

# MASTER SERVICE AGREEMENT PACKAGE

2014 | 2015



**b** BLACKSANDS  
**p** PACIFIC

INTERNATIONAL ENERGY GROUP



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## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is entered into the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **BLACKSANDS PACIFIC ENERGY CORP** a Delaware Corporation (the "COMPANY"), whose address is 11601 Wilshire Boulevard, Suite 500, Los Angeles, CA 90025 and \_\_\_\_\_ ("Vendor" or Contractor). Vendor/ Contractor and Company may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, the Company is engaged in the business of acquiring, developing, drilling, operating, servicing and maintaining oil and gas wells and properties and producing oil and gas; and in the course of such operations regularly and customarily enters into contracts with independent Consultants, Vendors, and Contractors for the performance of various services relating thereto; and

**WHEREAS**, Consultants, Vendors and Contractors provides such services either with its own employees and/or through consultants fully experienced and recognized as skilled in the performing the Services (as defined below), and desires to act as an independent Consultant, Vendor or Contractor for the Company;

**NOW, THEREFORE**, the Parties agree as follows:

- 1. SERVICES.** This Agreement shall control and govern all work and services performed by Consultants/Vendor/Contractor for the Company under written or oral work orders or agreements. This Contract does not obligate to order work from Consultant, nor does it obligate Consultant to accept such orders, but this instrument together with any written or oral work order or agreement shall control and govern all work, services and related activities agreed to be done by Consultants/Vendor/Contractor and shall define the rights, liabilities, and obligations of Company and Consultants/Vendor/Contractor during the term hereof. Consultants/Vendor/Contractor will perform the Services in accordance with either rate set forth in Exhibit "A" or specially agreed to rates, or on a lump sum basis, as agreed to in writing by the Parties for a specific Order.
- 2. FEES AND PAYMENT TERMS.** The prices, rates, or amounts to be paid by Company, including labor rates, shall be those specified on a company Rate Sheet, or those agreed at the time the Work is ordered, or those specified on the written Work Order or those otherwise agreed to in writing and made part of this Agreement. Unless otherwise specified and agreed to in a written work order, all work performed under this agreement shall be on time. Consultant/Vendor/Contractor shall invoice Company following the 15<sup>th</sup> day of the month and/or the last day of the month. Company shall pay Consultants/Vendor/Contractor invoice within 30 days of receipt. If a deficiency, error or dispute cannot be settled within thirty (30) days from Company's receipt of the invoice, The Company shall have the right to withhold any disputed amount for and additional thirty (30) days, but the company shall pay the undisputed amount within the thirty (30) day period. Disputed portions of invoices will
  - a. be resolved with the parties and paid when dispute is resolved.
  - b. The Company will not accrue interest or fees during this additional thirty (30) day period.



3. **TAXES.** With the exception of sales taxes, which shall be paid by Company. Consultants / Vendor / Contractor agrees to pay all taxes, licenses, fees and penalties levied or assessed on Consultants/Vendor/Contractors in connection with or incident to the performance of this Agreement by any governmental agency, and shall also pay all unemployment compensation insurance, old age benefits, social security or any other taxes upon the wages on Consultants / Vendor / Contractor, its agents, employees and representatives.
4. **TERM OF AGREEMENT / TERMINATION.** This Agreement will commence on the date set forth above, and will remain in full force and effect continuously thereafter until either party terminates this Agreement by giving the other Party a minimum of thirty (30) days written notice.
5. **CONFIDENTIALITY.** Confidential Information means technical, economic, financial, pricing, marketing, leasing, acquisition or other information of the Company that has not been published or is not otherwise available to members of the public. Consultants/Vendor/Contractors agree to hold as confidential and to not disclose to others Confidential Information obtained from Company. Consultants/Vendor/Contractors agree not to use Confidential Information to compete with Company, or for any other purpose outside the scope of services performed under this agreement. Confidential Information does not include information that (i.) Is public knowledge.
6. **WAIVER OF CONSEQUENTIAL DAMAGES.** Notwithstanding any other terms in this Agreement to the contrary, neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by this Agreement shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.
7. **INSURANCE.** Each party shall carry and maintain in full force and effect during the performance of services under this Agreement the following insurance coverage's and minimum limits:
  - a) **Comprehensive / Commercial General Liability Insurance** covering operations hereunder in an amount of \$5,000,000, Combined Single Limit, covering Death, Bodily Injury and Property Damage including Completed Operations Liability, Products Liability, and Contractual  
  
Liability coverage for the indemnity and hold harmless provisions in this Agreement and as it may be amended from time to time.
  - b) **Comprehensive Automobile Liability Insurance** covering operations hereunder in an amount of \$1,000,000, Combined Single Limit, covering Death, Bodily Injury and Property Damage.

