

AGREEMENT

**FOR THE TRANSFER OF
NON-EXCLUSIVE EXPLORATION/PRODUCTION DATA ON CAMEROON**

BETWEEN

THE NATIONAL HYDROCARBONS CORPORATION,
P.O. Box 955 YAOUNDE-CAMEROON,
Hereinafter referred to as « **SNH** »,
Represented by its Executive General Manager,

Mr. Adolphe MOUDIKI,

On the one hand,

And

“Company”

Hereinafter referred to as **“The Assignee”**

Represented by its

On the other hand,

Individually or collectively referred to as **« Party (ies) »**

WHEREAS

One of the missions of SNH is to promote hydrocarbons exploration and production in Cameroon,

The Assignee is a company specialised in the exploration and exploitation of hydrocarbons;

The Assignee has shown an interest in acquiring geological and geophysical data and/or any other data emanating from the mining domain of the Republic of Cameroon;

THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1: PURPOSE

The purpose of this Agreement is to specify the terms and conditions under which SNH shall transfer to the Assignee, subject to payment, geological, geophysical data and/or any other data derived from the area of the national mining domain, a list of such data is attached hereto(hereinafter referred to as the "Data").

These attachments are made part of this Agreement.

Article 2: OBLIGATIONS OF THE PARTIES

2.1. OBLIGATIONS OF THE ASSIGNEE

In the execution of this Agreement, the Assignee undertakes to:

- settle the cost of transferring the data set forth in article 1 above, pursuant to the financial clauses defined in article 6 ;
- keep confidential this data pursuant to the clauses defined in article 4.

2.2. OBLIGATIONS OF SNH

In the execution of this Agreement, SNH undertakes to remit to the Assignee copies of data acquired, in the format ordered.

Article 3: OWNERSHIP

Data transferred within the framework of this Agreement shall be and shall remain the property of SNH.

However, the Assignee, without power to transfer same to third parties, shall have the right to use them for its own needs only.

Article 4: CONFIDENTIALITY

- 4.1 The Assignee shall keep the Data confidential and shall not disclose, trade or otherwise divulge the Data to any Person, other than to its Affiliates (“Affiliates” means a company or other entity that directly or indirectly controls or is controlled by the Assignee, or a company or other entity which controls or is controlled by a company or other entity which controls the Assignee) without the prior written consent of SNH, except as permitted by this Clause 4.
- 4.2 The Assignee may disclose the Data to any of the following Persons:
 - 4.2.1 Employees, officers and directors of Assignee or its Affiliates.
 - 4.2.2 Any consultant or agent retained by Assignee or its Affiliates.
 - 4.2.3 Any bank or other financial institution or entity funding or proposing to fund Receiving Party’s participation in the venture, including any consultant retained by such bank or other financial institution or entity.
- 4.3 Prior to making any disclosures to Persons permitted under Clauses 4.2.2 and 4.2.3 the Assignee shall obtain an undertaking of confidentiality from the recipients.

4.4 The Assignee may disclose the Data without SNH's prior written consent only to the extent that the Data being disclosed satisfies any of the following conditions:

4.4.1 The Data being disclosed is already known to the Assignee or its Affiliates.

4.4.2 The Data being disclosed is already in possession of the public or becomes available to the public other than through the act or omission of Assignee or any of its Affiliates.

4.4.3 The Data is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule or by order of any competent court. The Assignee Party shall make all commercially reasonable efforts to give prompt written notice to SNH before the time of disclosure.

4.4.4 The Data being disclosed was acquired independently from a third party that represents that it has the right to disseminate the information at the time it is acquired by Assignee.

4.4.5 The information being disclosed was developed by the Assignee or its Affiliates independently from the Data.

4.5 SNH represents and warrants to the Assignee that it has the right and authority to disclose the Data to the Assignee under this Contract.

4.6 SNH understands that the Assignee's employees, agents, consultants, counsel, representatives, or advisors who need to review the Data may now or in the future be working on other similar projects in Cameroon and may retain mental impressions of such Data. SNH agrees that Assignee and its employees, agents, consultants, counsel, representatives, or advisors shall not be precluded from working on or acquiring interests in any other properties or projects because of such retained mental impressions.

This confidentiality obligation shall extend beyond the expiry date of the present Agreement.

Article 5: LIABILITY

Within the framework of the execution of this Agreement, SNH undertakes to forward to the Assignee together with the transferred data, information and recommendations which it deems most reliable. However, SNH does not guarantee the accuracy of these information, interpretations and/or recommendations.

Notwithstanding any other clause of this Agreement, SNH shall not be liable for losses, damages or costs which the other Party may incur or sustain, because of improper use of information, interpretations, recommendations, descriptions and/or advice given by SNH.

Article 6: FINANCIAL CLAUSES

In exchange for the data transmitted, the Assignee shall settle SNH in cash or by bank transfer, the total sum of **“amount in words and figures”** corresponding to the cost of reproduction, forwarding and the right to use the said data.

Settlement shall be done prior to data delivery, within 30 days from receipt of the related invoice made on SNH headed note paper.

Article 7: MODIFICATION

All modifications of the terms and conditions of this Agreement shall be subject to an amendment signed by both Parties.

Article 8: TERMINATION

This Agreement may be terminated on the initiative of one of the Parties in the event of failure by the other Party to fulfil any of its obligations.

The defaulting Party shall be given formal notice to remedy the failure noted, by registered letter with acknowledgement of receipt or by any means leaving written trace, within fifteen (15) days from the formal notice.

Failure to comply within the above mentioned deadline, the injured party shall have the full right to terminate this Agreement.

Article 9: FORCE MAJEURE

Neither of the Parties shall be considered as having failed to fulfil its contractual obligations, in the event the latter shall have been delayed, hindered or prevented by force majeure.

By force majeure, it is understood any act or event, unforeseeable, irresistible and beyond the control of either the Parties, when such act or event has a direct effect on the fulfilment of the obligations under this Agreement.

The force majeure will consequently suspend the fulfilment of the affected obligations, until the causes of its occurrence disappear. The Parties shall have to take all necessary measures to ensure the normal continuation of this Agreement as soon as possible.

Should the force majeure persist beyond a three (03) month period, the Parties may agree to terminate this Agreement pursuant to the terms of article 8 above.

Article 10: APPLICABLE LAW

This Agreement shall be governed by the Cameroon law.

Article 11: SETTLEMENT OF DISPUTES

Any dispute arising from the enforcement of this Agreement shall be resolved amicably.

Failing an amicable settlement, this dispute shall be subject to arbitration by the Paris International Chamber of Commerce and settled under its arbitration rules and procedure. The language of arbitration shall be French or English. The place of arbitration shall be Paris.

Article 12: TERM OF AGREEMENT

Unless it may have been terminated previously pursuant to the terms of article 8 above, this Agreement shall expire when each Party has fulfilled all its contractual obligations.

Article 13: NOTIFICATION

All notices in relation to this Agreement shall be sent to the following addresses:

For SNH

NATIONAL HYDROCARBONS CORPORATION (SNH)

P.O BOX 955 Yaounde, Republic of Cameroon

Tel: (237) 22 20 19 10 or 22 21 04 30

Fax: (237) 22 20 98 69

For the Assignee

“Company”

Address

Tel:

Fax:

Article 14: EFFECTIVE DATE

This Agreement shall come into force from the date of its signature by both Parties.

This Agreement is made in five (05) original copies of which four are intended for SNH and one for the Assignee.

Done in Yaoundé, on

For “company”

For the NATIONAL HYDROCARBONS
CORPORATION

Adolphe MOUDIKI

Executive General Manager