

DIENST RO / EZ		
REG. NR. R013 3072523		
INGEK. 27 AUG. 2013		
DOSS. NR.		
Kopie gez. aan:		
Dir.	Afd.	Paraaf
	PRO	

Corraan

DATED 6 AUGUST 2013

BETWEEN

NEDERLANDSE AARDOLIE MAATSCHAPPIJ B.V.

AND

PANTERRA GEOCONSULTANTS B.V.

AND

GEMEENTE GRONINGEN

DATA EXCHANGE AGREEMENT

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This Data Exchange Agreement ("Agreement") is made on this day August 6th 2013 by and between:

1. **NEDERLANDSE AARDOLIE MAATSCHAPPIJ B.V.**, having its statutory seat at The Hague, the Netherlands, and having its main office at Schepersmaat 2, 9405 TA Assen, the Netherlands ("**First Party**"); and
2. **PANTERRA GEOCONSULTANTS B.V.**, whose office is at [REDACTED] 5.1.2e [REDACTED] in Leiderdorp, The Netherlands (hereinafter referred to as "PanTerra"); and
3. **GEMEENTE GRONINGEN**, whose office is at Gedempte Zuiderdiep 98, 9701JB in Groningen ("Gemeente Groningen").

PanTerra and Gemeente Groningen hereinafter collectively referred to as "Second Party"

First Party and Second Party jointly referred to as "Parties" and individually as "Party";

WHEREAS

- A. Second Party has executed an agreement for the development of a geothermal project in the Groningen municipality ("Geothermal Project");
- B. In relation to the Geothermal Project, Second Party has requested to use certain Data (as defined below) from First Party;
- C. First Party is willing to provide said Data solely for this purpose on terms and conditions set out below;
- D. Second Party is willing to provide said Data on terms and conditions set out below;
- E. The Parties wish to enter into this Agreement to establish the rights and obligations in respect of such Data exchange.

NOW THEREFORE First Party and Second Party hereby agree as follows:

1. Definitions

"Affiliate" shall mean, as to a Party to this Agreement, as the case may be:

- (a) a corporation, which is controlled directly or indirectly by such party or company.
- (b) a corporation, which controls directly or indirectly such a party or company; or
- (c) a corporation, which is controlled directly or indirectly by a corporation which also controls such party or company.

For this purpose:

- (1) a company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company; and
- (2) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.

“Affiliate” in respect of First Party means

- (a) Royal Dutch Shell Plc (“Shell”), and
- (b) Exxon Mobil Corporation (“Exxon”), and
- (c) any company (other than First Party), which is from time to time directly or indirectly controlled by Shell or Exxon.

“Confidential Information” means any and all data, reports, records, correspondence, notes, compilations, studies and other information disclosed directly or indirectly by one Party and/or its Affiliates or any of their Representatives agents, consultants or advisers to another Party and/or its Affiliates or any of their Representatives agents or advisers relating to or in any way connected with the Project, with either Party or any of their respective Affiliates or their business activities actual or proposed, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or its Representatives of the premises or business of another Party.

“Co-venturer” means any other company, which is, from time to time, a party to a joint operating agreement, a joint venture or equivalent shareholder agreement, unitisation agreement or similar agreement with either Party.

“Data” means First Party Data and Second Party Data jointly.

“Derived Products” means documents, in whatever format or on whatever carrier, that include Data and/or have been made by a Party using the Data received hereunder.

“First Party Data” means any Confidential Information owned by First Party, including without limitation the data and information as further described in Attachment 1 of this Agreement.

“Representatives” means directors, officers or employees of a Party.

“Second Party Data” means any Confidential Information owned by Second Party, including without limitation the data and information as further described in Attachment 2 of this Agreement.

2. Data exchange

By means of an exchange, First Party hereby provides Second Party with the right to use the First Party Data for the Geothermal Project and Second Party hereby provides First Party with the right to use the Second Party Data. The aforementioned exchange shall be

executed by the respective delivery of copies of the First Party Data and the Second Party Data and shall be without further consideration. The Data to be exchanged shall be factual and not interpretive.

3. Timing of exchange

The First Party Data will be provided to Second Party as soon as practically possible, but at any event within 30 days after the signing of this Agreement. The Second Party Data will be provided to First Party as soon as practically possible, but at any event within 30 days after Second Party has acquired and has possession of the same.

4. Additional Copies of the Data

First Party and Second Party have the right for a term of ten (10) years beginning at the date of signing of this Agreement to obtain extra copies of the Data, with the copying cost to be paid for by the Party requesting the copies.

5. Confidentiality

Without impairing the right of First Party and Second Party to exchange or divulge their own respective Data with other (third) parties, First Party and Second Party agree to keep confidential and not to exchange or divulge such Data received under the terms of this Agreement to any other party not a party to this Agreement; provided, however, that any Party may divulge such Data on the same confidential basis to an Affiliate or Co-venturer.