- c) **Worker's Compensation and Employers Liability Insurance** including Occupational Disease, and providing full coverage under all applicable laws of all applicable jurisdictions including Maritime Employer's Liability, Jones Act, Death on the High Seas Act, Federal Longshore and Harbor Workers Act, Outer Continental Shelf Lands Act and endorsed to include Liability In Rem shall be treated as a claim against the employer and to include coverage for liability in respect of Transportation, Wages, Maintenance and Cure and General Maritime Law and any other laws applicable to Maritime Employment. Coverage shall be for all Operations contemplated in this Contract. Such Policies shall either be in statutory amounts or in amount of not less than \$1,000,000.

The General Liability and Automobile Liability policies required under this Agreement shall name Company as an additional insured with respect to work performed under this Agreement. Consultants/Vendor/Contractors shall provide Company with certificate(s) of insurance, as evidence of the coverage's required. Before any work can be done.

Each Party shall deliver certificates of insurance to the other Party herein Exhibit "B" in standard ACORD form, prior upon execution of this Agreement to verify the required policies are in full force and effect. Each insuring Party shall include the other Party and its Group as an additional insured and obtain from its insurers a waiver of subrogation with respect to the obligations the insuring Party expressly assumes under this Agreement.

## 8. INDEMNITY.

"Company Group" means individually, and in any combination, Company, its clients or customers, if any, its and their joint owners and venturers, if any, its and their other consultants and contractors of any tier, and its and their directors, agents, representatives, employees and insurers.

"Consultant Group" means individually, and in any combination, Consultant, its joint owners and ventures, if any, its and their other consultants and contractors of any tier, and its and their directors, agents, representatives, employees and insurers.

- a) Consultants/Vendor/Contractors agrees to defend, indemnify, save and hold harmless the Company Group, from and against any and all causes of action, whether in law or equity, including reasonable attorney's fees, costs, and expenses for (i) damage to or destruction of property owned, rented or leased by the Consultant Group; and/or (ii) personal injury to or death of any member of the Consultant Group, and/or (iii) pollution or contamination (including, but not limited to, property damage, control, removal, restoration and cleanup of all pollution or contamination) which originates from Consultant Group, arising out of the performance of this Agreement hereunder whether or not caused by the negligence, strict liability, or breach of contract by any member of the Company Group, excluding however any such liability caused by the willful misconduct of the Company Group.
- b) Consultants/Vendor/Contractors further agrees to defend, indemnify, save and hold Company Group harmless from any fines, penalties or similar assessment arising out of or connected with any failure to comply with or violation of any laws, standards, regulations and orders by Consultants/Vendor/Contractors in connection with the Services provided by Consultants/Vendor/Contractors to Company.

Consultants/Vendor/Contractors, Notwithstanding any provision to the contrary elsewhere in the Agreement, Consultants/Vendor/Contractors shall save, indemnify, defend and hold harmless Company Group from Consultant Group's own Consequential Loss and Company shall save, indemnify, defend and hold harmless Consultant Group from Company Group's own Consequential Loss.

"Consequential Loss" means indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit and/or any indirect or consequential loss under applicable law, arising from or related to the performance of the Agreement and whether or not any such losses were foreseeable at the time of entering into the Agreement, and regardless of the actual or alleged fault of anyone, including any indemnified party

## **9. DRUG SCREENING.**

The Consultants/Vendor/Contractors agrees. (The Company) intends to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future Employees, Consultants/Vendor/Contractors

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Consultants/Vendor/Contractors if selected to participate for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask a Consultants/Vendor/Contractors to submit to a drug and/or alcohol test at any time it feels that the, Consultants / Vendor / Contractors may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that

suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

The Consultants/Vendor/Contractors agree they will have a drug and alcohol policy in place and in effect in order to Conduct Business with the Company.

