

Confidentiality Obligation

This Obligation was made on the _____ day of _____ 200 by (Company) to the **Ministry of Oil and Minerals** of the Republic of Yemen represented by the **Petroleum Exploration and Production Authority (PEPA)**.

- In connection with the evaluation and the possible activities by **Company** in petroleum exploration and production rights in the **blocks (_____) Area of Interest**, Republic of Yemen, **PEPA** is willing to disclose to **Company** certain data relating to the Area of Interest (**Confidential Data**).
- In consideration of the disclosure referred to in the above Paragraph hereof, **Company** agrees to hold the Confidential Data in strict confidence and not to disclose any part thereof to any person except as expressly permitted herein without the written consent of **PEPA**. **Company** further agrees that in the handling and storage of the **Confidential Data** it will employ controls protection and safeguards at least as stringent as **Company** would employ in the handling and storage of its own proprietary data and information.
- **Company** may disclose the **Confidential Data** to its employees officers and directors and its affiliates who reasonably require the same and who are obliged to treat the same as confidential in the same manner and to the same extent as herein provided. **Company's** affiliates include its ultimate parent company and any company more than fifty percent of the voting stock of which is directly or indirectly held by such ultimate parent company. **Company** agrees to be answerable to **PEPA** for any damage caused by any unauthorized disclosure made by affiliate or any person receiving **Confidential Data** pursuant to this paragraph.
- The **Confidential Data** shall remain the property of **PEPA**.
- **PEPA** represents and warrants as of the date of disclosure that it has the legal right and authority to disclose the **Confidential Data** pursuant to this Obligation. **PEPA** makes no representation or warrants express or implied regarding the completeness quality or accuracy of the **Confidential Data** and **Company** hereby agrees to release and hold **PEPA** harmless from all responsibility and liability for conclusions that are derived from the **confidential data**.
- The Confidentiality Obligation of the parties hereunder shall terminate on the date on which disclosure is no longer restricted either under the law applicable in **the Area of Interest** or under the terms of concession, license, contract or permit that is entered into by the parties.
- **This Obligation** shall be governed by and construed in accordance with the laws of Yemen and has been executed by the duly authorized representative of the company.

Company

Name:

Title:

Signature:

Date: