.</p> | S/N | Technical Criteria (80%) | Score | 1. | Description on how the Company shall undertake the required reconnaissance activity | 25 | 2. | Description of experience in undertake similar work | 15 | 3. | Details of key personnel to be involved in the projects including their qualifications | 10 | 4. | HSE policies of the Company | 10 | 5. | Plan to involve PURA technical staff | 20 | Financial Criteria (20%) | | Score | 1. | Financial terms in Data sales Agreement Model | 15 | 2. | Total cost of the project including breakdown | 5 | Total | | 100 |
| S/N | Technical Criteria (80%) | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Description on how the Company shall undertake the required reconnaissance activity | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Description of experience in undertake similar work | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Details of key personnel to be involved in the projects including their qualifications | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | HSE policies of the Company | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Plan to involve PURA technical staff | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Financial Criteria (20%) | | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Financial terms in Data sales Agreement Model | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Total cost of the project including breakdown | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <p>PART IX</p> <p>NEGOTIATION</p> |
| <p>43. <i>Negotiations with successful applicants</i></p> | <p>43.1 The proposal of a qualified applicant shall be subjected to a negotiation process.</p> <p>43.2 Notwithstanding sub paragraph 43.1, negotiation process under these guidelines shall be undertaken to a proposal emanating from a single sourcing and/or a qualified proposal from a restrictive sourcing of the Multiclient Geophysical Company.</p> |
| <p>44. <i>Appointment of Negotiation Committee</i></p> | <p>44.1 The Director responsible for technical operations shall recommend membership of a negotiation committee based on appropriate seniority and experience depending on the value and complexity of the assignment and the membership shall be approved by the Director General who shall also name the chairperson from among the members.</p> <p>44.2 The Chairperson and the Members of the negotiation committee shall be required to sign an integrity pledge form and declare conflict of interest.</p> <p>44.3 The number of members of the negotiation committee shall depend on the value and complexity of the assignment, but shall in all cases be a minimum of five and maximum of ten and may include members of the original evaluation committee or different officers.</p> <p>44.4 The negotiation committee shall comprise of members who have:</p> <ul style="list-style-type: none"> (a) Technical knowledge on the reconnaissance activities sought to be undertaken; (b) Procurement skills; (c) Legal knowledge on the subject matter; and (d) financial management skills <p>44.5 Where the required skills or expertise is not available within the Authority or where there is the conflict of interest, a member of the negotiation committee may be external to the Authority.</p> |

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| | <p>44.6 The chairperson of negotiation committee shall be responsible for:</p> <ul style="list-style-type: none"> (a) all Arrangement for negotiation meetings; (b) chairing all negotiations; (c) leading negotiation in accordance with all legal requirements; (d) ensuring all members are aware of their responsibilities, including the needs for confidentiality; (e) ensuring all members have a common understanding of the process of negotiations and objectives to be achieved; (f) ensuring members understanding their own role in the negotiations and the standard approach of a committee; (g) managing communications between the negotiation committee and the applicants or any other body; (h) ensuring that the negotiation committee has access to necessary information; and (i) Preparing the final report on the negotiation or ensuring that it is prepared. <p>44.7 Negotiation committee shall prepare a negotiation plan which shall specify the issue to be negotiated as specified in the evaluation report and the objectives to be achieved and whenever possible, quantify the objective and set maximum and minimum negotiation parameters.</p> <p>44.8 The Director General shall approve the negotiation plan prior to any negotiations taking place.</p> |
| <p>45. <i>Minutes and recommendations of negotiation committee</i></p> | <p>45.1 The negotiation committee shall produce minutes of the meeting and retain the applicants written agreements that are a true and accurate record of the negotiation held and submit the minutes to the Director responsible for technical operations.</p> <p>45.2 The Director responsible for technical operations shall submit the recommendations of the negotiation committee to the Director General to:</p> <ul style="list-style-type: none"> (a) proceed with the award of an agreement to the recommended applicant, incorporating the |

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| | <p>agreements reached during negotiations;</p> <p>(b) revised the negotiation objective and hold further negotiations; or</p> <p>(c) terminate the negotiation and reject the application.</p> <p>45.3 Where the negotiation committee recommends rejection of the application, it may also, where appropriate, recommend inviting the next ranked applicant for negotiation in the case of competitive method of application or a new applicant to submit an application in a case of direct contracting.</p> <p>45.4 The results of any approved negotiations shall be specified in a letter of acceptance and incorporated into the contract document.</p> <p>45.5 Where negotiations are commenced with the next ranked applicant or a new applicant is invited, the Authority shall not reopen earlier negotiation and the first applicant shall be informed in a writing of the reasons for termination of negotiations.</p> |
| <p>46. <i>Negotiations with next Ranked applicant</i></p> | <p>46.1 Where negotiation with the first applicant fails, the Authority shall inform the applicant in writing of failure and issue a notice and reasons for termination of the negotiations.</p> <p>46.2 The next ranked applicant shall then be invited for negotiation and the process shall continue until the successful applicant is obtained.</p> <p>46.3 The result of the agreed negotiation shall make part of the agreement to be entered.</p> |
| <p>PART X</p> <p>AWARD OF CONTRACT</p> | |
| <p>47. <i>Approval for award of Agreement</i></p> | <p>47.1 The Director General shall approve the recommendation of the evaluation team and inform the applicant about the award decision.</p> <p>47.2 The Director General shall issue a notice of unsuccessful application informing the reasons of non-responsiveness to the applicants.</p> <p>47.3 The Director General shall issue the notice of disqualification to all unsuccessful applicants who participated in the application after award and signing of an agreement.</p> |

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| 48. <i>Award of Agreement</i> | 48.1 The Director General shall award an agreement upon approval of the Board of Directors. |
| 49. <i>Acceptance of Proposal and grant of Reconnaissance Permit</i> | <p>49.1 Upon successful negotiations and approval by the Board, the Authority shall accept the application for Reconnaissance Permit and enter into a formal Agreement with the successful Geophysical Company for granting of Reconnaissance Permit to undertake Geophysical surveys, Geochemical activities and/ or Petroleum Data brokerage activities within thirty (30) calendar days after fulfillment of all conditions prior to the signing of Agreement.</p> <p>49.2 The formal agreement to be entered shall be in a prescribed form and shall contain terms, conditions and provisions set out in the request for proposal document and must reflect the position reached during negotiations.</p> <p>49.3 A Multiclient Agreement shall enter into force when a written acceptance of an application is communicated to the successful applicant.</p> <p>49.4 Where a successful applicant fails to sign a written agreement as required, or to provide any performance guarantee of the agreement, the Director General shall, on the recommendation of the Director responsible for Technical Operations, select a competitive applicant from among the remaining applicants that are in force, subject to the right of the Authority, to reject all remaining applications.</p> <p>49.5 Without Prejudice to sub-paragraph 48.1, the Authority shall conduct due diligence to the successful applicant to establish the accuracy of the submitted information and status of the applicant.</p> <p>49.6 If an applicant withdraws its application during the processes or where a successful applicant fails to sign a written agreement as required, or to provide application securing declaration form, the Authority shall immediately inform the applicant in writing of such withdraw or failure or provision of application securing declaration and terminate the successful applicant's application and invoke all relief measures provided in the security declaration form executed by the applicant.</p> <p>49.7 Where the Authority discovers substantial anomaly as determined in due diligence process, the Authority shall immediately inform the applicant in writing of such</p> |

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| | <p>substantial anomaly and terminate the successful applicant's application.</p> <p>49.8 Subject to fulfillment of subparagraph 49.6 and 49.7 the Authority may consider engaging the second ranked applicant.</p> |
| <p>50. <i>Grant of Reconnaissance Permit</i></p> | <p>50.1 In accordance with the Act and regulation 6 the Regulations, the Authority shall grant a Reconnaissance Permit to a preferred applicant upon successful negotiations and fulfillment of conditions precedence along with award of the Multiclient Agreement.</p> <p>50.2 Without prejudice to Section 35 of the Act, the Authority may grant reconnaissance permit for a period exceeding three (3) years but not more than ten (10) years.</p> <p>50.3 The Multiclient Agreement awarded under sub paragraph 46.1 may be renewed as agreed by parties.</p> <p>50.4 Subject to provision in the Act, where the Multiclient Agreement continue to be in force and the corresponding reconnaissance permit has expired, the Multiclient Geophysical Company shall be required to apply for a new reconnaissance permit and shall be required to pay the application fee.</p> |
| <p>51. <i>Non-Anticipation of Agreements</i></p> | <p>51.1 Opening, burning, tearing or otherwise destroying of an envelope or other container in which an application or documents or things submitted with the application shall be done by authorized Authority's staff who shall do so in the due and proper execution of his duties as provided in these guidelines.</p> |
| <p>52. <i>Monitoring</i></p> | <p>52.1 The Authority shall prepare and submit to the Board a quarterly audit report which shall include a report on whether the entered agreement has been complied with.</p> <p>52.2 Subject to Regulation 14 of the Regulations, the Multiclient Geophysical Company shall prepare quarterly reports showing sales for that particular quarter and revenue distribution to each part using the template provided under schedule A-4.</p> <p>52.3 The Multiclient Geophysical Company shall avail to the Authority for audit purposes all reports on revenues and cost relating to activity undertaken. The reports shall be accompanied with relevant supporting documents including invoices, agreements/licenses issued for data sales and revenue allocation statement.</p> |


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| <p>53. <i>Consequences of misrepresentation</i></p> | <p>53.1 If it comes to the attention of the Authority, at any time even after signing an agreement, the Multiclient Geophysical Company submits either false or misleading information, a notice for prequalification or agreement shall be terminated.</p> |
| <p>54. <i>Debarment from Participating in Future Applications</i></p> | <p>54.1 All applicants, shall as part of their preliminary application for shortlisting, fulfill the requirement of the Petroleum (Corporate Integrity) Regulations, 2019 including filling and submission of the duly signed corporate integrity pledge.</p> <p>54.2 Applicants shall make available, as part of their applications, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their - general or project - specific - Compliance Program.</p> <p>54.3 If the successful applicant fails to comply with its corporate integrity pledge or No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:</p> <ul style="list-style-type: none"> i. Cancellation of an agreement, ii. liability for damages to the public Authority and/or the unsuccessful competitors in the application possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated damages), unsuccessful applicant would present their claims under international arbitration, iii. forfeiture of the applicable guarantees and securities, and iv. debarment by Authority from applying for future Multiclient agreement for a period of ten years and as the Authority may deem appropriate. <p>54.4 The Director General, upon advice by the Director responsible for technical Operations, shall review a reported default by permit holder and where a breach of terms and conditions of either the agreement or Reconnaissance Permit is determined; submit a proposal for debarment of the permit holder to the Board of Directors of the Authority for decision.</p> <p>54.5 All debarment shall be for a period not less than ten (10) years</p> <p>54.6 The decision of the Authority shall be in writing and shall include a summary of the findings of fact and reasons for the decision.</p> <p>54.7 The Authority shall send a copy of its decision under sub-</p> |

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| | <p>paragraph 54.6 to the applicant and to any other person who has legitimate interest on the application in question.</p> <p>54.8 Any debarment of a potential applicant shall not affect any existing agreement entered into between the Authority and the applicant before the debarment decision except where fraud or corruption is established.</p> <p>54.9 Where an applicant or permit holder is debarred, any person who, at the time of debarment, was concerned with the management of the affairs of the debarred Multiclient Geophysical Company as Director, partner, agent or an officer shall be barred from participating in future applications for the same period.</p> <p>54.10 The Authority shall maintain a register of all debarred applicants and Permit Holders which shall, among other things, specify the name and address of each applicant or Permit Holder under debarment, grounds for debarment and the period under which the applicants or Permit Holders is on debarment.</p> <p>54.11 The register shall, at all times during office hours, be made available to the public.</p> |
| <p>55. Confidentiality of Documents</p> | <p>55.1 A person having an official duty or being employed in the administration of matters relating to these guidelines or engaged as a consultant to the Authority on matters relating to these guidelines shall consider and deal with all documents and information relating to the functions of the Authority in relation to the sourcing of Multiclient Company as confidential.</p> |
| <p>56. General Guidance</p> | <p>56.1 Where there is contradiction between these guidelines and the Act or Regulations or where the guidelines are silent, the provisions of the Act and/or Regulations shall take precedence in the same order.</p> |
| <p>57. Borrowing/ usage of practices under the Public Procurement Act</p> | <p>57.1 The Director General may, upon being advised, direct usage of practices under the Public Procurement Act, CAP.410 R.E.2022 on matter or issues which have not been prescribed under the Act, Regulations or these guidelines.</p> |
| <p>58. Waive of Requirements</p> | <p>58.1 In a situation where Multiclient companies fails to pre-qualify on the basis of the prescribed requirement, the Authority may revise some of the requirements and evaluate Multiclient Companies on the basis of the revised requirement with the view to ensure that they satisfy the</p> |

