

Attn: Eng. Walker McCain

*Oceanridge Exploration Lp
Midland, TX 79701 . USA*

Application form

№ 55.OEL.OCEAN-EXP.BIO.2022-2025 International and domestic supply of BIO-ORGANIC ELEMENTS for the needs of Oceanridge Exploration Lp – 2022 – 2025 (36 months)

Dear Sir,

_____ (full name of the bidder)

expresses interest in bidding for the above-mentioned tender and declares conformance to the minimum qualifications as per the tender notice. Please provide tender documentation to our official representative for bid preparation:

Company Name:	
Company Address:	
Company Number:	
Company Fax Number:	
Company Email:	
Company Website:	
Title:	
Legal Name:	
Legal Address:	
Postal Code:	
City:	

State:	
Province:	
Country:	
Mobile Number:	
Residence Number:	
Fax Number:	
Email:	
Tax Identification Number:	

By signing this application the Bidder confirms that:

- the person having signed this application is duly authorized;
- is familiar with and accepts all conditions in the facility / territory, where the work will be performed / services rendered / goods supplied;
- all the terms of the Instruction to Bidders are accepted unconditionally.

We hereby guarantee the confidentiality of the tender documentation contents in accordance with the requirements specified below in the Declaration of Confidentiality.

DECLARATION OF CONFIDENTIALITY

On [*indicate the date*] 2022 (hereinafter referred to as the Effective Date) [*indicate the Bidder's name*] (hereinafter referred to as the Bidder), incorporated in accordance with the legislation of [*indicate the country*] and registered at the address [*indicate the address*]

Whereas; Oceanridge Exploration Lp (hereinafter referred to as the Organizer) incorporated in accordance with the legislation of the USA and registered at the address **223 West Wall St. Suite 201-212 Midland TX United States 79701. USA**, is holding Tender № 55.OEL.OCEAN-EXP.BIO.2022-2025 International and domestic supply of BIO-ORGANIC ELEMENTS for the needs of Oceanridge Exploration Lp – 2022 – 2025 (36 months) (hereinafter referred to as the Tender); and

Whereas the Bidder wishes to take part in the Tender and needs to obtain information on the Tender for the preparation of a Bid under the Tender (hereinafter the Purpose).

Now therefore, the Bidder hereby confirms its consent with the following terms and provisions, based on which the Organizer intends to hand over the Technical Information of commercial value (as defined below):

1. Within the framework of this document technical information of commercial value means all the corresponding information in Tender Documentation, namely ideas, concepts, models, methods of usage, process schemes, operational conditions, equipment structures, technical information, know-how, trade secrets, economic indicators of the process flow, market state reports, research results, plans, programs, drawings, schemes, sketches, photos, photocopies, surveys data, analyses results, selected data, pricing data, terms and provisions of service rendering with regard to equipment, implementation, licensing and designing, as well as information received from customers, partners, agents, suppliers, licensees or representatives, etc., which the Organizer may provide to the Bidder.

2. The Bidder undertakes to keep confidential, not to use, not to sell, not to provide and not to disclose to third parties (including parent companies, subsidiaries, affiliated persons, suppliers and other related legal entities) any technical information of commercial value or improvements in the Organizer's area of activities.

3. The Bidder undertakes to restrict the access to the technical information of commercial value by the personnel who may reasonably need such information due to its Purpose. The Bidder shall be liable for the fulfilment by its representatives and personnel of all obligations with regard to the information disclosure and usage limitations described herein.

4. The Bidder shall organize the fulfilment by its personnel and representatives of the work mode, which envisages the storage of all documents, work elements and work results connected with the technical information of commercial value or related to it in the form of protected files and in secure places equipped with access restriction facilities in order to avoid any unauthorized disclosure of the information. The Bidder undertakes to take all relevant actions to prevent any losses or thefts of the documents containing this information or related to it. The Bidder undertakes to immediately inform the Organizer about such a loss or theft.