Consultants/Vendor/Contractors agree to Provide the Company Monthly Summaries of the personal that was tested for that month at the End of the each Calendar month Failure to do so will Terminate this Master service Agreement And cannot be resubmitted for a Minimum of Ninety (90) days.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if a Consultants/Vendor/Contractors or employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment and termination of the Master Service agreement.

## **10. SAFTEY/ SAFTEY PLANS AND POLICY**

At **BLACKSANDS PACIFIC GROUP (BSPG)**, we care about the safety; health and wellbeing of our Employees, Consultants, Vendors, and Contractors We value the contributions our employees make toward our success. We support local community interests, and value honesty, integrity, and teamwork.

### **We Value Our Employees**

Our business operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions. At BSPG, everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of our people.

### **SAFTEY POLICY**

**THE COMPANY:** No phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all Employees, Consultants, Vendors and Contractors No job will be considered properly completed unless it is performed in a safe manner. The Company shall provide the Consultants/Vendor/Contractors with a Health and Safety Guideline that the Consultants/Vendors/Contractors agree to follow. Not following the company's Health and Safety Policy will cause Immediate Termination of the Master Service Agreement.



THE CONSULTANTS, VENDORS, and CONTRACTORS: No phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working Conditions and to follow operating practices that will safeguard all Employees, Consultants., Vendors and Contractors No job will be considered properly completed unless it is performed in a safe manner. The Consultants/Vendor/Contractors shall provide the company with a Health and Safety plan that meets the satisfaction of the Company. Consultants/Vendors/Contractors agree not providing the company a Health and Safety policy will not allow the Master Service Agreement to be approved

**11. ENTIRE AGREEMENT/MODIFICATIONS.** This is the entire agreement between Company and Consultants/Vendor/Contractors. All oral agreements, representations, and understandings are merged into this Agreement and this Agreement embodies the entire understanding of the Company and Consultants/Vendor/Contractors concerning the subject matter herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to a writing referencing this Agreement and signed by authorized representatives of both Parties.

**12. GOVERNING LAW.** This Agreement is to be considered as having been executed in the State of California and whenever the work or services contemplated by this Agreement are conducted in, on or above the navigable or territorial waters of the United States or its Outer Continental Shelf, the law governing this Agreement shall be the General Maritime Law of the United States. Whenever the work or services contemplated by this Agreement are conducted on land, or are deemed to be subject to state and not maritime law, the parties agree that California law will govern this Agreement.

**13. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_





**DATED, EXECUTED and EFFECTIVE** on and as of the date first written above.

**Consultants/Vendor/Contractor**

**Blacksands Pacific Energy Corp.**

11601 Wilshire Boulevard, Suite 500  
Los Angeles, CA 90025

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title/Position)

**SENIOR VP OF OPERATIONS**  
(Title/Position)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**SENIOR VP. HEALTH & SAFETY**  
(Title/Position)



## EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of BLACKSANDS PACIFIC GROUP (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breathe, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN AND/OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

---

Signature of Employee

---

Date

---

Company Representative

---

Date



**EXHIBIT “A”**  
**(PLEASE ATTACH RATE SHEET TO THIS PAGE)**



## **EXHIBIT “B”**

**(PLEASE ATTACH INSURANCE DOCUMENTS TO THIS PAGE)**





## CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made this day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_  
**BETWEEN:**

**THE BLACKSANDS PACIFIC GROUP, INC**, a company duly incorporated under the laws of the State of Delaware and having its registered address at 2711 CENTERVILLE ROAD, SUITE 400, WILMINGTON, DELAWARE 19808 (hereinafter called the **"Disclosing Party"** which expression shall include where the context so admits its successors in title and assigns); and

\_\_\_\_\_, a company duly incorporated under the laws of \_\_\_\_\_ and having its registered address at \_\_\_\_\_ and its principal place of business at \_\_\_\_\_ (hereinafter called the **"Receiving Party"** which expression shall include where the context so admits its successors in title and assigns).