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| | <p>conditions during the application process.</p> <p>58.2 In revising the requirements under sub paragraph 58.1 the Authority may vary, waive or alter the prescribed requirements under these Guidelines.</p> <p>58.3 The Authority shall not revise requirements establishing the Multiclient Company experience in carrying out assignment of similar nature and its capability to finance the assignment</p> |
| <p>59. <i>Review of Guidelines</i></p> | <p>59.1 These guidelines shall be reviewed after three (3) years or where the need arise, upon approval of the Board of Directors.</p> |

SCHEDULES

Schedule A-1. *Application for a Reconnaissance Permit*
 (Made under Regulation 4(1) and Paragraph 6 of this Guidelines)

| | | |
|---|---|-------------------------------------|
| Page: Page 29 of 39 |  | Document No: Form # 1 |
| Contract Expire Date (if any) ___/___/___ | Application for a Reconnaissance Permit | Date ___/___/20___ |

APPLICANT INFORMATION

| | | |
|---|---------------|----------|
| Name of the applicant: | | |
| Nationality of applicant: | | |
| Legal status of the applicant (natural person or body corporate) | | |
| Name and address of authorised representative or agent of the applicant in Tanzania | | |
| Current address: | | |
| City: | Country: | Website: |
| Email: | Fax: | |
| Work phone: | Mobile phone: | |
| Date of the application: | | |

| INFORMATION ABOUT THE AREA APPLIED FOR | |
|---|--|
| <p>1. Locations and sizes (Km²) of the areas applied for:</p> <p>(a)</p> <p>(b)</p> <p>2. Objectives of the proposed data acquisition/proposed reconnaissance:</p> <p>(a)</p> <p>(b)</p> <p>3. Justification for subsurface coverage applied for.</p> <p>4. Priority of the applicant in respect of the areas in case the application relates to more than one area.</p> <p>5. Technical understanding of the area/s applied for</p> | |
| FINANCIAL CAPACITY OF THE APPLICANT | |
| | |

| TECHNICAL CAPACITY OF THE APPLICANT | |
|--|--|
| 1. Technical competence and experience | |
| 2. Equipment type and specifications: | |
| ANTICIPATED TIMING AND DURATION OF THE SURVEY | |
| Start date: | |
| End date: | |
| IMPACT OF THE PROPOSED RECONNAISSANSE OPERATIONS | |
| Economical: | |
| Social: | |
| Recreational life: | |
| Cultural: | |
| Environment | |
| Others: | |
| PROPOSED MEASURES TO PROTECT THE ENVIRONMENT AND CONSERVE NATURAL RESOURCES | |
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| PROPOSED DURATION AND TIMING OF CONFIDENTIALITY OF THE DATA | |
| | |
| WORK PROGRAMME | |
| | |
| EVIDENCE DEMONSTRATING ADMINISTRATIVE AND TECHNICAL ABILITY OF THE APPLICANT | |
| | |
| FINANCIAL EVALUATION AND ESTIMATED COSTS | |
| | |
| EVIDENCE OF PAYMENT OF APPLICATION FEES | |
| | |
| ANY OTHER RELEVANT INFORMATION | |
| | |
| AUTHORISED SIGNATORY OF THE APPLICANT | |
| Signature of applicant | Date |
| Signature of co-applicant, if joint application | Date |
| FOR OFFICIAL USE ONLY | |
| Decision on Application (granted or denied) | |
| Date: | |
| COMMENTS: | |

Attach an extra sheet if applicable

Schedule A-2. Company Guarantee Regarding Technical Support

(Made under Regulation 10(1) and Paragraph15(1) of this Guidelines)

| | | |
|---|---|--|
| <p>Page: Page 32 of 39</p> |  | <p>Document No: Form # 1</p> |
| <p>Contract Expiry Date ____/____/____</p> | <p>Parent Company Guarantee Regarding Technical Support</p> | <p>Date __/__/20__</p> |

(on ...M/s. **BBB**... Paper head)

Chief Executive Officer,
...M/s. **BBB**...
Address:
Date:

Director General,
Petroleum Upstream Regulatory Authority (PURA)
P.O. Box 11439, Dar es Salaam,
Tanzania Mainland

Dear Sir,

Re: Parent Company Guarantee regarding technical support to ...M/s. **AAA.....
from ...M/s. **BBB** a parent Company of ...M/s **AAA**...**

We refer to the application for Reconnaissance Permit submitted to PURA by ...M/S. **AAA** ... seeking permission to be granted an agreement to undertake Reconnaissance activities on the Multiclient Arrangement.

We, **M/s. **BBB****... are an affiliate and parent Company of ... M/s. **AAA** ... and (provide brief description of the parent Company including registration number and other notable affiliates under it). ... M/s. **BBB**... provides technical and operational capability relating to all oil & gas Reconnaissance operations across ...M/s. **BBB**... (Group of companies)

We, the UNDERSIGNED hereby DECLARE that:

- A. This Guarantee serves as formal confirmation that, following grant of the applied permit and Agreement offer of the sought Reconnaissance, ... M/s. BBB ... will provide ... M/s. AAA with whatever technical support, expertise and capability required to ensure that ... M/s. AAA... (as Reconnaissance Permit Holder) meets its technical capability obligations in Tanzania Mainland under the offered Reconnaissance/ Multiclient Agreement, including implementation of agreed training programs for staff assigned by PURA to build local capabilities. This Guarantee will be construed under the Laws of Tanzania as a genuine technical support commitment by us to our affiliate ... M/s. AAA in support of all such Reconnaissance operations by ... M/s. AAA in Tanzania Mainland.
- B. The obligations set forth in the reconnaissance/ Multiclient Agreement and reflected in this Guarantee shall be continuing and absolute guarantees, and the obligations set forth in Reconnaissance/ Multiclient Agreement shall remain in full force and effect unless and until a notice of termination of the Reconnaissance agreement has been issued pursuant to provision of the agreement (subject to any rights to rectify being exhausted), provided, however, that ...M/s. AAA's ... obligations, as Operator of the Reconnaissance Permit shall survive only with respect to such obligations that occurred or arose prior to such termination.
- C. The obligations of ...M/s. BBB under this Guarantee shall not be impaired, modified, released or limited by any occurrence or condition whatsoever, including any compromise, settlement, release, waiver, renewal, extension, indulgence, impairment, limitation of liability, change in or modification of any of the obligations and liabilities, either original or assumed, of ... M/s. AAA... No invalidity, irregularity, or unenforceability of any obligation of ... M/s. AAA... shall affect, impair, or be a defense to the obligations of ... M/s. AAA under the Reconnaissance/ Multiclient Agreement.
- D. No lawful act of commission or omission of any kind or at any time upon the part of PURA in respect of any matter whatsoever shall in any way affect or impair PURA's rights to enforce any right, power or benefit under the Reconnaissance/ Multiclient Agreement, and no set-off, claim, reduction or diminution of any obligation or any defence of any kind or nature which ... M/s. AAA... has or may have against PURA shall be available against PURA, in any suit or action brought by PURA, to enforce any right, power or benefit under Reconnaissance/ Multiclient Agreement.
- E. All references in this Guarantee are references to provisions of the relevant and applicable Reconnaissance agreement awarded and executed by ... M/s. AAA ... on Multiclient Arrangement.

Guideline No. PURA /2023/001

Signed for and on behalf of ...**M/s. BBB** ...

Chief Executive Officer

Signed:
Name:
Title:
Date:

Witnessed:

Signed:
Name:
Title:
Date:

Copy:

Tanzanian Law Firm as arranger for ... M/s. BBB....
Name
Address (Tanzania Mainland)

Schedule A-3. Company Guarantee Regarding Financial Support

(Made under Regulation 10(1) and Paragraph 18(1) of this Guidelines)

| | | |
|--|---|-------------------------------------|
| Page: Page 35 of 39 |  | Document No: Form # 1 |
| Contract Expiry Date ___/___/___ | Parent Company Guarantee regarding Financial Support | Date ___/___/20__ |

(on ...M/s. BBB... Paper Head)

Chief Executive Officer,
...M/s. BBB...
Address:
Date:

Director General,
Petroleum Upstream Regulatory Authority (PURA)
P.O. Box 11439, Dar es Salaam, Tanzania Mainland

Dear Sir

Parent Company Guarantee regarding financial support to ... M/s. AAA ... from ... M/s. BBB ... (or M/s. CCC if applicable)

We refer to the application for Reconnaissance Permit submitted to PURA by ...M/S. AAA ... seeking permission to be granted a Reconnaissance/ Multiclient Agreement to undertake reconnaissance activities under Multiclient Arrangement.

We, **M/s. BBB ... or ... M/s. CCC ... (choose applicable)**, are the ultimate parent Company for the group of companies of which M/s. AAA ... is an affiliate, which include (List all affiliated companies under the group).

We, the UNDERSIGNED hereby DECLARE that:

- A. This Guarantee serves as formal confirmation that, following granting of the applied permit and Multiclient agreement offer of the sought reconnaissance, **M/s. BBB ... or ... M/s. CCC ... (choose applicable)** will provide ... **M/s. AAA ...** with whatever financial support is required to ensure that ... **M/s. AAA ...** meets its financial obligations in Tanzania Mainland under the offered

Reconnaissance/ Multiclient Agreement, including all relevant expenditures to be incurred by ... **M/s. AAA** ... (as Reconnaissance Permit Holder). This Guarantee will be construed under Tanzanian law as a genuine financial commitment by us, the ultimate parent Company, in support of all such operations by ... **M/s. AAA** ... in Tanzania Mainland.

- B. The obligations set forth in reconnaissance agreement and reflected in this Guarantee shall be continuing and absolute guarantees, and the obligations set forth in reconnaissance agreement shall remain in full force and effect unless and until a notice of termination of the reconnaissance agreement has been issued pursuant to provision of the agreement (subject to any rights to rectify being exhausted), provided, however, that ... **M/s. AAA's** ... obligations, as Operator of the Reconnaissance Permit shall survive only with respect to such obligations that occurred or arose prior to such termination.
- C. If ... **M/s. AAA** ... shall fail to make any required payment pursuant to Reconnaissance/ Multiclient Agreement following demand thereof, **M/s. BBB** ... or ... **M/s. CCC** ... (**choose applicable**) shall, within ten (10) days following the giving of notice of such failure and the demand by PURA for payment, promptly and fully make such payment. If such payment is not made within ten (10) days of such demand, **M/s. BBB** ... or ... **M/s. CCC** ... (**choose applicable**) shall pay all reasonable costs and expenses, including reasonable legal fees and expenses, paid or incurred by PURA in connection with the enforcement of the obligations under the Reconnaissance/Multiclient Agreement . Each default in any obligation shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.
- D. The obligations of **M/s. BBB** ... or ... **M/s. CCC** ... (**choose applicable**) under this Guarantee shall not be impaired, modified, released or limited by any occurrence or condition whatsoever, including any compromise, settlement, release, waiver, renewal, extension, indulgence, impairment, limitation of liability, change in or modification of any of the obligations and liabilities, either original or assumed, of ... **M/s. AAA** No invalidity, irregularity, or unenforceability of any obligation of ... **M/s. AAA** ... shall affect, impair, or be a defence to the obligations of ... **M/s. AAA** ... under the Reconnaissance/ Multiclient Agreement.
- E. No lawful act of commission or omission of any kind or at any time upon the part of PURA in respect of any matter whatsoever shall in any way affect or impair PURA's rights to enforce any right, power or benefit under the Reconnaissance/Multiclient Agreement, and no set-off, claim, reduction or diminution of any obligation or any defence of any kind or nature which ... **M/s. AAA** ... has or may have against PURA shall be available against PURA, in any suit or action brought by PURA, to enforce any right, power or benefit under the Reconnaissance/Multiclient Agreement.

F. In the event that any payment pursuant to its obligations under the Reconnaissance/ Multiclient Agreement should give rise to a right of subrogation, the Guarantor will waive any and all rights of subrogation with respect to PURA until such time as PURA’s obligations for any indebtedness have been satisfied in full.

G. All references in this Guarantee are references to provisions of the relevant and applicable Reconnaissance/ Multiclient Agreement awarded and executed by ... M/s. AAA ... on Multiclient Arrangement.

