

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made effective December 12, 2022 between CGG Services (U.K.) Ltd. (“CGG”), and \_\_\_\_\_, a corporation formed under the laws of \_\_\_\_\_ (“Recipient”), in connection with a virtual data room presentation hosted by CGG in respect of a block (or blocks) for tender under the 2022 Guyana Licensing Round (the “Presentation”). During the Presentation, CGG will disclose to Recipient certain information that is either non-public, confidential, or proprietary. Recipient agrees to treat the disclosure of such information as follows:

**Confidential Information Defined.** All information, including but not limited to seismic data, furnished, shown, or provided by CGG to Recipient, whether written or oral, and all documents based in whole or in part on such information, will be referred to herein as “Confidential Information.” The Confidential Information will remain the property of CGG.

**Representatives Defined.** For purposes of this Agreement, the term “Representatives” means a party’s directors, officers, employees, agents, or other representatives, including, without limitation, its attorneys, accountants, consultants, and financial advisors.

**Permitted Use of Confidential Information.** Recipient agrees to keep the Confidential Information confidential, and further agrees not to disclose it or to allow its Representatives to disclose it without CGG’s prior written consent. Recipient agrees not to use the Confidential Information for any purpose other than the internal evaluation of the Confidential Information in respect of a block (or blocks) for tender under the 2022 Guyana Licensing Round, as stated in the first paragraph of this Agreement. Specifically, Recipient:

- must maintain any confidential information gleaned from viewing the Data or Derivatives in strict confidence;
- may not record, copy, print, or reproduce any portion of the Confidential Information in any way (including, but not limited to, video recording, taking photographs or screen captures, and making summaries, transcriptions, or interpretations thereof), or decompile, disassemble, decode, redesign, or reverse engineer Confidential Information in any way; and
- may not otherwise impair the intellectual property value of the Confidential Information in any way.

Recipient agrees to be responsible for any breach of this Agreement by its Representatives.

**Return of Confidential Information.** If the parties discontinue discussions, agree not to enter into a transaction with each other, or CGG requests the return of its Confidential Information for any reason, Recipient will promptly, upon request, either return all documents and other materials constituting Confidential Information that were provided by CGG to Recipient in written form, if any, or certify that such documents and other materials have been destroyed.

**Exceptions.** The confidentiality obligations of this Agreement will not apply to any portion of the Confidential Information that (a) is in the public domain through no act or omission of Recipient, (b) becomes available to Recipient on a non-confidential basis from another source, provided that such source has the legal right to disclose such information, or (c) was already known to Recipient on a non-confidential basis or was independently developed by Recipient before disclosure by CGG.

**Legal Process Seeking Disclosure.** If Recipient is legally compelled to disclose any of the Confidential Information, it will promptly notify CGG so that CGG may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Otherwise, Recipient or its Representatives will furnish only that portion of the Confidential Information that is legally required and

will exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

**Disclaimer of Accuracy, Completeness.** Recipient acknowledges that although CGG has endeavored to include in the Confidential Information those materials that are believed to be reliable and relevant for the purposes stated above, neither CGG nor its Representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither CGG nor its Representatives will have any liability to Recipient or its Representatives as a result of its reliance on or use of the Confidential Information.

**No Obligation to Proceed.** Recipient expressly acknowledges that this Agreement is not to be construed as a letter of intent or any kind of commitment to enter into the transaction referred to above. Recipient further acknowledges that any expenses it may incur in evaluating the referenced transaction will be its sole responsibility unless otherwise agreed in writing.

**Injunctive Relief.** Recipient acknowledges and agrees that CGG would not have an adequate remedy at law and would be irreparably harmed in the event any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Accordingly, Recipient agrees that CGG is entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce its terms in addition to any other remedy to which CGG may be entitled, at law or in equity.

**No Waiver.** Recipient agrees that failure or delay by CGG in exercising any right, power or privilege under this Agreement will not operate as a waiver thereof or preclude any other or future exercise of any right, power or privilege hereunder.

**No License, Rights.** Supplying of Confidential Information will not be considered to provide any license or proprietary rights, including any implied patent license, to Recipient or any other party.

**Term.** This Agreement begins on the effective date and ends on the earlier of (a) the termination of an agreement between the parties or their affiliates with respect to the proposed transaction referred to above or (b) one year from the date hereof.

**Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of England and Wales, without regard to its conflicts of law provisions.

**Entire Agreement, Headings.** This Agreement is intended by the parties to be the final, complete and exclusive embodiment of their agreement about the matters covered herein, and no prior stipulation, agreement or understanding of the parties, their employees or agents shall be valid or enforceable. This Agreement may not be altered, amended or changed in any way except by a written instrument executed by the parties. Headings are for convenience only and will not affect the interpretation of this Agreement in any way.

Please sign in the space provided below to indicate your company's acceptance of the terms of this Agreement.

**Recipient**

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Date)