

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “**Agreement**”) is made and entered into as of the [] day of [] 2009 by and between:

- (1) Japan Oil, Gas and Metals National Corporation, a corporation duly organized and existing under the laws of Japan, having its principal office at 2-2, Hamada 1-chome, Mihama-ku, Chiba-shi, Chiba 261-0025 Japan (hereinafter referred to as “**JOGMEC**”); and
- (2) [], a corporation duly organized and existing under the laws of [], having its principal office at [] (hereinafter referred to as the “**Contractor**”).

The corporations named above shall sometimes hereinafter individually be referred to as “**Party**” and collectively as the “**Parties**”.

THE PARTIES HEREBY AGREE as follows:

1. Term of Agreement

- 1.1. This Agreement shall become effective as of the [] day of [] 2009(hereinafter referred to as “Effective Date”), and the termination date shall be one year from the Effective Date or the anniversary date of its extension. The term may be extended from one year to year .
- 1.2. Either party may terminate this agreement if the other party breaches a material term hereof and fails to correct it fully within 30 days of notice. In the event of Contractor’s early termination of this agreement, adjusted payment shall be made within thirty (30) days of the effective date of termination. The mechanism for calculating such adjustment is as set out in Schedule 1 hereto.
- 1.3 The termination of this Agreement for any reason shall not affect this clause 1.2, clause 4 (Proprietary Rights and Copyright), clause 5 (Confidentiality), clause 9 (Waiver), clause 10 (Notices), clause 11 (General), clause 12 (Governing Law), clause 13 (Language) and clause 14 (Disputes and Arbitration), which shall continue in force notwithstanding such termination for [ten (10)] years from the date first above written.

2. Scope of service

- 2.1. The Contractor shall provide JOGMEC, during the term of this agreement, the service for its employees and third party personnel to use the system, provided that JOGMEC pays the annual service Fee specified in clause 3.1. and continues to abide by the term and conditions of this agreement.
- 2.2. JOGMEC may request the Contractor to deliver to JOGMEC through Internet system or a Intranet, the service of the system to which this agreement applies, upon execution of this agreement and the payment of the fees in accordance with clause 2.1 above.
- 2.3. The Contractor shall provide JOGMEC with the necessary access information, if the System is to be accessed over the Internet.

3. Service Fee and Method of Payment

- 3.1. Subject to the terms and conditions hereinafter set forth, JOGMEC shall pay a Service fee (hereinafter referred to as the “**Service Fee**”) in the amount of US\$ [] for all of the services provided by the Contractor hereunder..
- 3.2. Payment of the Service Fee under clause 3.1 shall be subject to the completion of the following procedure:
 - 3.2.1. The Contractor will submit to JOGMEC a list of the deliverables of the system in a form reasonably satisfactory to JOGMEC on or before [] 2009;
 - 3.2.2. Upon the list being approved, the Contractor will issue to JOGMEC an invoice for the Service Fee;
 - 3.2.3. No later than thirty (30) days after such invoice is deemed to be received in accordance with clause 10 (Notices), JOGMEC will make payment of the Service Fee by way of electronic bank transfer.
- 3.3. The Contractor will absorb all out-of-pocket expenses, including without limitation travel expenses during this contract period, unless otherwise agreed by JOGMEC.
- 3.4. Subject to delivery of a list in accordance with clause 3.2.1 above and receipt of an invoice after that event, JOGMEC will make payment of US\$ [] for that no later than thirty (30) days after such invoice is received. For the avoidance of doubt, this amount covers all costs related to the presentation, including without limitation preparation, travel, travel time, accommodation and time spent working on and delivering the presentation, and the amount stated above is the only amount that JOGMEC may be liable for under this Agreement in addition to the Service Fee, unless otherwise agreed by JOGMEC.
- 3.5. The amounts that JOGMEC is to pay under clauses 3.1 and 3.4 above are inclusive of all taxes.

