



TERMS OF SALE AND DELIVERY FROM THE GREENLAND MINERAL RESOURCES PORTAL

The following terms of sale and delivery cover data and documentation (hereafter referred to as 'Data') available from the Greenland Mineral Resources Portal (hereafter referred to as the "Portal"), including (but not limited to) geophysical and geochemical data, reports, maps and photos.

The 'Portal' is co-owned by the Geological Survey of Denmark and Greenland (hereafter referred to as GEUS) and the Ministry of Mineral Resources under the Government of Greenland (hereafter referred to as MMR).

1. 'Data'

'Data' available on the 'Portal' are derived from the databases, processed or worked up by GEUS and/or MMR through systematization, quality control, interpretation, digitalisation, and/or other data processing. 'Data' may consist of data reported to GEUS and/or MMR or produced/gathered by GEUS and/or MMR. The form of delivery can be on paper, polyester film, tape, CD-Rom, DVD, external disc or by electronic transfer.

The actual 'Data' are described in the particular agreement, order confirmation or order form, including potential information on exactness, use etc. as well as form and medium of the 'Data'

2. Price

The price of 'Data' is fixed according to GEUS' and/or MMR's current price lists or based on GEUS' and/or MMR's principles for determination of prices de-

pendent on whether the contract covers standard products or specially developed products*.

All prices are exclusive VAT. All prices are in Danish Kroner, unless other currency is mentioned explicitly.

3. Time and place of delivery

Unless otherwise agreed, delivery of 'Data' takes place not later than 4 weeks after the date of the agreement between the parties.

Delivery is made at GEUS' and MMR's risk to the Customer's address as stated in the agreement, the order confirmation or the order form. GEUS and MMR cover shipment expenses when delivery of 'Data' is made by ordinary mail or electronically. Additional carrying charges are to be paid by the Customer and will be added to the invoice.

Packing is made at the expense of GEUS and MMR, unless it has been explicitly agreed that this is not included in the price.

4. Terms of payment

Payment is made according to the invoice. Payment conditions are cash 30 days net. Payment is due in Danish Kroner unless other currency has been agreed. Payment must be made according to the instructions on the invoice.

GEUS and MMR are entitled to claim interest from payment date according to the Danish Interest Law.

5. Rights

5.1 Proprietary Rights and Copyrights

The 'Portal' contains data and documentation (hereafter referred to as the 'Data'), which are covered by copyrights. This agreement only transfers the proprietary rights to the delivered copy of the 'Data' and a limited right of use, as specified in Section 5.2 to the Customer. No proprietary rights, copyrights or other rights contained in the 'Data' are transferred to the Customer.

The rights of the parties according to these terms include the 'Data' in any shape, including the digital format.

5.2 Customer's Rights

The Customer has a non-exclusive right to use the 'Data' for internal purposes only, including the right to process the 'Data', the right to data extraction from the 'Data', and the right to make one safety copy of the 'Data' for own use only.

The Customer is not entitled to produce or transfer to third parties products based on processed 'Data', unless it is for pure non-commercial information purposes within the Customer's field of business/field of competence. However, the Customer is not entitled to produce or transfer to third parties new maps based fully or partly on processed 'Data'.

The rights according to these terms of delivery include the rights to 'Data' in digital form as well as in any other form.

The Customer's rights according to these terms of delivery may be utilised by individuals employed by the Customer or with any fully controlled subsidiaries of the Customer. Furthermore, the Customer is entitled to make the 'Data' available to contractors, consultants and the like in connection with work undertaken for the Customer. In this event, the 'Data' may only be made available to others to the extent dictated by the specific purpose.

If the Customer is a consultant or the like, who purchases/downloads the 'Data' for the purpose of performing work for a customer, the "for internal purposes" may be extended to cover "the customer's internal purposes", which is conditioned upon the term that 'Data' (original as well as processed 'Data') is transferred to one customer only. If the Customer is a municipality, county or another governmental body within the Kingdom of Denmark, including Greenland and the Faroe Islands, "for internal purposes" may include the Customer's right to use the 'Data' for administrative purposes within its jurisdiction, including handling of specific cases, and for planning purposes, including preparation of regional plans etc. Furthermore, the Customer is entitled to make the 'Data' (original as well as processed 'Data') available to other governmental bodies or private individuals as part of the handling of specific cases for the Customer.