Signed for and on behalf of **M/s. BBB ... or ... M/s. CCC ... (choose applicable)**

Chief Executive Officer

Signed:
Name:
Title:
Date:

Witnessed:

Company Secretary

Signed:
Name:
Title:
Date:


Copy:

Tanzanian Law Firm as arranger for **M/s. BBB ... or ... M/s. CCC ... (choose applicable)**

Name:
Address (Tanzania Mainland)

Schedule A-4. *Information to be Included in the Quarterly Report*
(Made under Regulation 14 and Paragraph 50 of this Guidelines)

(An Attachment to the Multiclient Agreement as Annexure 5 – to be appended to the executed Master Agreement)

| | | |
|---|---|--|
| <p>Page: Page 38 of 39</p> |  | <p>Document No: Form # 4</p> |
| <p>Permit Expire Date ___/___/___</p> | <p>Information to be Included in the quarterly report</p> | <p>Date ___/___/20__</p> |

The quarterly Reconnaissance report shall describe;

1. Operations Performance;
 - (a) Details of Reconnaissance and other performed activities during the quarter;
 - (b) Evidence of the delivery of the resultant data and reports from the activities.
2. Description of marketing activities and data sales including:
 - i. date of sale;
 - ii. description of the buyer;
 - iii. data type;
 - iv. unit price;
 - v. total value;
 - vi. total cost incurred during that quarter; and
 - vii. cost recovery statement and revenue allocation.
3. Description of prospective event for road shows promotions;
4. Description of any other information as Multiclient Company deems appropriate; and
5. Description of any other information as the Authority may direct.

Schedule A-5. *Multiclient Agreement Model*

(Made under Section 34 (5) (d) and Section 42 (2), Regulation 13 (5) and Paragraph 33 of this Guideline)

Multiclient Agreement

for

Geological, Geochemical or Geophysical Data Acquisition, Processing, Interpretation, Reprocessing, Re-imaging of Existing Petroleum Data, and Brokering, Marketing, and Sale of the Geological, Geochemical and Geophysical Data and Information Pertaining to the Reconnaissance Permit over Area

between

PETROLEUM UPSTREAM REGULATORY AUTHORITY

and

... M/s. AAA...

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MULTICLIENT MODEL AGREEMENT

This Multiclient Model Agreement (“Agreement”) is entered into this day of2023

by and between

Petroleum Upstream Regulatory Authority (PURA), a Statutory body established under the Petroleum Act, 2015 (CAP 292), having its Office at Ministry of Energy and Mineral’s Building, Samora Avenue, P.O Box 11439 Dar es Salaam, Tanzania (hereinafter referred to as “PURA”)

and

..M/s. AAA.., having its Office at, (hereinafter referred to as “Company”)

WHEREAS, on behalf of the Government, PURA (*inter alia*) has statutory mandate of managing national upstream petroleum data including custodianship, monitoring and regulating the use of all Petroleum Data and working diligently towards declassifying the same as deems fit;

WHEREAS, PURA on behalf of Tanzania Mainland has power to grant Reconnaissance permits to undertake reconnaissance activities in Tanzania jurisdiction under the Petroleum Act 2015 (Act No. 21 of 2015) of the Laws of Tanzania;

WHEREAS...**M/s AAA...** is a Geophysical Company that is experienced and competent *inter alia* in the acquisition, processing, reprocessing, interpretation, marketing, and licensing of geological and Geophysical information, both onshore and offshore and has the financial ability, technical competence and professional skills necessary to provide the services;

WHEREAS, ...**M/s AAA...** is willing to carryout geological, geochemical or Geophysical data acquisition, processing and interpretation or reprocessing of existing data as well as to market and sell all geological and Geophysical data and information pertaining to the surveyed area under this agreement or any other data as permitted by the Authority, including providing Brokering services during Bidding round process.

WHEREAS, PURA has permitted ...**M/s AAA...** to carryout Reconnaissance activities including acquisition, processing and interpretation of geological, geochemical or/and Geophysical data; and reprocessing and interpretation of existing petroleum data, as well as to market and license/sale of geological, geochemical and Geophysical data and information pertaining to the surveyed area or any other data as permitted by the Authority;

AND WHEREAS, the Parties agree and committed to ensure that data acquisition, processing or reprocessing, interpretation, marketing and licensing shall be managed in compliance with the Law and in an ethical, efficient, safe, transparent and accountable manner on the basis of the best international environmental, social and economic sustainability principles, international petroleum standards in order to achieve optimal long-term Petroleum resource exploitation for maximum value creation for equitable benefit and welfare of the people of Tanzania.

NOW THEREFORE, in consideration of the premises and mutual covenants herein reserved and contained. IT IS HEREBY AGREED as follows:

Article 1.

DEFINITIONS

The words and terms used in this Agreement shall have the following meanings unless specified otherwise;

- 1.1. "Affiliate" shall mean any person who directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control of another person;
- 1.2. "Acquired Data" shall mean any new seismic, geochemical, geological and/or other geophysical data that ... **M/s AAA** ... may acquire under this Agreement. For the avoidance of doubt, Acquired Data is not Broker Data;
- 1.3. "Act" means the Petroleum Act 2015 (Act No. 21 of 2015);
- 1.4. "Agreement" means this agreement, including attachments attached hereto, as may be amended, supplemented, renewed or modified in accordance with the provisions hereof;
- 1.5. "Applicable Laws" means all laws in force as of the date of this Agreement and which may be promulgated or brought into force in Tanzania;
- 1.6. "Contract Area" means the area shown in the Agreement;
- 1.7. "Data" means Petroleum data, information, reports, sample, imaging, enhancements, product improvement and derivatives or anything derived or produced or generated by ...**M/s AAA**... as a result of petroleum operations or by a third party including but not limited to geophysical, geological, geochemical, technical reports interpretations and analysis; including the existing petroleum data where it applies;

- 1.8. “*Effective date*” means the last date of signing of the Agreement or the date of commencement of the Agreement and/or handing over the Broker Data to ...**M/s AAA...**;
- 1.9. “*Existing Data*” or Broker Data” means the existing geochemical, geological and/or geophysical data as described in the Agreement.
- 1.10. “*Licensee*” means a Third Party which acquires a License under a Master License Agreement,
- 1.11. “*Master License Agreement*” a template provided in Annexure 3 of this Agreement, conferring or granting a third party with rights to use the data;
- 1.12. “*Person*” means any individual, Company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental Authority or agency or any other legal entity.
- 1.13. “*Quarter*” means three (3) consecutive calendar months in a year or the four standard calendar quarters that make up the year and it includes, January, February, and March for the first quarter; April, May, and June for the second quarter; July, August, and September for the third quarter; and October, November, December for the fourth quarter.
- 1.14. “*Third Party*” or “*Third Parties*” means any person/people or entity/entities that are not party to this Agreement.
- 1.15. “*Reprocessed Data*” means Broker Data, and if applicable, Acquired Data that is reprocessed with a view to enhance the quality and marketability of the Broker Data.

Article 2.

DATA OWNERSHIP AND CAPACITY BUILDING

- 2.1. All Data shall be owned by the Government of Tanzania under the custodianship of PURA.
- 2.2. PURA shall retain custodianship of data, reports and derivatives during and after the expiry of the agreement and ...**M/s AAA...** shall lose the rights to deal with the data, report and derivatives following the expiration of this agreement.
- 2.3. ...**M/s AAA...** shall have obligations to submit to PURA copies of data package after completion of each stage of acquisition, processing, reprocessing and interpretation operations.

2.4. **...M/s AAA...** shall provide capacity building to staff assigned by PURA during data acquisition, processing, reprocessing and interpretation through attachment in the ongoing activities. All expenses for training shall be borne by **...M/s AAA...** and recover those expenses from the Data sales. Should PURA incur any cost to facilitate capacity building to the assigned staff, the cost should be refunded by the company.

Article 3.

SCOPE OF THE AGREEMENT

- 3.1. The Agreement establishes the basis for co-operation between PURA and **...M/s AAA...** on the acquisition, processing, reprocessing, interpretation, brokerage and licensing of petroleum data.
- 3.2. PURA and **...M/s AAA...** shall use their best efforts to market petroleum data to the international petroleum industry. PURA and **...M/s AAA...** shall use the data for making presentations in promotional meetings and may participate jointly at international conferences to market the data and exploration acreages.
- 3.3. **...M/s AAA...** will be responsible for day-to-day management, supervision and co-ordination for marketing and licensing of the Data and shall bear all the costs relating to joint participation in the promotional meetings at international conferences.
- 3.4. Licensee of the Data will secure from **...M/s AAA...** an executed license agreement defining the conditions for use of data and PURA shall be provided with a true copy of agreement within seven (7) days from the signing date of the license agreement.
- 3.5. For the purpose of Sub Article 3.4, **...M/s AAA...** and licensee shall be liable to PURA for any breach or loss arising from the executed License Agreement.
- 3.6. PURA hereby permits **...M/s AAA...** to transfer Data outside Tanzania for the purpose of implementation of this Agreement.
- ...M/s AAA...** shall return all the Data to PURA upon the expiration of the Agreement.

Article 4.

FINANCIAL TERMS

- 4.1. The costs of undertaking activities in this Agreement is the sum of all costs incurred by **...M/s AAA...** for acquisition, processing, reprocessing, interpretation, storage, marketing, sales of data and capacity building for staff assigned by PURA. These costs will be utilized to determine revenue sharing and when the costs of undertaking activities are deemed to have been recovered.
- 4.2. **...M/s AAA...** shall license the data to interested companies on a non-exclusive basis in accordance with the terms of Master License Agreement with the Licensee, the terms of which shall be similar as the document reference in Annexure 3. The data license fee price will be set by **...M/s AAA...** and approved by **PURA** taking into account estimation of market conditions including coverage of adequate cost basis.
- 4.3. If any interested third party contacts PURA directly with a request to purchase a license to any Data or Product which is the subject matter of this Agreement, PURA shall direct the third party to contact **...M/s AAA** Provided that PURA shall approve the price set by, for purchase of data under this agreement.
- 4.4. **PURA** shall make effort to ensure Multiclient data are less costly than proprietary data and the Geophysical companies make available data at a fair market rate to prospective clients.
- 4.1. For the purpose of this Agreement, Revenues/Income shall mean amount of money received from license of Data to Third Party clients as provided in this Agreement. Revenues/Income shall be apportioned net of shipping and reproduction fees, and any withholdings and deductions made against license fees owed to **...M/s AAA...** by a licensee. The Data delivery to the licensee shall not be effected unless the license fees have been credited to the **M/s AAA...**'s bank account.
- 4.2. All licensing of Data shall be in United States Dollars and no Data shall be licensed on credit. Under special circumstances PURA may allow usage of other currencies that are convertible to Tanzanian Shilling.

4.3.Revenues/ Income generated from licensing of Data for Tanzania shall be distributed between the Parties in the following proportions:

| | PURA revenue share (%) | ...M/s AAA... revenue share (%) |
|----------------------------|--|--|
| Before COST RECOVERY | A | 100 – A |
| After COST RECOVERY 100% | B | 100 – B |
| Beyond Twice Cost Recovery | C (biddable but not less than 40) | 100 – C |

Note: Cost is deemed as cost recovery when the total cumulative revenue shares to the contractor equals to the cost incurred in undertaking the activity. Parameters A and B will be agreed during negotiation.

- 4.4. **...M/s AAA...** shall immediately provide to PURA by email a copy of licensing invoice on every transaction detailing all financial transactions that pertain to Data sales. Upon receipt of monies from data licensing, **M/s AAA...** shall immediately submit to PURA payment receipt advice.
- 4.5. **...M/s AAA...** shall at all-time maintain a register of all financial transactions which shall be availed to PURA for audit at any time.
- 4.6. Electronic sharing platform that enhance transparent and provide visibility to PURA of all transaction under this agreement shall be established and adopted for use during all data licensing under the agreement.
- 4.7. There shall be a jointly project Account opened by parties (**PURA and ...M/S AAA...**) to this agreement for depositing all the revenue obtained under this agreement. And that **...M/s AAA...** shall provide to PURA a quarterly statement of data license within fourteen (14) days of completion of the preceding quarter. The statement shall itemize for each license, the licensee name, the amount/type of data licensed, the rate in US dollars, the total income and the revenue allocation to the parties.

- 4.8. Following **...M/s AAA...**'s submission of a quarterly statement stipulated above, PURA will issue a request for transfer of funds as per sample letter in Annexure 2 of this Agreement. **...M/s AAA...** shall transfer the PURA revenue share to PURA's designated bank account in United States Dollars within seven (7) working days from receipt of request for transfer funds.
- 4.9. **...M/s AAA...** and Licensee shall be entirely responsible for declaring and paying taxes from performance of this Agreement and on income arising thereto.
- 4.10. Remittance of the PURA's share of income shall be made within seven (7) days after **...M/s AAA...** receipt of each payment from its customer/licensee. All Payment shall be made to the designated PURA's Account. All sums due from **...M/s AAA...** under this Agreement during any period shall, for each day such sums are overdue during such period, bear interest compounded daily at an annual rate equal to 10%.
- 4.11. PURA shall conduct Audit of all transactions relating to activities under this agreement annually. PURA shall provide **...M/s AAA...** with no less than fourteen (14) working days written notice of its intent to perform an audit. PURA's right to audit shall not extend to **...M/s AAA...**'s confidential information, trade secrets and proprietary information.
- 4.12. For the purpose of the Article 4, **...M/s AAA...** shall maintain, throughout the period of this Agreement and for a further period of seven (7) years following the expiry or termination of this Agreement, all records that are related to this Agreement.