4. Proprietary Rights and Copyright

- 4.1. Each Party shall retain all right, title and interest in its “**Background IP**”, meaning all Proprietary Information and the IPR in it which either existed and was owned by that Party and/or its licensors prior to the date of this Agreement or which comes into existence during the term of this Agreement other than as a result of the performance of this Agreement; for the purposes of this provision, the following terms shall have the corresponding definitions set out below:
 - 4.1.1. “**IPR**”, meaning copyrights, patents, registered designs, trade marks and trade names (including any attached goodwill), moral rights, registered database rights and any applications for any of the foregoing together with any right or form of protection of a similar nature and having equivalent or similar effect to any of them anywhere in the world; and
 - 4.1.2. “**Proprietary Information**” meaning and including without limitation designs, drawings, reports, specifications, procedures, instructions, software, data, methods, methodologies, know-how, processes, information, analysis, get up and any other technical or commercial information and data and any unfinished versions of the same in any form or medium.
- 4.2 The Contractor hereby grants to JOGMEC, during the term of this agreement, a license to use the system by its employees and third-party personnel whom JOGMEC provides training programs for.
- 4.3 JOGMEC must restrict the system access solely to its employees and third-party personnel whom it provides training programs for on its premises.

5. Confidentiality

- 5.1. The Parties agree to keep confidential the existence, source and content of this Agreement as well as any information which is expressly indicated to be confidential and any information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of the other Party and the Parties agree not to disclose or otherwise make available the same to a third party without the prior written consent of the other Party.
- 5.2. The confidentiality obligations under clause 5.1 shall not be applicable to the disclosure by either Party of any information.
 - 5.2.1. to its officers, employees, advisers, representatives and agents, in each case, to the extent required to enable such Party to carry out its obligations under this Agreement and in

- 5.2.2. to the extent required by any applicable law or by the regulations of any stock exchange or regulatory or supervisory authority to which such Party is subject or pursuant to any order of the court or other competent authority or tribunal;
 - 5.2.3. to the extent that such information is in or comes into the public domain other than by breach of this Agreement by such Party;
 - 5.2.4. to the extent that such information is lawfully acquired by such Party from a third party which has full rights to disclose such information; and
 - 5.2.5. to such private Japanese oil companies and universities for the purpose of providing JOGMEC's training program, as may be determined by JOGMEC.
- 5.3. Notwithstanding clause 5.1, JOGMEC shall not be restricted from publishing on the JOGMEC website (www.jogmec.go.jp) on the title, date and value of the Agreement and the name and address of the Contractor.

6. Warranties

- 6.1. The Contractor warrants that it holds copyright to the system or the right to distribute same to JOGMEC, and that it has the right to license the system to the corporation.
- 6.2. The Contractor warrants that the system or any enhancements, improvements or modifications thereof delivered to JOGMEC will perform substantially in accordance with specified protocols and/or standards that the Contractor may issue from time to time. The Contractor's sole liability, and JOGMEC's exclusive remedy, for any breach of these warranties is that, after such breach is reported to the Contractor in writing, the Contractor will make its best efforts to correct the problem within a timeframe that is reasonable in light of the nature of the problem.
- 6.3. For a period of thirty (30) days from the date of delivery to JOGMEC of the system, and at no cost to JOGMEC, the Contractor shall promptly replace any CD-ROM's or system software to be defective.

7. Limitations of Liability; Third Party Claims; Disclaimer

- 7.1. Neither the Contractor nor any of its subsidiaries or affiliates nor one of their respective officers, employees, representatives, agents or subcontractors (each an "Indemnitee") shall have any

liability to JOGMEC on account of the Agreement unless such liability shall have been the result of fraud, negligence, breach of contract or willful misconduct on the part of such Indemnatee.

- 7.2. UNDER NO CIRCUMSTANCES SHALL ANY INDEMNITEE BE LIABLE FOR INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSS, on account of any claim arising from or in connection with or otherwise relating to the Agreement, whether on the basis of negligence, tort, breach of contract, misrepresentation, indemnity or otherwise.
- 7.3. Notwithstanding anything to the contrary in the Agreement, the Contractor does not limit or exclude its liability for fraud, or for death or personal injury arising from its negligence or that of its employees, officer, directors, agents or affiliates.

8. Variation

No variation of this Agreement shall be effective unless it is in writing signed by and on behalf of both of the Parties. The expression “variation” as used in the preceding sentence includes, but is not limited to supplement, deletion or replacement, however effected. Variation of this Agreement cannot be effected via email.

9. Waiver

The rights and remedies of either Party shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by such Party except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of such Party. No single or partial exercise of any right or remedy by either Party shall prevent any further or other exercise thereof or the exercise of any other right or remedy by such Party.

10. Notices

- 10.1. Any notice or other communication required or permitted to be given under this Agreement:
 - 10.1.1. shall be in writing in the [English] language; and
 - 10.1.2. shall be left at the address of the addressee or sent by courier to the address of the addressee or sent by facsimile to the facsimile number of the addressee in each case which is specified in this clause in relation to the Party to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or facsimile number, and/or marked for the attention of such other person, as the relevant Party may from time to time specify by notice given in accordance with this clause. Email is not an appropriate medium for notices or other communications required or permitted to be given under this Agreement.

The relevant details of each party at the date of this Agreement are:

JOGMEC

Address: Japan Oil, Gas and Metals National Corporation
2-2, Hamada 1-chome, Mihama-ku,
Chiba-shi, Chiba 261-0025 Japan

Facsimile: +81-43-276-9216

Attention: SHIMIZU HIDEYUKI
Project Director, Planning & Coordination Division,
Technical Strategy and Planning Department

Contractor

Address:

Facsimile:

Attention:

- 10.2. In the absence of evidence of earlier receipt, any notice or other communication shall take effect from the time that it is deemed to be received in accordance with sub-clause 10.3 below.
- 10.3. Subject to sub-clause 10.4 below, any notice or other communication is deemed to be received:
- 10.3.1. in the case of a notice left at the address of the addressee, upon delivery at that address;
- 10.3.2. in the case of a couriered letter, on the [third] day after couriering or, if couriered to or from a place outside Japan, the [seventh] day after couriering; and,
- 10.3.3. in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was successfully sent in its entirety to the facsimile number of the recipient provided that a confirmatory copy of such facsimile shall have been sent by courier in accordance with sub-clause 10.1 above within 24 hours of transmission.
- 10.4. Any notice or other communication received or deemed to be received in accordance with sub-clause 10.3 above on a day which is not a Business Day or after 5pm on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.
- 10.5. For the purpose of this clause, “**Business Day**” shall mean a day not being a Saturday on which commercial banks are generally open for business in both Tokyo, Japan and the place where the

notice or other communication is received.

- 10.6. Each Party undertakes to notify the other Party by notice served in accordance with this clause if the address specified herein is no longer an appropriate address for the service of notice.

11. General

- 11.1. Except with the prior written consent of the Contractor, JOGMEC shall not solicit the employment of any employee of the Contractor until not less than one (1) year has elapsed from the payment of the final invoice for the services provided under this Agreement.
- 11.2. Except with the prior written consent of JOGMEC, the Contractor shall not solicit the employment of any employee of JOGMEC until not less than one (1) year has elapsed from the payment of the final invoice for the services provided under this Agreement.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

13. Language

This Agreement is entered into in the English language. Should there be any discrepancy between this Agreement and any translation of it into any language other than English, the original English text shall prevail.

14. Disputes and Arbitration

- 14.1. All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.
- 14.2. The language to be used in the arbitral proceedings shall be English.
- 14.3. The number of arbitrators shall be three (3).

SCHEDULE 1

Payment Adjustment Mechanism

1. In the event of Contractor's early termination of this Agreement under clause 1.2, the following calculation shall apply to determine the payment to be made by the Contractor to JOGMEC:

$$A = [Cv \times (1 - Rn/Rt)] - Ej$$

Where:

- A = the total sum paid by the Contractor as at the effective date of termination;
- Cv = the Service Fee;
- Rt = the total number of months to be provided under the Agreement;
- Rn = the total number of months actually provided by the Contractor to JOGMEC prior to the effective date of termination;
- Ej = those expenses approved by JOGMEC and incurred by the Contractor on or before the date of the termination notice.

2. The Contractor shall promptly pay to JOGMEC the sum calculated as A.