6. Exceptions

The restrictions in Article 5 shall not apply to any Data, which:

- (a) at the time of disclosure to the recipient Party or thereafter has become part of public knowledge or literature without breach of any of the said undertakings by such Party;
- (b) the recipient Party can show was in its possession at the time of disclosure hereunder and was not acquired by such Party under an obligation of confidence; or
- (c) the recipient Party can show was received by it after the time of disclosure hereunder from a third party (other than one disclosing on behalf of the other Party or its Affiliates) who could lawfully do so and who did not derive the Data from the other Party or any of its Co-venturers and/or Affiliates.

The foregoing exceptions shall not, however, apply to:

- (i) specific information merely because it is embraced by or included with other information which falls within any one or more of such exceptions; or
- (ii) any combination of information merely because specific information (but not the combination itself) fall within any one or more of such exceptions.

7. Notification

In the event that the recipient Party, its Co-venturers and Affiliates are required or requested by any court or legislative or administrative body including any recognised stock exchange to disclose any Data, such Party will promptly and prior to disclosure notify the disclosing Party so that an appropriate protective order and/or other action can be sought and/or other action can be taken if possible. In the event that such protective order is not, or cannot be, obtained, then:

- (a) the Party subject to the disclosure requirement or request may disclose to the appropriate body that portion of the Data, which such Party is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Data; and

(b) the Party subject to the disclosure requirement or request shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Co-venturers and Affiliates that was not permitted by this Agreement.

8. Return of the Data

The Parties agree that, upon request by one Party, the other Party shall promptly:

- (a) return or, at the option of the requesting Party, destroy all Data that is in tangible form (including, without limitation, Data contained on computer disks or other electronic media) furnished to the other Party, together with any copies or extracts thereof; and
- (b) destroy all analyses, compilations, studies or other documents which have been prepared by the other Party or permitted recipients and which reflect or are based upon any Data, except to the extent such Data is incorporated into corporate documents or reports which such Party is required to retain by law or its internal procedures, in which case such Party will take appropriate measures to preserve its continuing confidentiality.

9. Authority

First Party and Second Party hereby represent and warrant that either Party has the right and authority to exchange the Data with each other.

10. Accuracy

Neither First Party nor Second Party make any representation or warranty with respect to the accuracy and or quality of the Data and shall not be liable for any claims, demands, actions or proceedings instituted against the other and be held harmless in respect thereof, arising from the use of the Data by the other Party and its Affiliates' or Co-Venturers' use of the Data.

11. Notices

Any notices to be given hereunder by either Party to the other shall be sent by registered letter or facsimile to the other Party at the addresses stated below:

NAM

Schepersmaat 2, 9405 TA Assen, The Netherlands

Fax: +31 (0)592 – 363939

Attention: Commercial Department

PanTerra Geoconsultants

Weversbaan 1-3, 2352BZ Leiderdorp, The Netherlands

Fax: +3171 301 0802

Attention : 5.1.2e

Gemeente Groningen,

Gedempte Zuiderdiep 98, 9701JB Groningen, The Netherlands

Fax: +31(0)50-3678399

Attention: Afdeling Ruimtelijke Ordening en Economische Zaken

12. Commencement and Termination



This Agreement shall enter into force on the date first above mentioned and shall remain in force for a period of fifteen (15) years from such date.



13. Governing Law and jurisdiction

This Agreement is construed under and shall be governed by the laws of the Netherlands. Any dispute shall be exclusively submitted to the competent Dutch court.


In witness whereof the Parties have executed this Agreement in threefold.

On behalf of First Party

 5.1.2e  5.1.2e 21/8-2013
Nederlandse Aardolie Maatschappij B.V. Date

 5.1.2e  5.1.2e
Commercial Manager NAM 22/08/2013
Nederlandse Aardolie Maatschappij B.V. Date

On behalf of Second Party

 5.1.2e _____ Date: 6-8-2013
Part

 5.1.2e _____
Gemeente _____ Date 12.8.2013

 5.1.2e  5.1.2e

Attachment 1 – First Party Data

Data provided by First Party and to be used for the Geothermal Project:

PreSDM seismic volume in SEG Y format between following coordinates

	Point 1	Point 2	Point 3	Point 4
Easting (X)	225688	225688	234888	234888
Northing (Y)	581388	590500	590500	581388

Attachment 2 - Second Party Data

Data provided by Second Party to First Party:

- 1 All logs, cutting descriptions, formation pressure testing and production test information gathered by drilling as part of the Geothermal Project.
- 2 Throughout the planning phase, Second Party will provide for all wells planned to be drilled, the well trajectory, the subsurface target and the proposed logging programme.
- 3 If First Party wants to run additional logs or gather other additional information during drilling or testing, Second Party will consider if this is possible and if so, any additional costs will be charged to First Party.