Article 5.

INFORMATION TO BE INCLUDED IN THE QUARTERLY REPORT

5.1. Subject to Regulation 14 of the Petroleum (Reconnaissance and Tendering) Regulations and paragraph 4.10 of this agreement, **M/s AAA** ... shall, within fourteen (14) days after the end of each calendar quarter, submit to PURA the quarterly Reconnaissance Report using a format provided in Annexure 5 of this Agreement.

Article 6.

ASSIGNMENT

6.1. ...**M/s AAA**... shall not assign, sublet or transfer its rights or obligations hereunder without prior written authorization of PURA, except in the cases when assignment, sublet or transfer of the right and/or obligations is executed to ...**M/s AAA**...'s affiliate for which a notification shall be provided to PURA within seven (7) days after the assignment, sublet or transfer.

6.2. A written application from ...**M/s. AAA** ... in accordance with regulation 11 of the Petroleum (Reconnaissance and Tendering) Regulations, 2019 shall be required to be submitted to PURA to warrant PURA's consideration of the application for transfer and assignment of Reconnaissance Permit and hence a novation of the Multiclient Agreement.

6.3. Where PURA grant approval on the transfer, the novated Multiclient Agreement shall be such that it retains, save, preserve and make good the benefits that are entitled to and enjoyed by PURA in the initial agreement before the applied assignment and it transfer all right and obligations of ...**M/s AAA**... to the transferee.

Article 7.

FORCE MAJEURE

7.1. Neither PURA nor ...**M/s AAA**... shall be deemed to be in default of their obligations whilst performance thereof is prevented or delayed by circumstances beyond their control. Such circumstances include floods, fire, pandemic,

earthquakes, and other acts of nature, as well as military actions, riots, war, strikes, insurrection, civil disturbance which are beyond the control of the participants in this Agreement.

7.2. The Party claiming force majeure shall notify the other in writing as soon as practicable, but in any event, not later of 48 hours after the affected Party becomes aware of the Force Majeure and take all reasonable and necessary measures to resume full execution of performance hereunder as soon as possible. In the event of any such Force Majeure, the date of performance shall, at the request of the affected Party, be deferred for a period equivalent to the time lost by reason of the Force Majeure. Any right, duty, obligation and liability of either Party suspended by reason of Force Majeure shall be resumed forthwith after such cause shall have been terminated or removed. Payment obligations due hereunder shall not be the subject to the force majeure relief.

Article 8.

CONFIDENTIALITY

8.1. Both parties agree to keep confidential and not to exchange or divulge data including but not limited to geological, geochemical, geophysical and any other Data received under the terms of this Agreement (hereinafter referred to as “Confidential Information”) with or to any person not a party to this Agreement except as provided in this Article. However, either Party may divulge such data on the same confidential basis as prescribed herein to the persons or entities listed in Article 8.2 and 8.3 hereunder.

8.2. ...**M/s AAA...** may disclose the Confidential Information without PURA’s prior written consent to such of the following persons or entities:

- i. employees, officers and Directors of ...**M/s AAA...**;
- ii. employees, officers and Directors of an Affiliate of ...**M/s AAA...**;
- iii. any professional consultant or agent retained by ...**M/s AAA...** for the purpose of evaluating the Confidential Information;

- iv. any bank financing ...**M/s AAA**... execution of the Data including any professional consultant retained by such bank for the purpose of evaluating the Confidential Information; and
- v. any court or legislative or administrative body in compliance with applicable law or the rules of any stock exchange on ...**M/s AAA**... securities listed, provided ...**M/s AAA**... supplies PURA with written notice which shall include a copy of such required disclosure.

8.3. PURA may disclose the Confidential Information without ...**M/s AAA**... prior written consent to such of the following persons or entities:

- i. employees' officers and Directors of PURA;
- ii. The Government of Tanzania and any appointed agent of the Government including the National Oil Company;
- iii. any professional consultant or agent retained by PURA for the purpose of evaluating the Confidential Information; or
- iv. any court or legislative or administrative body in compliance with applicable law.

8.4. For the purpose of this Agreement, Confidential Information shall not include information which is in a Party's possession prior to the date of this Agreement but shall include Petroleum Data as defined and provided for in the Petroleum Act, 2015 to be owned by the Government under the custodianship of PURA.

8.5. Unless otherwise agreed or required by the terms of this Agreement, both Parties to the Agreement shall keep all matters pertaining to it confidential.

8.6. The Parties acknowledge that any breach of the obligation of Confidentiality Clause under this Agreement will result in loss to the other Party and therefore, in the event of any such breach, the other Party may submit to an injunction or give undertakings to the court to prevent further breaches, without prejudice to such Party's rights to pursue other forms of relief.

Article 9.

TERM AND TERMINATION

- 9.1. The effective date of this agreement shall be the last date of signature by the Parties.
- 9.2. This Agreement shall expire after a period of ten (10) years from the effective date. Upon agreement, prior to the expiration date by the Parties, this Agreement may be extended twice for further periods of three (3) years each. ... **M/s AAA**.... shall be required to apply for and secure reconnaissance permit as provided in the Petroleum Act, 2015.
- 9.3. Either Party may, by written notice to the other party, served not later than Sixty (60) days prior to expiration of the agreement, require the other party to enter into negotiations for an extension of the agreement.
- 9.4. Once this Agreement has expired or terminated, the rights and obligations of ...**M/s AAA**... and PURA established in this agreement shall cease and ...**M/s AAA**... shall deliver to PURA all Data relevant to this Agreement.
- 9.5. PURA understand and agree that, the termination or expiry of this Agreement for any cause whatsoever shall not void the validity period of any license granted by ...**M/s AAA**... on behalf of PURA under the terms of the present Agreement prior to such termination or expiry.
- 9.6. PURA may terminate this Agreement by written notice to ...**M/s AAA**..., in the event ...**M/s AAA**... fails to perform any of its obligations, including the obligations provided for in Article 3.4 and 3.5 and ...**M/s AAA**... fails to remedy the breach of its contractual obligations within 30 days of receiving notice from PURA of the breach.
- 9.7. Upon termination of this Agreement the Parties shall have no further obligations hereunder except for:
- (i) PURA's rights of custodianship of Data obtained before and or during the termination in accordance with Article 2;
 - (ii) The rights that could be maintained by any party, in accordance with the laws applicable in Tanzania; and

- (iii) Both Parties' obligations contained under Article 8 of this Agreement shall survive the termination of this Agreement, regardless of the cause or reason for such termination of this Agreement to divulge the Data to other parties.
- 9.8. PURA shall have rights to recourse in case ...**M/s AAA**... terminates the agreement on grounds of voluntary wind up or breach of the terms of this agreement.
- 9.9. The remedy to be afforded to PURA shall include the financial guarantee deposited by ...**M/s BBB**... on behalf of ...**M/s AAA**... and at minimum consideration shall be determined by considering the kind and amount of resources that PURA will require to meet its objectives which would have been otherwise met unimpeded by execution of the terms of this Agreement. Notwithstanding any provision in contrary to this Agreement, save the cases of material breach by **M/s AAA**, in the event of termination or expiry of this Agreement before a full recovery of the costs incurred under this Agreement, PURA shall have the option to extend this Agreement for additional years until the cost is fully recovered.
- 9.10. During the term of this Agreement and after termination or expiry of this Agreement, ...**M/s AAA**... shall retain a non-exclusive license for fifteen (15) years to use the Data for its own internal and non-commercial use to improve its service, equipment or software.

Article 10.

DISPUTE RESOLUTION

- 10.1. This agreement shall be governed and interpreted in accordance with the laws of Tanzania.
- 10.2. For any dispute arising out of this agreement, parties shall make reasonable efforts to resolve the dispute and reach an amicable settlement by direct negotiations within three (3) months from the date of the notification of the disagreement sent by one party to the other.

10.3. In case of failure to reach an amicable settlement, the dispute shall be referred to and finally resolved by arbitration under Rules of conciliation and Arbitration of the International Chamber of Commerce.

10.4. The tribunal shall consist of three (3) arbitrators, one appointed by PURA, one appointed by ... **Ms/AAA..** and one (1) appointed by unanimous decision of the parties arbitrators. The place of arbitration shall be Tanzania or any other neutral country agreed by parties. Each part to bear its own expenses of arbitration.

Article 11.

GOVERNING LAW

11.1. This agreement shall be solely governed by and interpreted in accordance with by the laws of United Republic of Tanzania.

Article 12.

INDEMNIFICATION

12.1 The Parties indemnify and hold each other harmless from any claims or pretensions due to indemnifying Party's failure to execute any of its obligations under this Agreement or under applicable law.

12.2 Neither Party shall be liable from and against special, indirect, incidental or consequential damages or losses, including, without limitation, loss of profits, loss of production or business interruptions which result in any manner, directly or indirectly, from the performance of this Agreement.

12.3 The Parties agree and understand that PURA has backup copies of Broker Data and/or tapes, either in hard or digital copy. ...**M/s AAA...**'s sole liability for loss, destruction or damage to any Broker Data/tapes in ...**M/s AAA...**'s possession shall be limited to the cost of recopying, reformatting, or reconstituting the lost, destroyed or damaged Broker Data/ tapes, if such loss may be reasonably corrected through the provision of tape copies or further reprocessing services. PURA shall have no other remedy for loss, destruction or damage to any Broker Data/tapes in ...**M/s AAA...**'s possession. ...**M/s AAA...**shall have no liability to PURA for lost, destroyed

or damaged Broker Data/tapes in the possession of PURA or any shipper, transporter, courier, delivery service or other designated third party, or that is recorded on defective or inadequate tapes or other media supplied or requested by PURA, and PURA hereby agrees to indemnify and hold harmless ...**M/s AAA**... for anything arising therefrom.

Article 13.

WARRANTY

13.1 ...**M/s AAA**... may give Parties the benefit of its best judgment based upon its experience in interpreting information and making recommendations, either written or oral, on logs, tests or other data, type or amount of material or service required, manner of performance or prediction of results. ...**M/s AAA**... interpretations, recommendations and predictions are its opinion only and this is due to (i) the impracticability of obtaining first-hand knowledge of the many variable conditions, (ii) the reliance on inferences, measurements and assumptions which are not infallible and with respect to which competent specialists may differ, and/or (iii) the necessity of relying on facts and supporting oilfield services furnished by others.

13.2 As such, no warranty is given and ...**M/s AAA**... will have no responsibility for, the accuracy, correctness or completeness of any log, test or other data, the design, performance, or effectiveness of products, materials, rentals or supplies used, reservoir or seismic data (including software models), recommendations given, interpretations or any other results provided or derived on the work. ...**M/s AAA**... has no responsibility for loss or damage arising from the results and/or recommendations suggested by such work, nor is the work intended to provide the basis for any decisions subsequently made by Parties which are Parties' sole responsibility. Parties are solely responsible for their use and reliance on the work, including all decisions and actions on its exploration and production operations. Parties waives, defend, indemnify and hold harmless ...**M/s AAA**... from and against all claims arising on the use of the work.

Article 14.

INTELLECTUAL PROPERTY RIGHTS

14.1 While performing under this Agreement, 1 ... **M/S. AAA...** may utilise expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are ... **M/S. AAA...**'s sole and exclusive property and which ... **M/S. AAA...** may freely utilize in providing services for its other customers. ... **M/S. AAA...** grants no title or license or right to PURA to use ... **M/S. AAA...**'s intellectual capital (including intellectual property).

Article 15.

MODIFICATION AND HEADINGS

- 15.1. This Agreement shall not be amended or modified in any respect except by the mutual consent in writing of the parties hereto.
- 15.2. The headings of this Agreement are for convenience only and shall not be taken into account in interpreting the terms of this Agreement

Article 16.

NOTICES

16.1. A notice shall be in writing or in electronic forms that provide the content of the communication and shall be effective to the other party on delivery or acknowledgement.

For PURA:

Director General,
Petroleum Upstream Regulatory Authority,
Ministry of Energy and Minerals Building,
P. O. Box 11439
DAR ES SALAAM, TANZANIA
Email: dgpura@pura.go.tz

For ...M/s AAA...:

Chief Executive Officer,
...M/s AAA...,
(Physical Address),
P. O. Box (Postal Address)
City/ state, Country.
Email:

Article 17.

WAIVER

- 17.1 No waiver of any term or condition of this Agreement by any Party shall be valid unless expressed in writing and signed by such Party and communicated by such Party to the other Party and agreed by both Parties.
- 17.2 A waiver by any Party of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or the breach in the future or waiver of any other terms or conditions or breach of this Agreement.
- 17.3 Failure of a Party to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach.

Article 18.

ENTIRE AGREEMENT AND SEVERABILITY

18.1 This Agreement and its annexures referred to herein constitute the entire agreement between the Parties. All prior communications, representations, offers, and agreements, either oral or written, with respect to the subject matter hereof, are abrogated and withdrawn.

18.2 In case of any provision of this Agreement, or a portion thereof, be unenforceable, as agreed by both Parties, or in conflict with laws of Tanzania, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provisions, or portion thereof, were not contained herein

IN WITNESS WHEREOF, this Agreement is executed in two original copies by the duly authorized signatories of each Party: -

FOR PETROLEUM UPSTREAM REGULATORY AUTHORITY (PURA) BY:

Name _____
Signature
Title _____
Date: _____

AND

Name _____
Signature
Title:
Date: _____

...M/s AAA...

Name _____
Signature
Title:
Date: _____

AND

Name _____

Signature

Title:

Date: _____

Schedule A-6. *Request to Transfer Funds Sample Letter*

(An attachment to the Multiclient Agreement as Annexure 2)

Request to Transfer Funds Sample Letter

(On PURA Letterhead)

To:
Chief Executive Officer,
...M/s AAA...,
(Physical Address),
P. O. Box (Postal Address)
City/ state, Country.
Email:

Dear Sirs

Subject: Agreement between PURA and M/s AAA.....

PURA acknowledges receipt of your letter dated **xxxx** relating to the revenue share of funds derived from the licensing of Tanzania seismic data as governed by the above agreement.

You are kindly requested to transfer the sum of **US \$ XX** to the PURA's nominated account as follows:

Bank Name:
Branch:
Branch Code:
Account Name:
Account Number:
Swift Code:

Please advise of the value date when the transfer is complete.

Yours faithfully,

For **Petroleum Upstream Regulatory Authority**

Schedule A-7. Master License Agreement Template

(An attachment to the Multiclient Agreement as Annexure 3 – To be executed by ...**M/s AAA** ... and Data Licensee/purchaser))

Master License Agreement Template
(An attachment to the Multiclient Agreement)

A template/example of Master License Agreement governing any licenses to the Data shall be provided by ... **M/s. AAA...** Multiclient Company.

MASTER LICENSE AGREEMENT
FOR MULTICLIENT GEOPHYSICAL, GEOLOGICAL AND GEOCHEMICAL DATA

THIS MASTER LICENSE AGREEMENT FOR MULTICLIENT GEOPHYSICAL, GEOLOGICAL AND GEOCHEMICAL DATA (the Master License Agreement") is made effective **this []th day of [] 202[]**("Effective Date") **by and between:**

(...) with its registered address at (...) on its behalf and on behalf of its affiliated and related companies ("**M/s. AAA...**"); and,

[] with its registered address at, [], and principal address at [] on its behalf and on behalf of its Related Entities ("**Licensee**").

(hereinafter referred to individually as "**Party**" and collectively as "**Parties**")

WHEREAS, ... M/s. AAA... is the owner, or otherwise has the right to license certain proprietary Geophysical and geological data and reports derived from valuable consideration expended by ... **M/s. AAA...**;

WHEREAS, Licensee desires to obtain a non-exclusive license to use specified portions of the data and interpretations thereof pursuant to the terms and conditions set forth herein; and

WHEREAS, ... **M/s. AAA...** agrees to grant a license to Licensee thereof pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, conditions and respective agreements contained in this Master License Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged;

THE PARTIES HEREBY AGREE as follows:

SECTION ONE - FORM OF AGREEMENT

1. OBJECT

... **M/s. AAA...** shall license to Licensee the Data as may from time to time be ordered by Licensee in accordance with the terms and conditions set out in this Master License Agreement. ... **M/s. AAA...**'s grant of a license for the Data shall be by an applicable supplemental agreement, executed by ... **M/s. AAA...** and Licensee, in substantially the form as provided in "Exhibit A", identifying the specific Data licensed and other matters concerning the license transaction to which the Parties mutually agree ("Supplement").

2. CONTENTS

This Master License Agreement consists of this Section 1 - Form of Agreement; Section 2 - General Terms and Conditions; and all Exhibits duly signed by the Parties.

3. TERM

This Master License Agreement shall be in effect from the Effective Date and shall continue in effect for a term of twenty-five (25) years or until terminated as provided herein. Subject to Article 7 of this Master License Agreement, a Supplement shall continue to be in force even if the Master License Agreement would otherwise terminate or expire. Notwithstanding the expiration or termination of this Master License Agreement and/or any Supplement, all terms

and conditions hereof regarding confidentiality and restrictions on the use, Disclosure and Transfer of Data delivered to Licensee shall survive and continue in full force and effect.

4. PRIOR AGREEMENTS

This Master License Agreement including any Supplement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, and communications between the Parties whether orally or in writing related to the subject matter of this Master License Agreement.

However, any licenses between the Parties for Multiclient Seismic Data granted prior to the Effective Date and in effect as of the Effective Date shall remain effective according to their original terms and conditions.

5. CONFIDENTIALITY

This Master License Agreement and any Supplement shall be considered a confidential document between Licensee and ... **M/s. AAA...** and shall not be disclosed to any Third Party without ... **M/s. AAA...** 's prior written consent.

IN WITNESS WHEREOF, this Master License Agreement is duly executed.

Licensor

Licensee

By: _____ By: _____

Signature

Signature

Title _____

Title: _____

Print Name

Print Name

Attachments:

SECTION TWO - GENERAL TERMS AND CONDITIONS

EXHIBIT A - FORM OF SUPPLEMENT

**MASTER LICENSE AGREEMENT
FOR MULTICLIENT SEISMIC DATA**

SECTION TWO - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Master License Agreement and any Supplement, the following expressions shall have the following meanings:

- A. "Acquirers" shall mean Third Parties that conclude a Third Party Acquisition with Licensee, whether accomplished by statutory merger, asset sale or purchase, stock sale or purchase, bankruptcy reorganization, or any other transaction.
- B. "Allowed Viewing Parties" shall mean Prospective Partners and Prospective Acquirers.
- C. "Claims" shall mean all claims, demands, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses, attorneys' fees and costs of litigation.
- D. "Control" shall mean the ability to direct, manage and/or dictate the actions of and/or determine the management of the entity in question whether by the election of members of the Board of Directors or other governing body of such entity, or by having a majority number of members of such governing body, or by other means.
- E. "Data" shall mean industry standard format Geophysical or geological information, regardless of the form or medium on which it is displayed or stored and which ... **M/s. AAA...** for which it has the right to grant use licenses, and includes Raw Sensor Measurements.
- F. "Data owner" means, for the case of Petroleum Data and its derivatives, Tanzania Mainland which under the laws of Tanzania has entrusted custodianship to the Petroleum Upstream Regulatory Authority (PURA).

- G. "Derivatives" shall mean any products derived from Interpretation and/ or Reprocessing of Data by ... **M/s. AAA...**, Licensee or its Consultants.
- H. "Disclose" shall mean to display or otherwise show the Data for short periods of time, in secure environments whereby others are not able to make copies, summaries, transcriptions, reproductions or interpretations of any type or remove copies, summaries, transcriptions, reproductions or interpretations of the Data of any type, or otherwise acquire knowledge or information from the Data comparable to having a copy of the Data. "Disclosed" and "Disclosure" shall be construed in accordance with this same definition.
- I. "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the Party in question, and shall include but not be limited to strikes, lockouts, riots, war (declared or undeclared), acts of God, civil insurrection, fire, threat on life of personnel and risk of destruction of vessel, acts of terrorism, expropriation or seizure of equipment (including vessels), or other similar cause, provided such cause is beyond the Party's reasonable control.
- J. "Interpretation Products" shall mean any and all products that are based upon space and time location of the Data and/or Derivatives but that do not directly incorporate actual Data or Derivatives values or magnitudes.
- K. "Master License Agreement" shall mean Section 1 - Form of Agreement; Section 2 - General Terms and Conditions, and all Exhibits thereto, if any, duly signed by the Parties.
- L. "Licensee's Consultants" shall mean Third Parties engaged by Licensee that are in the business of and are known to be well qualified to interpret, reprocess or make other technical studies of the Data for the sole use and benefit of Licensee. Licensee's Consultants may not be Prospective Partners, Partners, Prospective Acquirers or Acquirers, or otherwise be in the business of exploring for or producing hydrocarbons.
- M. "Ownership" shall mean, in the case of a corporation or other entity which issues voting securities, at least 50% (or such lesser percentage which results in *de facto* Control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, at least 50% (or such lesser percentage which results in *de facto* Control) of the interest in the profits thereof.
- N. "Parent Company" shall mean the corporation or other entity that, as of the date of this Master License Agreement, has direct or indirect Ownership or Control over the Party in question.
- O. "Partners" shall mean Third Parties contractually related to Licensee in Third Party Business Transactions (whether or not such relationships constitute a partnership at law).

- P. "Prospective Acquirers" shall mean Third Parties with which Licensee is, or shall be, conducting *bona fide* negotiations in an endeavor to conclude a Third Party Acquisition.
- Q. "Prospective Partners" shall mean Third Parties with which Licensee is, or shall be, conducting *bona fide* negotiations in an endeavor to conclude a Third Party Business Transaction.
- R. "Raw Sensor Measurements" shall mean acoustic measurements from individual sensors, prior to any type of adaptive (or functionally similar) digital filtration, or digital group forming; this term refers to both the physical article as well as the intangible property that resides in it.
- S. "Related Entities" shall mean Licensee's wholly owned Subsidiaries, and, in the event the Licensee is wholly owned, Licensee's Parent Company and the other wholly owned Subsidiaries of Licensee's Parent Company that (i) exist as of the date of this Master License Agreement; or (ii) are formed after the date of this Master License Agreement as a result of an internal reorganization. "Related Entities" shall not include entities formed after the date hereof to accomplish a statutory merger, asset sale or purchase, stock sale or purchase or any other transaction with an entity that is not defined as a Related Entity as of the date of this Master License Agreement.
- T. "Reprocessing Products" shall mean any and all products created through computer processing of the Data by whatever techniques and regardless of the form or medium on which they are displayed or stored.
- U. "Storage Contractor(s)" shall mean Third Parties which are bona fide recognized contractors that are engaged by Licensee to provide central storage facilities and retrieval services and/or electronic databases for Geophysical and geological data for the sole use and benefit of Licensee; provided that such contractors are not, directly or indirectly, related to or in the business of exploring for or producing hydrocarbons, are not competitors of ... **M/s. AAA...** , and do not directly or indirectly own an economic interest in any oil and gas lease, production-sharing contract, or other interest within the geological area of the Data subject to this Master License Agreement and/ or any Supplement.
- V. "Subsidiary" shall mean a corporation or other entity that, as of the date of this Master License Agreement, the Licensee or the Licensee's Parent Company has Ownership or Control over, or that is later formed as part of a corporate reorganization wherein the party or the party's Parent Company causes a restructure or realignment of the various companies in the corporate family, or a formation of a new Company, that is not the result of a statutory merger, asset sale or purchase, stock sale or purchase or any other transaction.

- W. "Supplement(s)" shall mean a supplemental agreement, executed by the Parties, in substantially the form as provided in "Exhibit A", identifying the specific Data licensed and other matters concerning the license transaction to which the Parties mutually agree.
- X. "Third Party" shall mean any corporation, individual, partnership, trust or other entity not a party to this Master License Agreement (including but not limited to Acquirers, Partners, Prospective Acquirers and Prospective Partners) that is not a Related Entity. "Third Parties" shall be construed in accordance with this same definition.
- Y. "Third Party Acquisition" shall mean any transaction entered into by Licensee after the date hereof whereby any Third Party acquires the majority interest in the assets of Licensee, or otherwise gains Control or Ownership of Licensee or Licensee's oil and gas assets and business operations, whether by asset or stock purchase, statutory merger, bankruptcy reorganization or any other transaction.
- Z. "Third Party Business Transaction" shall mean farmouts, operating agreements, and acreage trades entered into by Licensee with Third Parties for the joint exploration and/or development of a particular geographical area(s).
- AA. "Transfer" shall mean the sale, assignment, lease, license, sublet, sublicense, transfer, novation, exchange, trade, publication, encumbrance, or other disposition of the Data. "Transferred" shall be construed in accordance with this same definition.

2. DATA OWNERSHIP & LICENSE

- A. The Data contains valuable proprietary information and trade secrets of ... **M/s. AAA...** or its principal (the "Data Owner") and is protected by the Laws of Tanzania. Title to and ownership rights in such Data shall at all times remain with ... **M/s. AAA...**, or the Data Owner.
- B. Upon payment of the license fee, Licensee shall acquire only the non-exclusive right to use the Data in accordance with the terms and conditions in this Master License Agreement and any applicable Supplement. Licensee shall in no event Disclose or Transfer the Data except as specifically provided in this Master License Agreement. Licensee warrants that its personnel are aware of and shall comply with the provisions of this Master License Agreement and any applicable Supplement.
- C. Data that pertains to geographic areas under Tanzania Mainland jurisdiction or control or obtained and is under ownership of the Government of Tanzania shall be governed by Petroleum Act, 2015 (as amended), and Licensee hereby acknowledges and agrees to comply with such restrictions and reporting obligations therein.

3. DATA DELIVERY & PAYMENT

- A. Licensor shall only deliver the Data to the Licensee after Licensee returns a signed Supplement to ... **M/s. AAA....** Data delivered to Licensee shall be accompanied by a transmittal letter describing the Data, which Licensee shall sign and return to ... **M/s. AAA...** within thirty (30) days of receipt. Acceptance of the Data by the Licensee shall subject Licensee to the terms and conditions of this Master License Agreement and any applicable Supplement.

- B. Licensee will be invoiced the amount of the agreed license fee, plus applicable charges for copying, handling, reproducing, splicing, shipping, insurance, taxes, duties and other costs. Licensee agrees to pay ... **M/s. AAA...** in accordance with the charges invoiced to Licensee within thirty (30) days of the date said invoice is received by Licensee. Invoices not paid within thirty (30) days shall be subject to an interest charge of 1.5% per month or the maximum amount of interest allowed by law, whichever is less.

- C. All Data delivered to Licensee shall be delivered subject to a provisional license. In the event of payment default, Section Two, Article 7A(iii) shall apply. Upon full payment of the license fees invoiced to Licensee, the Licensee shall be granted a non-exclusive license subject to the terms of this Master License Agreement and any applicable Supplement.

4. RIGHTS AND DUTIES OF LICENSEE

- A. ... **M/s. AAA...** hereby grants to Licensee the non-exclusive right to use the Data solely for internal purposes only. Licensee shall not use Disclose or Transfer the Data except as specifically provided in this Master License Agreement, and the applicable Supplement. Licensee agrees that the Data, and all derivative works thereof contain the confidential, proprietary, and trade secret information of ... **M/s. AAA...** or its licensors. Licensee agrees to hold the Data, Derivatives, and the terms of this Agreement (collectively, "Confidential Information") in strictest confidence. Licensee shall safeguard the Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, and trade secret information.

- i. RELATED ENTITIES. Licensee may Disclose and Transfer Data to Related Entities, with no additional license fee payable to ... **M/s. AAA....**, provided that:
 - 1. ... **M/s. AAA...** shall be given advance written notice of any such proposed Transfer; and
 - 2. The Related Entity shall be bound by the terms of this Master License Agreement and any Supplement; and

3. In the event the Related Entity shall cease to exist or no longer meets the definition of a Related Entity, the Data shall automatically revert to Licensee. Should Licensee no longer exist, the Data shall revert to ... **M/s. AAA...** .

ii. **LICENSEE'S CONSULTANTS.** Licensee may engage and make Data available to Licensee's Consultants to interpret or reprocess the Data for the sole benefit of Licensee, provided that for each such engagement, Licensee's Consultants agree, in writing prior to the engagement (a copy of such agreement shall be provided to ... **M/s. AAA...** upon request), that:

1. The interpretation or reprocessing of the Data performed by Licensee's Consultants shall be for the sole benefit of Licensee; and

(b) Licensee's Consultants shall maintain the confidentiality of the Data as specified herein and shall not Disclose or Transfer the Data to any Third Party; and

1. The Data shall remain on the premises of Licensee's Consultants solely for the time period necessary to perform the interpretation or reprocessing of the Data; and

(d) Licensee's Consultants shall not retain any copies of the Data or any interpretation or reprocessing of the Data and, upon completion of the engagement, shall deliver all copies thereof to Licensee.

iii. **ALLOWED VIEWING PARTIES.** Licensee may Disclose, but shall not Transfer, Data to Allowed Viewing Parties during the negotiation of Third Party Business Transactions or Third Party Acquisitions, provided that:

1. Licensee shall maintain a detailed written log of any such Disclosure and shall make such log available to ... **M/s. AAA...** upon request; and

1. Any Disclosure to Allowed Viewing Parties shall be limited to only Data relevant to those geographical areas subject to the negotiation; and

2. Allowed Viewing Parties shall agree in writing prior to Disclosure (a copy of which shall be provided to ... **M/s. AAA...** upon request) to maintain the confidentiality of the Data as specified herein; and

3. Disclosure shall be made to such Allowed Viewing Parties individually in a supervised "data room" on the premises of Licensee, for a limited period of time in a secure environment whereby said Allowed Viewing Parties are unable to make an independent interpretation of the Data, transcribe, summarize, photocopy, or reproduce the Data, or take any portion, copy, transcription or summary, reproduction, interpretation of the Data away from Licensee's secure "data room" or otherwise gain knowledge of the Data comparable to having a copy of the Data.

4. Licensee shall not Disclose the Data to Third Parties via the internet, e-commerce sites, virtual data rooms, asset divestiture web sites, or any other similar means of virtual access outside of Licensee's premises without the express prior written consent of ... **M/s. AAA...** .

iv. ACQUIRERS. Licensee shall not show or Transfer Data to Acquirers subsequent to concluding a Third Party Acquisition, unless:

- (a) ... **M/s. AAA...** shall be given advance written notice of any such proposed Transfer, along with all relevant facts concerning the proposed Transfer, including but not limited to the parties currently and anticipated to have access to and/or possession of the Data and the structure of the Third Party Acquisition transaction; and
 - A. Licensee has obtained ... **M/s. AAA...** 's written consent, in advance, for such Transfer; and
 - (c) If ... **M/s. AAA...** consents to the Transfer, Licensee shall cause the Acquirer to execute, as a condition of closing the Third Party Acquisition, ... **M/s. AAA...** 's then-current standard license agreement. Upon execution by the Acquirer of the license agreement, Licensee's Data received under this Master License Agreement and any Supplement shall be Transferred to Acquirer, the Data Transferred shall be governed by the Acquirer's license, and Licensee's rights in the Transferred Data shall terminate, with the exception that all provisions of the Master License Agreement regarding confidentiality and restrictions on the use, Disclosure and Transfer of the Transferred Data, shall survive termination of the Master License Agreement and remain in full force and effect; and
 - (d) ... **M/s. AAA...** 's consent to the Transfer may be conditioned upon payment to ... **M/s. AAA...** of an additional license fee prior to closure of the Third Party Acquisition. Such additional license fee shall not exceed fifty percent (50%) of the then-current list price for the Transferred Data.

v. PARTNERS. Licensee may not Disclose or Transfer Data to Partners subsequent to concluding a Third Party Business Transaction, unless:

- (a)... **M/s. AAA...** shall be given advance written notice of any such proposed Transfer or Disclosure; and
 - (b)Licensee has obtained ... **M/s. AAA...** 's written consent, in advance, for such Transfer or Disclosure; and
 - (c)The Partner has entered into a licensing transaction and executed a license agreement with ... **M/s. AAA...** for the Data, which license agreement shall contain substantially the same terms and conditions as this License Agreement.

vi. **GOVERNMENT AGENCIES, LITIGATION, ARBITRATION, DISPUTES AND COURT ORDERS.**

If Licensee is required to Disclose or ordered to produce Data to government agencies, a Court, regulatory body or an arbitration panel, Licensee shall give ... **M/s. AAA...** prompt notice of such process so that ... **M/s. AAA...** may seek an appropriate protective order (or other appropriate remedy) before disclosure by Licensee. If, in the absence of a protective order, Licensee is nevertheless compelled to Disclose Data or Derivatives, Licensee may Disclose only that portion of the Data or Derivatives that Licensee is advised by written opinion of counsel is legally required to be disclosed in compliance with the relevant process. In the event of such Disclosure, Licensee shall give ... **M/s. AAA...** written notice of the Data or Derivatives to be Disclosed as far in advance of its Disclosure as practicable, and upon ... **M/s. AAA...** 's request, Licensee shall use all reasonable efforts to obtain assurances that the Disclosed Data or Derivatives will be accorded confidential treatment.

- B. Unless specifically authorised under Section Two, Article 4(A), Disclosure or Transfer or other dissemination of the Data to Third Parties is specifically prohibited except by ... **M/s. AAA...** 's prior written consent. Licensee shall advise all Third Parties to whom Data is Disclosed pursuant to this Master License Agreement, in writing, of all restrictions pertaining to the confidentiality and use of Data. Acknowledgement of such notices shall be provided to ... **M/s. AAA...** .
- C. Licensee may make copies of Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all copies shall bear the Notice below, which Notice shall not be removed, obliterated, concealed or otherwise obscured by Licensee or any other person.

"NOTICE"

THIS DATA IS OWNED OR CONTROLLED BY AND IS AN INTELLECTUAL PROPERTY RIGHT OF ... M/S. AAA... OR THE DATA OWNER AND IS PROTECTED BY U.S., TANZANIA MAINLAND AND/ OR INTERNATIONAL COPYRIGHTS. THE USE OF THIS DATA IS RESTRICTED TO COMPANIES HOLDING A VALID USE LICENSE FROM ... M/S. AAA... AND IS SUBJECT TO THE CONFIDENTIALITY TERMS OF THAT LICENSE. THE DATA SHALL NOT BE DISCLOSED OR TRANSFERRED EXCEPT AS EXPRESSLY AUTHORISED IN THE LICENSE. ANY UNAUTHORISED DISCLOSURE, USE, REPRODUCTION, REPROCESSING INTERPRETATION OR TRANSFER OF THIS DATA IS STRICTLY PROHIBITED.

- D. Licensee shall not have access to ... **M/s. AAA...** 's original media (original field tapes). However, within ten (10) years from acquisition of the Data, Licensee may obtain a copy of the underlying media (excluding any Raw Sensor Measurements) for the Data originally licensed under any given Supplement at the normal pricing in effect at

the time the copy is ordered. Licensee's use of the media so obtained and the information contained on or derived from the media shall be restricted to the same rights granted herein for the Data covered by this Master License Agreement. Licensee agrees and understands that original media may erode, get damaged, and/or contain Data not relevant to the licensed area, and in such situations ... **M/s. AAA...** may be unable to provide Licensee the portions of the original media thereby affected.

- E. The Data may be delivered to the custody of Storage Contractors provided such Storage Contractors:
1. Agree, in writing, in advance of the restricted use of the Data (a copy of such agreement provided to ... **M/s. AAA...** upon ... **M/s. AAA...** 's request) to maintain the confidentiality of the Data as specified herein; and
 2. Make such Data available only to Licensee or Licensee's Related Entities as authorized by ... **M/s. AAA...** as provided herein; and
 3. Immediately returns all copies of the Data to Licensee upon completion of the service engagement with Licensee.

5. DERIVATIVE PRODUCTS

- A. Reprocessing Products created by Licensee, or its Consultants shall be owned by Licensee, but shall be subject to all terms of confidentiality and restrictions upon use, Disclosure and Transfer as is provided herein for the original Data.
- B. Interpretation Products created by Licensee or its Consultants shall be owned by Licensee but shall be subject to all terms of confidentiality and restrictions upon use, Disclosure and Transfer as is provided herein for the Data except that the requirements of Section Two, Article 4 shall not apply to the Disclosure or Transfer of such Interpretation Products within specific, limited geographic areas as required to promote oil and gas exploration and/or development activities of Licensee.
- C. All Reprocessing Products or Interpretation Products created by Licensee or its Consultants shall have added to them or on their container the Notice set forth in Section Two, Article 4.C above.
- D. All Reprocessing Products or Interpretation Products created by ... **M/s. AAA...** or its contractors for the account of ... **M/s. AAA...**, for the purpose of sale, shall be under custodianship of ... **M/s. AAA...**, and shall be subject to the payment of additional license fees pursuant to a new Supplement if ordered by Licensee.