5. In the event the Organizer's special written permission is not provided, all documents, drawings and documents provided to the Bidder by the Organizer, as well as all their copies, shall be returned to the Organizer at its written request after the Tender is completed or terminated.

6. The above-mentioned provisions shall not be applied to Technical Information of commercial value, which:

- based on the evidence provided by the Bidder, was publicly available or was published at the moment of disclosure, or became publicly available after disclosure without any breach of the Bidder's obligations in accordance with this document, or

- based on the Bidder's evidence was already at its disposal at the moment of disclosure and was not received by the Bidder from the Organizer earlier in the period when the confidentiality commitment was in effect, or

- was disclosed to the Bidder by a third party, which had a legal right for such a disclosure;

In order to ensure compliance herewith, certain cases of information disclosure in accordance with this document shall not fall under the above-mentioned exceptions for the only reason of their inclusion in the cases of general disclosure of information, which is publicly available or at the Bidder's disposal. In addition, any combination of elements disclosed in accordance herewith shall not fall under the effect of the above-mentioned exceptions for the only reason that certain elements are publicly available or are at the Bidder's disposal, but only if the combination itself and the principles of its work are publicly available or are at the Bidder's disposal, except for the case, when based on the Bidder's evidence the information was already at the Bidder's disposal at the moment of disclosure and was not received by the Bidder from the Organizer earlier in the period when the confidentiality commitment was in effect.

7. If a Bidder receives a request or demand to disclose the Technical Information of Commercial Value received from the Organizer (in the course of legal proceedings, as an investigative requirement about information provision in the course of civil legal proceedings or otherwise), the Bidder shall be liable to immediately inform the Organizer thereof, so the Organizer could execute a relevant rule of court or permit the breach of obligations hereunder with regard to a specific request or requirement of this kind.

8. The Bidder shall not be provided with any representations or warranties with regard to presentation, successfulness, accuracy, completeness or other characteristics of any part of the technical information of commercial value.

9. Confidentiality obligations stipulated herein shall remain in effect for twenty-five (25) years from the Effective Date, and the obligations with regard to restricted information usage described herein shall remain in effect until a further agreement between the Company and Bidder defining such rights and time period is signed (in any).

10. The provisions stipulated herein shall not under any circumstances provide any license, sub-license, right of disposition or title, material interest or advantage with regard to the Organizer's technical information of commercial value in accordance herewith.

11. The Bidder represents that in addition to any other losses which may be incurred by the Organizer, the Organizer shall have a right for a court remedy under the law of equity in the event of violation of any of the provisions stipulated herein by the Bidder or its representatives, and that the Bidder and its representatives shall be liable not to object to the usage of such a court remedy. If any of the provisions stipulated herein is breached, the Organizer shall order the Bidder or its representatives to stop the breach immediately, and the Bidder and its representatives shall be liable not to object to such an order. Any permission of the Organizer for the violation of the confidentiality with regard to any specific element of technical information of commercial value disclosed in accordance herewith shall not replace and shall not be considered to represent a general permission for the violation of confidentiality with regard to any other information disclosed in accordance herewith.

12. The provisions of this Declaration shall be amended and supplemented only on the basis of a written legal document signed by the Bidder and Organizer.

13. This Declaration of Confidentiality (for the Bidder) shall be governed by the English law. All disputes, disagreements or claims not settled by the Bidder and Company/Organizer and arising from this Declaration of Confidentiality or in connection herewith, including those relating to its execution, violation, termination or invalidity, shall be resolved by one (1) arbiter at the Dubai International Arbitration Centre (hereinafter referred to as DIAC) in accordance with the DIAC Arbitration Rules. The place of arbitration shall be the premises of DIAC, Dubai, United Arab Emirates. The language of arbitration shall be English, and the arbitrator shall speak English fluently.

14. The Bidder, wishing to be bound with legal obligations, has executed this Declaration on the Effective Date through its duly authorized representative who signed below.

Authorized representative _____
(Bidder's Name)

(Title)

(Signature)

Full Name)

Date

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