5.3 Redistribution

The Customer is not entitled to copy, publish, resell, lend or rent samples of the 'Data' or part hereof or otherwise redistribute the 'Data' (original as well as processed 'Data') in any other way than described in article 5.2 without the prior written consent of the copyright holder. This includes redistribution to collaboration partners in exploration or production partner-

ships or transfer of data from one company to another if changes occur in exploration or production partnerships.

If the 'Data' are redistributed or otherwise made available to third parties in accordance with article 5.2 above or in accordance with a specific written agreement, the Customer is obliged to inform the third party of and impose on him the obligation to respect GEUS' and MMR's rights according to the present terms of sale and delivery.

5.4 Source Reference etc.

The Customer is obliged to duly acknowledge GEUS and MMR (and any other rightful co-owner) as data source in accordance with the Danish law on copyrights and common practice.

6. Liability and Force Majeure

GEUS and MMR warrant that 'Data' are in accordance with GEUS' and MMR's databases at the time of delivery.

'Data' produced by GEUS and/or MMR are collected and interpreted in accordance with the scientific practice at the time of the data collection. However, GEUS and MMR disclaim any responsibility for the quality of the 'Data' and the applicability of the 'Data' to the Customer's purposes. Therefore, GEUS and MMR do not assume any liability in respect of the consequences of the Customer's use of the 'Data', whether the consequences are caused by defects or shortcomings of the 'Data', the Customer's handling or use of the 'Data', or by any other reason. The same applies to 'Data' reported to GEUS and/or MMR by third party. These conditions apply notwithstanding the information regarding exactness, use etc. of the data in the agreement between the parties, the order confirmation or the order form.

Any complaint must be received by GEUS or MMR no later than 2

months after receipt of the 'Data'-delivery by the Customer. GEUS and MMR have a right to redeliver.

The Data-delivery is formatted according to current standards. GEUS and MMR do not guarantee that these formats fit the installations of the Customer.

GEUS and MMR are not responsible towards the Customer for conditions due to circumstances beyond GEUS' and MMR's control and which GEUS and MMR, upon entering the agreement, should not have taken into consideration nor have avoided or overcome, including interruption of work, strikes and lockout at GEUS and MMR etc.

GEUS and MMR are not liable for business loss, loss of profits, loss of earnings or other indirect losses. GEUS' and MMR's liability for errors and shortcomings is in any case limited to DKK 10,000.

If the Customer discovers mistakes in the Data-delivery, the Customer is requested to report this to GEUS and/or MMR.

7. Disputes

In case of disputes between the parties in connection with the agreement, each party is obliged to solve these disputes amicably. Disputes, which are not solved amicably, must be referred to Københavns byret (Copenhagen City Court). Danish law is applicable.

8. Special conditions for data acquired electronically (e-Shop)

These terms also cover 'Data' acquired from the e-Shop of the 'Portal', <http://www.greenmin.gl>.

The hereby performed electronic completion of the online forms by which the selection of the acquired 'Data' is conducted, is to be considered an integral part of the agreement between the parties to the extent GEUS/MMR con-

firms that the transaction has been completed. It should be noted that the Customer by acquiring data via the e-Shop of the 'Portal' refrain from the right to withdraw the purchase, from the time the agreement has been confirmed.

The information provided for the purpose of the purchase through the e-Shop of the Portal is logged and stored for documentation of the agreement between the parties and for the purpose of conducting the payment and accounting in accordance with any existing rules and regulations.

The Customer consents to the collection and storage of information by accepting these terms on the screen, and consents furthermore to the storing of an electronic copy at GEUS. The Customer agrees at the same time that the purchase is for corporate purposes and accepts that there is no right of cancellation, and that he or she is authorised to act on behalf of the Customer.