### WHEREAS EACH OF THE PARTIES AGREE AS FOLLOWS:

#### 1. Confidentiality Undertakings

In relation to any Confidential Information made available to the Receiving Party by the Disclosing Party, any member of the Disclosing Party Participant Group or their Representatives, the Receiving Party agrees and undertakes that it will:

- (a) treat all Confidential Information as confidential and shall not disclose it to any person whether orally or in writing or otherwise (except as permitted by clause 2 below) and ensure that it is protected with reasonable security measures and satisfactory degree of care that would apply to its own confidential information;
- (b) use the Confidential Information only for the Permitted Purpose and not for any other purpose; and
- (c) keep the Confidential Information confidential and not disclose to any person (except as permitted by clause 2 below) the fact that the Confidential Information will be made available to the Receiving Party or its Representatives or that discussions or negotiations are taking place or have taken place between the Receiving Party, the Disclosing Party or any member of their respective Participant Groups. The Disclosing Party will keep confidential, not disclose and will procure that each member of its Participant Group and their Representatives will keep confidential and not disclose to any person (except as permitted by clause 2 below):
  - (i) The fact that the Receiving Party or any member of its Participant Group is investigating the Business Deal; or
  - (ii) The fact that any non-public information or material regarding the Receiving Party or any member of its Participant Group or their Representatives was provided to or obtained by the Disclosing Party or any member of its Participant Group in the course of discussions or negotiations relating to the Business Deal.

## **2. Permitted Disclosure**

2.1 Notwithstanding any provision of this agreement, the Receiving Party shall not be prevented from disclosing the Confidential Information:

- (a) To each member of its Participant Group and any of their Representatives to the extent necessary for the Permitted Purpose; or
- (b) Where required or requested by any law, court of competent jurisdiction or any judicial, governmental, supervisory or regulatory body, provided that the Receiving Party notifies the Disclosing Party (to the extent permitted by law and regulation), as soon as possible, upon becoming aware of any such requirement and gives the Disclosing Party reasonable assistance in connection with the Disclosing Party taking any steps or proceedings to resist or narrow such requirements.

2.2 In relation to any of the persons referred to in clause 2.1(a) above to whom Confidential Information is provided, the Receiving Party undertakes, prior to passing on the Confidential Information, to notify such persons of the terms of this agreement and in relation to any professional advisors not subject to a professional duty of confidentiality obtain their agreement to comply with its terms as if they themselves were originally party to this agreement.

2.3 The Receiving Party acknowledges and agrees that it will be responsible for any breach of this agreement by itself and any other member of its Participant Group.

## **3. No Commitment**

3.1 The parties acknowledge that the provision of Confidential Information by Disclosing Party or any discussions relating to the Business Deal shall in no way create any obligation as between the parties to participate in the Business Deal or any other transaction in relation to the Business Deal.

3.2 The parties agree that unless and until a mutually satisfactory definitive transaction agreement has been signed by them, no party will be under any legal or other obligation with respect to the Business Deal and each party agrees that, if it decides to enter into the Business Deal, such decision will be based solely on the terms of such written agreement and on such party own investigation, analysis and assessment of the business deal.

## **4. No Announcement**

The parties undertake to ensure that neither they nor any member of their respective Participant Groups nor any of its or their respective Representatives will make any public announcement regarding the Business Deal without the prior written consent of the other party.

## **5. Non-Circumvention**

The Receiving Party hereby irrevocably undertakes not to, and shall procure that each member of its Participant Group and any of their Representatives (but excluding any Representatives which are professional advisors and subject to their own professional duty of confidentiality) shall not, for a period of 5 years from the date hereof without the prior written consent of the Disclosing Party:

- (a) use the Confidential Information or any part thereof provided in any manner which is in breach of this Agreement;
- (b) provide or disclose any Confidential Information to a third party in relation to the Business Deal;
- (c) initiate, participate, advise on or consider any other transaction involving the Business Deal (whether with any other party or not) except with the Disclosing Party's prior written consent,

Which said consent, if given, may be given on such terms as the Disclosing Party shall deem fit; and

- (d) In any other manner circumvent or seek to circumvent any term of this Agreement.

