

Trade Operator Agreement

**Geodata Trade Operator
Norwegian Oil and Gas**

vs.

PLXXX

1 Parties

This Agreement is made between **PLXXX** and Geodata Trade Operator, Norwegian Oil and Gas, which is chosen to act as Trade Operator on behalf of **PLXXX**.

COMPANY NAME as operator acting on behalf of the joint venture of **PLXXX**, which includes:

Company1
Company2
Company3
Osv...

Hereinafter collectively referred to as FIRST PARTY.

Geodata Trade Operator is acting for itself, as Trade Operator, and hereinafter referred to as SECOND PARTY.

FIRST PARTY refers continuously to the current members of **PLXXX**.

2 Confidential Information

Confidential Information includes information defined in the Joint Operating Agreement for the joint venture to be held confidential, i.e. plans, programs, maps, archive data, reports, technical and scientific data and any other information concerning technical and commercial activity, including maps, reports or data received from FIRST PARTY in connection with the work as Trade Operator.

Such information is not regarded as Confidential Information if the information already is public.

3 Declaration

SECOND PARTY hereby declare that

- a) Confidential Information shall not be used for other purposes than to carry out the work as Trade Operator.
- b) The Trade Operator's employees who will receive Confidential Information shall be acquainted with and bound by this Agreement.

4 Trade, purchase and sale

SECOND PARTY is appointed and will act as Trade Operator with reference to and in accordance with the following clause in the Joint Operating Agreement of **PLXXX**:

“The management committee shall, in due consideration of the need for efficiency, select a Party or other entity or organisation that is not a Party to this Agreement to carry out and execute negotiations and agreements with third parties concerning the purchase, sale or exchange of seismic data, drilling results, etc. The joint venture shall not at any time have more than one representative elected to negotiate and enter into such agreements. Proposals from other Parties to enter into such agreements shall be given due consideration. The entity or organisation selected by the management committee under the first sentence cannot refuse exchanges that the Parties of the joint venture jointly wish him to implement or implement an exchange that the Parties of the joint venture jointly oppose, unless specific considerations necessitating the implementation or a refusal of such an exchange can be shown. If a Party has been selected to negotiate or enter into agreements on exchange, this Party cannot refuse exchanges that the other Parties of the joint venture jointly wish him to implement or implement an exchange that the other Parties of the joint agreement jointly oppose, unless specific considerations necessitating the implementation or refusal of such an exchange can be shown.

Agreements regarding the purchase and sale of data must be approved by the management committee. Agreements regarding the swap of data shall be submitted to the management committee for information and possible comments, prior to conclusion of any final agreement.”

5 Other terms

Except as specifically said in this agreement, the provisions of the Joint Operating Agreement shall apply to the SECOND PARTY’s execution of the duties pursuant to this agreement.

6 Finance

SECOND PARTY shall have the right to charge FIRST PARTY all its direct and indirect costs on the same basis as per Article 2 in the Accounting Agreement for **PLXXX**, with the exception of charges for Research and Development.

7 Indemnification

FIRST PARTY agree to indemnify and keep harmless the SECOND PARTY from any losses, expenses or claims as a result of performing the work as Trade Operator, unless this is due to gross negligence or wilful misconduct on the part of SECOND PARTY.

8 Duration

This Agreement shall come into force as of the latest date written below, and shall continue in force until expiration of PLXXX, or when the last well drilled is released if this takes place later than expiration of PLXXX, or by 1 month written notice of termination from each of FIRST PARTY or SECOND PARTY, whichever is first.

9 Law and jurisdiction

This agreement shall be governed by Norwegian law and any disputes shall be settled in accordance with provisions of the Joint Operating Agreement pertaining to PLXXX.

Agreed and Accepted

For FIRST PARTY,
The Operator of PLXXX

Company Name Date _____

Name Position

Agreed and Accepted

For SECOND PARTY,
The Trade Operator

Geodata Trade Operator
Norwegian Oil and Gas Date _____

Name Position