6. OBLIGATIONS & REPRESENTATIONS OF ... M/s. AAA...

- A. Data delivered to Licensee hereunder are, to the best of the knowledge, information and belief of ... **M/s. AAA...** , prepared in accordance with accepted practices of the Geophysical profession, but licensee acknowledges it is accepting the Data "as is" and ... **M/S. AAA...** makes no representation or warranty, express or implied, of any kind or description, including but not limited to warranties of merchantability or fitness for a particular purpose, in respect thereto and such Data is delivered hereunder with the explicit understanding and agreement that any action licensee may take based on the data received shall be at its own risk and responsibility. Licensee shall indemnify and hold harmless ... **M/S. AAA...** from and against all claims arising out of or related to licensee's use of the data or any actions taken by or on behalf of licensee based on the Data including but not limited to all claims by licensee's related entities or third parties, regardless of the negligence or other fault of ... **M/S. AAA...** , licensee, or any third party.
- B. ... **M/s. AAA...** agrees to defend at its sole expense any legal proceedings brought against it or Licensee claiming infringement of a patent by ... **M/s. AAA...** relating to the acquisition and processing of the Data, provided Licensee notifies ... **M/s. AAA...** promptly in writing of any such legal proceedings against it and gives ... **M/s. AAA...** Authority, information and assistance, at the reasonable expense of ... **M/s. AAA...** , in defense of such proceeding. Licensee may be represented by its counsel (at Licensee's sole expense), and may participate in any proceeding to which it and ... **M/s. AAA...** are defendants, provided ... **M/s. AAA...** shall control the defense thereof. Licensee shall indemnify, defend and hold harmless ... **M/s. AAA...** for any Claims of infringement where the Data has been modified by Licensee or where Licensee combines the Data with other products or services not supplied by ... **M/s. AAA...** and such modification or combination give rise to Claims of infringement.
- C. ... **M/s. AAA...** makes no representation or guarantee that leases or concessions for areas covered by the Data will be granted to Licensee or that other exploration activity will be authorized for the area covered by the Data by any government entity or other Third Party and any representation to that effect, implied or otherwise, is hereby expressly negated. furthermore, where ... **M/S. AAA...** has the right to license data and/ or derivatives on behalf of the rightful owner, it makes no representation or guarantee, that it shall continue to have such right during the entire term of this master license agreement.
- D. Notwithstanding anything to the contrary contained herein, ... **M/s. AAA...** shall in no event be liable to Licensee, its Partners or its Related Entities for punitive, indirect, incidental or consequential damages resulting from or arising out of this Master License Agreement or any applicable Supplement or the use of the Data, including, but not limited to loss of profit or business interruption, however same may be caused. Licensee's sole and exclusive remedy for any Claims arising under this Master License Agreement or any Supplement shall be limited to an amount equal to the license fees paid to ... **M/s. AAA...** under the applicable Supplement for the Data from which the specific Claims arose.

7. TERMINATION

- A. This Master License Agreement, and all Supplements, shall terminate as follows:
- i. In the event Licensee breaches any condition or provision of this Master License Agreement or any Supplement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data any or all Supplements and/ or the Master License Agreement may be terminated at the sole discretion of ... **M/s. AAA...** . In the event ... **M/s. AAA...** chooses to terminate any or all Supplements and/or the Master License Agreement, such termination shall have retroactive effect and shall be effective on the date of the breach; or
 - ii. In the event a Related Entity, Licensee's Consultants, Storage Contractors or Allowed Viewing Parties breach any provision of this Master License Agreement or any Supplement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data, any or all Supplements and/or the Master License Agreement may be terminated at the sole discretion of ... **M/s. AAA...** . In the event ... **M/s. AAA...** chooses to terminate any or all Supplements and/or the Master License Agreement, such termination shall have retroactive effect and shall be effective on the date of the breach; or
 - iii. In the event Licensee should materially breach any other provision of this Master License Agreement or any Supplement, including but not limited to failure to make any payment as called for herein, and subsequently fail to remedy such breach within thirty (30) days following notice of such breach from ... **M/s. AAA...** , any or all Supplements and/ or the Master License Agreement may be terminated at any time by ... **M/s. AAA...** . In the event ... **M/s. AAA...** chooses to terminate any or all Supplements and/or the Master License Agreement, such termination shall have retroactive effect and shall be effective on the date of the breach; or
 - iv. In the event Licensee should enter liquidation, administration, or administrative receivership; or a petition, application or notice of intention to appoint should be filed at court for a liquidation or administration; or a shareholders meeting be called to place the Company into liquidation; or a receiver be appointed over any asset of the Licensee; or the Licensee commences negotiations, or enters into any composition, compromise, assignment or Arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or an analogous event takes place in any other jurisdiction, then any or all Supplements and/ or the Master License Agreement may be terminated at any time by ... **M/s. AAA...** . In the event ... **M/s. AAA...** chooses to terminate any or all Supplements and/or the Master License Agreement, such termination shall have retroactive effect and shall be effective on the date of the breach; or
 - v. In the event Licensee should fail to make any payment as called for under the applicable Supplement, and subsequently fails to make such payment within ten (10) days following notice of such non-payment from ... **M/s. AAA...** ; ... **M/s. AAA...** reserves the right to withhold Data and/or Derivatives, until such payments have been received by ... **M/s. AAA...**. In the event ... **M/s. AAA...** chooses to terminate any or all Supplement and/or the Master License Agreement as set out in the paragraphs (i) to (v), such termination shall have retroactive effect and shall be effective on the date of the breach.

- vi. In the event any of the above paragraphs (i) to (v) occur in respect of the Related Entity in possession of any Data then any or all Supplements and/ or the Master License Agreement may be terminated at any time by ... **M/s. AAA...** . In the event ... **M/s. AAA...** chooses to terminate any or all Supplements and/or the Master License Agreement, such termination shall have retroactive effect and shall be effective on the date of the breach.
- vii. In the event Licensor ceases to have the right to license certain proprietary Geophysical and geological data for and on behalf of the rightful owner, the relevant Supplement shall terminate and Licensor shall have no further liabilities to Licensee.
 - A. Upon termination or expiration of this Master License Agreement, or any Supplement, Licensee shall return all Data and information derived from the Data to ... **M/s. AAA...** within twenty (20) business days. Licensee shall retain no copies thereof and shall certify in a manner satisfactory to ... **M/s. AAA...** that all copies of Data have been purged from Licensee's files.
 - B. Any loss of revenue due to Licensee's breach of any provision of this Master License Agreement or any Supplement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data shall be considered as having been directly caused by such breach.

8. ASSIGNMENT

- A. Licensee shall not assign, sublet or Transfer its rights or obligations hereunder, except as expressly authorized by this Master License Agreement, without the prior written consent of ... **M/s. AAA...** **M/s. AAA...** may assign, sublet or Transfer its rights or obligations hereunder upon notice to Licensee.
- B. Any event causing the Ownership or Control of Licensee to change, whether by virtue of acquisition, statutory merger, consolidation, buyout, or other transaction, shall be deemed an assignment hereunder, and this Master License Agreement and all Supplements and the rights thereunder shall automatically terminate in such an event unless ... **M/s. AAA...** has given prior written consent to assign or novate this Master License Agreement and any Supplements to the successor in Ownership or Control pursuant to Section Two, Article 4 above.

9. WAIVER

- A. The rights herein given to either Party hereto may be exercised from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or of any one or more of the other rights which the exercising Party may have.
- B. No waiver of any breach of a term, provision or condition of this Master License Agreement or any Supplement by one Party shall be deemed to have been made by the

other Party hereto, unless such waiver is expressed in writing and signed by an authorized representative of such Party. The failure of either Party to insist upon the strict performance of any term, provision or condition of this Master License Agreement or any Supplement shall not be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

10. GOVERNING LAW AND ARBITRATION

A. This Master License Agreement, any Supplement and all related Claims shall be governed by and interpreted in accordance with the substantive laws of England, excluding conflicts of law and choice of law principles.

B. The Parties shall attempt to resolve any and all Claims arising out of or related to this Master License Agreement or any Supplement through direct negotiation. If such negotiation is unsuccessful, any and all Claims arising out of or related to the Master License Agreement or any Supplement shall be resolved by binding arbitration. Arbitration shall be conducted in accordance with the International Chamber of Commerce Rules and the choice of law indicated in Article 10(A) shall govern the proceedings. The arbitration shall be held in London, UK and the Parties agree to exclusively submit to this jurisdiction.

(iv) Notwithstanding the agreement to arbitrate contained in this Article 10(B), in the event that ... **M/s. AAA...** wishes to seek a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief in connection with any or all Claims, arising out of or related to the Master License Agreement or any Supplement, even though some or all of such Claims allegedly are extra-contractual in nature, ... **M/s. AAA...** shall have the right to pursue such injunctive relief in court, rather than by arbitration. The Parties agree that such action for a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief will be brought in a court of competent jurisdiction in England and Wales.

The Parties agree for the purpose of such proceedings that damages would not be an adequate remedy.

(v) Without prejudice to any other mode of service allowed under any relevant law, the Licensee and the Related Entities irrevocably appoint **[name and address of service agent, which may simply be an English Company in their group]** ("**Process Agent**") as its agent for service of process in relation to any proceedings before the English courts in connection with this Master License Agreement and agrees that the failure by the Process Agent to notify it of the process with not invalidate the proceedings concerned.

C. If an arbitration is conducted:

i. The arbitration shall be heard and determined by one arbitrator, who shall be jointly appointed by the Parties. If the Parties are unable to agree on an arbitrator, the arbitrator shall be appointed by the rules of the governing arbitration Authority.

- ii. Any award shall be made and shall be payable in U.S. dollars free of any tax or any other deduction. Any award shall include interest from the date of any breach or other violation of this Master License Agreement or any Supplement. The arbitrator shall fix an appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full, which in no event shall be lower than the LIBOR rate on the date of the arbitrator's decision, nor higher than twenty one percent (21%). No award shall be made for punitive, special, exemplary, indirect or consequential damages, including loss of profits or loss of business opportunity.
- iii. Judgment of the arbitration award may be enforced by any competent court with jurisdiction over the Parties.

11. Notices

Any notice to be given hereunder shall be in writing, in English, and shall be properly given if delivered by hand or sent by registered post or by e-mail (with receipt-confirmation) to ... **M/s. AAA...**, Attn: General Manager, Multiclient Library, or to Licensee, attn: [Signatory to this Agreement], at the addresses set out in this Master License Agreement or at such other address as may from time to time be notified. A notice shall be deemed to be received at the time of delivery if by hand, on completion of the transmission if by facsimile, or upon actual receipt if by post, provided that if any such time is outside normal working hours of the place where such notice is received, it shall not be deemed received until the next working day.

12. FORCE MAJEURE

Neither Party hereto shall be liable for failure to perform its obligations under this Master License Agreement nor any supplement in so far as such is performance hindered or prevented by Force Majeure. In case either Party hereto shall be unable wholly or in part, because of such Force Majeure, to carry out its obligations under this Master License Agreement or any Supplement, it shall promptly give written notice to the other Party of the suspension of performance of such obligations, giving full particulars of such Force Majeure. Under no event shall the non-payment of monies properly invoiced be subject to a Force Majeure event.

13. Saving Clause

In the event any part of this Master License Agreement or any Supplement is inconsistent with or contrary to any applicable law, the same shall be deemed to be modified to the extent required to comply with said law (it being the intention of the Parties to enforce to the fullest extent all terms of this Master License Agreement or any Supplement) and as so modified those terms and conditions and these original terms and conditions shall continue in full force and effect.

14. TAXES

Prices and rates under this License Agreement or any applicable Supplement, unless explicitly stated to the contrary, do not include any applicable value added, sales or use tax or any other ad valorem tax by whatever name called. If any such taxes are applicable on the transaction, Licensee agrees that Licensor shall include such additional amounts in its billing and would be stated separately on the invoice.

Prices and rates under this License Agreement or any applicable Supplement do not include any withholding taxes that may be applicable upon payments by Licensee. If any withholding taxes are deemed to be applicable on settlements made by Licensee to Licensor, Licensee agrees that it shall on its own accord gross-up the license fee due under this License Agreement and/or any applicable Supplement in a fashion that net amounts received after such withholding yield back the prices and rates under this License Agreement and/or any of its Supplements. In such case, Licensee shall deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental Authority.

In the event any tax is imposed on Licensor, outside its country of incorporation and fiscal residence, as a consequence of the licensing of Data to Licensee under this License Agreement or any applicable Supplement or due to an act of the Licensee that is outside the control of the Licensor or due to the Licensee requesting the delivery of data outside the country to which it relates to, such taxes shall be for the sole account of Licensee and be paid by Licensee irrespective of how it is levied. Should Licensor have to pay such taxes, Licensee shall promptly reimburse Licensor such amounts that eliminate any incremental tax burden on the Licensor due to the above stated factors. Licensor undertakes to provide the Licensee documents evidencing the imposition of such tax.

The provision of this article shall remain in force after the License Agreement is terminated.

15. TRADE CONTROL COMPLIANCE

Both Parties shall comply with all trade/export control laws and Regulations applicable under this Master License Agreement or any applicable Supplement. Further, Licensee acknowledges that Licensee has been granted a non-exclusive license to use the Data in the country where it was delivered. Licensee's exportation of the Data, to certain countries that are subject to United Republic of Tanzania, United States, and United Nations, European Union or other similar trade sanctions is strictly prohibited. Licensee is responsible and shall indemnify, defend and hold ... **M/s. AAA...** and its affiliated and related companies harmless from any liabilities that result directly or indirectly from Licensee's non-compliance with any trade control Regulations or related laws. Licensee's export, transfer, assignment or other movement of the Data in violation of applicable trade control Regulations or laws shall result in the automatic termination of the Licenses.