## **6. Return or Destruction of Materials.**

Forthwith upon the request of Disclosing Party the Receiving Party shall either destroy or return to the Disclosing Party all materials and documents of whatsoever nature, be they in paper, electronic form or otherwise, in its possession which contains any Confidential Information, and shall, at Disclosing Party's written request, certify in writing that all copies (in any form or media) have even destroyed or returned to Disclosing Party. If the Receiving Party is unable to destroy or return any such materials and documents due to any laws, regulations or professional or industry standards that require their retention, the Receiving Party shall certify in writing that the Confidential Information contained in such materials and documents has been retained for one or more of the foregoing purposes and will keep such information confidential in accordance with the terms of this Agreement. The Disclosing Party accepts that it may be difficult to destroy all copies of emails containing the Confidential Information and, in this respect, it is agreed that the Receiving Party shall take all commercially reasonable measures to destroy any such emails upon request, and, in any event, the Receiving Party hereby agrees to take all such commercially reasonable measures as may be necessary to continue to comply with their obligations under this Agreement in respect of any such emails which are not destroyed.

## **7. No License.**

The Confidential Information shall remain the sole property of Disclosing Party. No license is granted to the Receiving Party under any patents, copyrights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

## **8. Breach of Agreement**

Each party agrees to promptly notify the other party if it becomes aware of any breach of this agreement by any person to whom it has, in accordance with this agreement, provided Confidential Information concerning the other party.

## **9. Remedies.**

Receiving Party acknowledges and agrees that a breach of any of its obligations under this Agreement may result in irreparable injury to the business of Disclosing Party for which there may be no adequate

Remedy at law, and Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach of this Agreement by Receiving Party. Such

remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

## 10. Duration

Unless stated otherwise in this agreement, the undertakings, rights and obligations set out in this agreement will continue from the date of this agreement until completion of the Business Deal or until the expiry of a period of five (5) years from the date of this agreement, whichever is the earlier.

For the purposes of this agreement, the date of this agreement shall be the date that appears at the top of page 1.

## 11. Third Party Rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 12. Amendments

This agreement may not be amended except in writing & signed by both parties.

## 13. Definitions

In this agreement:

**"Confidential Information"** means Primary Confidential Information and Secondary Confidential Information but excludes information which: (i) is presently in the public domain or enters the public domain by any means other than breach of this agreement; or (ii) can be adequately evidenced by the Receiving Party to have been known by its prior to the date that information is disclosed to it by the Disclosing Party or (iii) is lawfully obtained by the Receiving Party after that date other than from a source which is connected with the Disclosing Party and which, in either case, as far as the Receiving Party is aware, has not been obtained in violation of and is not otherwise subject to any obligation of confidentiality or fiduciary duty.

**"Participant Group"** means each holding company, subsidiary and associated undertaking of a Receiving Party (whether direct or indirect including its successors and permitted assigns) and each subsidiary and associated undertaking of each holding company of that party (whether direct or indirect including its successors and permitted assigns).

**"Permitted Purpose"** means the consideration and evaluation of the possibility of a party participation in the Business Deal and the negotiation, entry, performance and due exercise of a party rights or compliance with party obligations under the Business Deal or any subsequent dealings between parties to the Business Deal contemplated by the Business Deal.

**"Primary Confidential Information"** means any information relating to the Business Deal and any information relating to the Disclosing Party or its Participant Group which, in each case, is disclosed to the Receiving Party by the Disclosing Party.

**"Representatives"** means directors, officers, employees or professional advisers of a party.



**“Secondary Confidential Information”** means all analyses, reports, compilations, studies and other documents in whatever format prepared by the Receiving Party or any member of its Participant Group or their representatives and which contain or are otherwise derived from Primary Confidential Information.

**“The Business Deal”** refers to the discussions relating to a potential representation of the company or its subsidiaries and affiliates with Energy Trading, refinery or exploration and production activities

#### **14. Governing Law**

This Agreement is to be considered as having been executed in the State of California and whenever the work or services contemplated by this Agreement are conducted in, on or above the navigable or territorial waters of the United States or its Outer Continental Shelf, the law governing this Agreement shall be the General Maritime Law of the United States. Whenever the work or services contemplated by this Agreement are conducted on land, or are deemed to be subject to state and not maritime law, the parties agree that California law will govern this Agreement.

*This agreement has been entered into on the date stated at the beginning of this agreement.*

.....  
Signed by a Director of and for  
and on behalf of THE BLACKSANDS PACIFIC GROUP INC

.....  
Signed by a Director of and for  
and on behalf of