16. BUSINESS CONDUCT

... **M/s. AAA...** is part of the ... **M/s. BBB...** Group of Companies. ... **M/s. AAA...** is committed to comply with the following code of conduct designed to help its Companies to take the right choices and decisions when conducting business.

16.1 For the purpose of this Article 16:

(a) “Anti-Corruption Compliance Due Diligence” means a dedicated process to allow the identification and assessment of any warning flags concerning any contract. “Warning flags” are facts or circumstances which might cause a reasonable person to suspect that Licensee Group may have engaged or may engage in bribery. Warning flags will be deemed to exist whenever some fact or circumstance suggests that the particular relationship involves a likely risk of bribery. If a warning flag is identified, careful consideration must be given to the steps that should be taken to eliminate or mitigate the bribery risk that the particular relationship may present.

(b) “Anticorruption Laws” means the Tanzanian Prevention and Combating of Corruption Act Cap. 329 R.E 2019, UK Bribery Act 2010 (UKBA), the US Foreign Corrupt Practices Act 1977 (USFCPA) (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and Regulations that prohibit bribing, or providing of unlawful improper payments in any form including facilitation payments or other benefits to Government Officials or any other Persons.

(c) “Close Family Member” means the Government Official’s spouse or partner, the Government Official’s and spouse’s or partner grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household with the Government Official.

(d) “Facilitation Payment” means the giving of anything of value to speed up an on-going process and/or routine government action (for example, customs inspections, visa processing, and certain permits/licenses). These routine actions would be ordinarily and commonly performed by the Government Official, and would be nondiscretionary, that is, for something to which the payer is already legitimately entitled.

(e) “Government Official” means (i) any Director, officer or employee of any Public Body including (1) employees paid full time or part time, (2) consultants and contractors of any government department or agency whether executive, legislative or judicial branches of government at all levels from national, state, local or town level; (ii) all employees of national oil companies and national services companies; (iii) any person acting in an official capacity for or on its behalf; (iv) any officer or employee or candidate of any political party or faction; (v) anyone otherwise holding a legislative, administrative or judicial position at any Public Body; or (vi) any Director, officer or employee of any public international organization (e.g. The United Nations or World Bank). Government Official also includes immediate Close Family Members of anyone described above.

(f) “Improper Payment” means the offer, promise, authorization, request, acceptance or agreement, whether directly or indirectly, to give or receive anything of value (whether nominal or otherwise) including Facilitation Payments, in order to (i) improperly influence someone’s judgment about ... **M/s. AAA...** products or services or those of another Company; (ii) improperly gain advantage when selling ... **M/s. AAA...** goods and services, conducting business transactions, or representing ... **M/s. AAA...** interests; or (iii) influence the use of discretionary Authority by any Government Official or Persons.

(g) “**Key Employees**” means any of Licensee’s officers, managers, Directors and employees responsible for directly providing services or works to ... **M/s. AAA...** under this License Agreement.

(h) “**Persons or Person**” means any corporation (including corporate body in any form), partnership (limited or unlimited), trust, instrumentality, unincorporated venture or association and individual.

(i) “**Public Body**” means any central or local government, or any ministry, department, agency, organ or instrumentality of state, or entity owned or controlled by, a government or state (e.g. a National Oil Company).

(j) “**Licensee/Licensee’s Group**” means (i) officers and employees of Licensee; and (ii) parent, affiliates, contractors, subcontractors, agents, consultants, invitees (including its officers and its employees) of any tier, whether contracted directly or indirectly.

16.2 For the purpose of this License Agreement, Licensee agrees and undertakes that all works provided and transactions executed under this License Agreement will comply with Anticorruption Laws. To ensure compliance with Anticorruption Laws, Licensee shall maintain and enforce its own internal rules that are in compliance with this Article 16.

16.3 The Parties agree with respect to this License Agreement that Anticorruption Laws and this Article 16 shall apply to Licensee and Licensee Group irrespective of whether Licensee and Licensee Group are subject to Anticorruption Laws.

16.4 Licensee represents and warrants that it has complied with this Article 16 and with Anticorruption Laws for the purpose of securing, performing, maintaining and extending this Agreement whether directly or indirectly and that this award, appointment, maintenance and/or extension was expressly made on the basis that this Article 16 and Anticorruption Laws have not and will not be breached.

16.5 Licensee shall not under any circumstances whatsoever (i) offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of ... **M/s. AAA...**’s Directors, officers, employees or agents, that is above a nominal value of Two Hundred US Dollars (\$ 200) or equivalent in local currency; or in any manner that is deemed excessive or extravagant; or (ii) in the case of an event (including sporting or other entertainment events), where Licensee does not attend.

16.6 ... **M/s. AAA...** expressly prohibits the making, offering, promising, receiving and/or authorizing Improper Payments to any Government Official or Person. Licensee warrants and undertakes that it has not and will not make, offer, promise, receive or authorize any Improper Payment whether directly, indirectly or through any Person or entity to influence an act of a

Government Official, Public Body and/or Person or to obtain, maintain, retain business or gain an improper advantage from a Government Official and/or Person. For the avoidance of doubt, Improper Payment shall include but shall not be limited to the offer, promise, payment of available funds, favor, gifts, entertainment, excessive promotional activities, investment opportunities, in-kind contribution, stocks, options, contracts, or a promise that has a value or can be exchanged for a value and/or benefit and also the creation of a favorable or easier working condition whether in the present or in the future.

16.7 Licensee also warrants and represents, having made reasonable enquiries, that neither Licensee nor Licensee Group:

1. has been convicted of any offence involving bribery, corruption, fraud, dishonesty or breach of trade control Regulations;
2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption, fraud, dishonesty or breach of trade control regulation;
3. has been or is listed by any government agency or development bank as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programs or contracts run or offered by such agency or development bank;
4. unless disclosed in writing to ... **M/s. AAA...** , no Government Official or Close Family Member (i) owns or possesses, directly or indirectly, shares or any other beneficial interest in Licensee and/or Licensee Group (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a Director, agent, consultant or representative of Licensee and/or Licensee Group or have a direct or indirect interest in Licensee and/or Licensee Group or this License Agreement and (ii) has an active political role in the countries where the Agreement will be performed.

16.8 Licensee shall cause and ensures that:

- (a) any payment or advantage made or given to anyone on behalf of or for the benefit of ... **M/s. AAA...**, is properly and accurately recorded in Licensee's books and records, including its amount, purpose and receipt, which records shall be maintained with supporting documentation for the duration of the applicable status of limitation period. It is strictly prohibited for Licensee to keep inaccurate or false records, for example misstatement of payment amounts, disguise of the purpose of the payment, creation of payment recipients, or forgery or cover-up of payment authorization;

- (b) the key terms of this Article 16 are included in the contract between Licensee and Licensee Group (“Relevant Terms”). Licensee shall be responsible for the observance and performance of the Relevant Terms by Licensee Group and shall be directly liable to ... **M/s. AAA...** for any breach of any of the Relevant Terms;
 - (c) all Key Employees are trained periodically on Anticorruption Laws and training records are maintained for a period of five (5) years.
- 16.9 Licensee shall apply a risk assessment methodology that it deems adequate and perform Anti-corruption Compliance Due Diligence on Licensee Group, as indicated by such risk assessment methodology. ... **M/s. AAA...** reserves the right: (i) to request the list of Licensee Group’s members who were not subject to Anti-corruption Compliance Due Diligence, (ii) to request proof of and/or documentation relating to such due diligence and, where necessary; (iii) to reject or request replacement of non-complying Licensee Group members.
- 16.10 Licensee shall immediately notify ... **M/s. AAA...** in writing if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that:
- (a) it is not able to comply with this Article 16 or is aware of or suspecting that there has been a potential or actual breach of this Article 16 and Anticorruption Laws by Licensee Group;
 - (b) is aware of or is suspecting that a Government Official or Close Family Member (i) owns or acquires, directly or indirectly, shares or any other beneficial interest in Licensee and which ownership is sufficient to create a controlling interest, or (ii) is or becomes a Director, officer or individually an agent of Licensee;
 - (c) it has or is actively involved in a political role in the countries where the Agreement is performed; or it becomes a shareholder or an employee of a current client of ... **M/s. AAA...** (Including a Public Body or National Oil Company);
 - (d) it receives any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement;
 - (e) it receives any requests or solicitations by ... **M/s. AAA...** employee for gifts, entertainments or other personal advantages (financial or otherwise) from Licensee or Licensee Group; and/or
 - (f) it has been convicted or may potentially be convicted or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption, fraud, dishonesty or breach of trade control Regulations; or has been or is listed by any government agency or development bank as being debarred, suspended, proposed for

suspension or debarment, or otherwise ineligible for participation in procurement programs or contracts run or offered by such agency or development bank.

17. MISCELLANEOUS PROVISIONS

- A. Captions and headings are for convenience of identification only and do not form part of this Master License Agreement or any Supplement.
- B. Except as expressly provided for in this Agreement, nothing in this Master License Agreement or any Supplement shall be construed to create a right or claim against any party by any person or entity not a party to this Master License Agreement, or to confer on any person or entity third-party beneficiary status under this Master License Agreement or any Supplement, and the Parties expressly disavow any intention to create any such third-party beneficiary status.

Schedule A-8. *Supplemental Agreement for Multiclient Seismic Data*

(An Attachment to the Multiclient Agreement as Annexure 4 – to be appended to the executed Master Licensing Agreement)

SUPPLEMENTAL AGREEMENT FOR MULTICLIENT GEOPHYSICAL, GEOLOGICAL AND GEOCHEMICAL DATA

Mailing Address

<CLIENT ENTITY>
<ADDRESS>
<ADDRESS>
<ADDRESS>
<ADDRESS>

Attn: <Client Contact>

<Date>

Re: Supplement No. <XXXXXXXX-XX-XXXXXXXXXX>

Dear <Name>,

This letter is to serve as a Supplemental Agreement between **<Client Entity>** (Licensee) and **<... M/s. AAA... >** (Licensor) in accordance with the Master License Agreement for Multiclient Geophysical, Geological And Geochemical Data **dated <MLA Date>** (License Agreement) between **<Client Entity in MLA>** and **<... M/s. AAA... in MLA>** (**... M/s. AAA...**). Whereas Licensee and Licensor are both a Related Entity as defined in the License Agreement.

The parties agree to abide by the terms and conditions of the License Agreement as well as this Supplemental Agreement. The terms of this Supplemental Agreement shall control over any conflicting terms in the License Agreement or any other Supplemental Agreement.

Commitment to License: ... **M/s. AAA...** grants Licensee non-exclusive license pursuant to the terms of the License Agreement to the Data delineated in the line list attached hereto and as follows:

| | |
|---------------------------|-------------------------|
| Survey: | <Name of Survey> (ID #) |
| Units: | Kilometres |
| Cost per Unit: | U.S. Dollars |
| License Fee: | U.S. Dollars |
| Total License Fee: | U.S. Dollars |

Deliverables:

| | |
|-------------------------------|--------------|
| <1 st deliverable> | U.S. Dollars |
| <2 nd deliverable> | U.S. Dollars |

Total Deliverables **U.S. Dollars**

TOTAL INVOICE **U.S. DOLLARS**

2. Payment Terms:

A. ... **M/s. AAA...** shall invoice Licensee, and Licensee agrees to pay the license fee within thirty (30) days of receipt of invoice, or as otherwise agreed in writing.

B. Payments shall be remitted to ... **M/s. AAA...** as specified on the invoice.

C. Licensee shall pay (or reimburse ... **M/s. AAA...** if it is called upon to pay), in addition to all other sums specified herein, all applicable sales, use or similar taxes imposed by any Authority which is based on the licensing of the Data.

D. Invoices shall be delivered to the following address:

<CLIENT ENTITY>

<ADDRESS>

<ADDRESS>

<ADDRESS>

<ADDRESS>

Attn: <Accounts Payable/Contact>

and shall quote the following Purchase Order number (if applicable):

3. Deliverables:

- A. Data volumes on tape, displays, handling, reproductions and other services will be invoiced at the time of request at ... **M/s. AAA...** 's standard rates.
- B. Licensee may obtain copies of the underlying magnetic media relating the licensed Data hereunder, pursuant to the terms of the License Agreement, at ... **M/s. AAA...** 's then-current rates for sorting, reproduction and shipping.
- C. Unless Licensee requests otherwise, the Data for each survey shall be delivered in the projection as prescribed by the ... **M/S. AAA.....** in the Master Licensing Agreement.
- D. Data shall be delivered to the following address:

<CLIENT ENTITY>

<ADDRESS>

<ADDRESS>

<ADDRESS>

<ADDRESS>

Attn: < Contact>

<telephone number>

<email address>

To confirm our mutual understanding, we kindly request you to sign two (2) copies of this Supplemental Agreement and return both to the mailing address above. ... **M/s. AAA...** will then return one fully executed copy which will form part of the original License Agreement.

... M/s. AAA... ENTITY

LICENSEE ENTITY

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____