THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION

NIGERIA 2026 LICENSING ROUND GUIDELINES

PURSUANT TO THE

PETROLEUM INDUSTRY ACT, 2021

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DISCLAIMER

This Licensing Round Guidelines (the "**Guidelines**") is not an agreement and is not an offer by the Nigerian Upstream Petroleum Regulatory Commission (the "**Commission**") to a prospective bidder of the Nigeria 2026 Licensing Round (the "**Prospective Bidder**") or any other person. The purpose of the Guidelines is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to the Guidelines. It is not a substitute for any regulation or law and is not legal advice. The Guidelines are also not intended to be the basis for any investment decision in relation to the Nigeria 2026 Licensing Round, as each recipient or Applicant is expected to make such independent investigations and to obtain such independent advice as they may deem necessary for such decisions.

The assumptions, assessments, statements and information contained in the Guidelines, or any other information provided in relation to the Nigeria 2026 Licensing Round (the "**Licensing Round Package**"), may not be complete, accurate or adequate. Each Prospective Bidder should conduct its investigations and analysis as to the accuracy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Licensing Round Package and obtain independent advice from appropriate sources.

The Commission, its officers and advisors make no representation or warranty and shall have no liability to any person, including any Prospective Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, estoppel or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Licensing Round Package or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Licensing Round Package and any assessment, assumption, statement or information contained therein or deemed to form part of the Licensing Round Package or arising in connection with the qualification of a Prospective Bidder for participation in the bidding process.

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update, amendment, and or supplement may be effected by the Commission, at any time and without giving prior notice or providing any reason.

The Commission reserves the right to cancel the Licensing Round for one, several or all blocks for any reason that it determines.

The Prospective Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid and the Commission shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Prospective Bidder in preparation or submission of a Bid.

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DEFINITIONS/ABBREVIATION

Affiliate	A person who Controls, is Controlled by or is under common Control with the other entity, where 'Control' means the direct or indirect ownership of more than 50% of the voting rights in a company, partnership, or legal entity. "Controls" and "Controlled" shall be construed accordingly.
AMCON	Asset Management Corporation of Nigeria.
Applicable Laws	The PIA, the Regulations, the Guidelines, the Nigeria Tax Act, 2025, the Nigeria Tax Administration Act, 2025 and all other legislation, regulations or guidelines saved under the PIA in so far as they are not inconsistent with the PIA.
Applicant	An interested company or Consortium interested in submitting or that submits an Application in accordance with and in response to the Guidelines.
Application	An application submitted by an interested company or Consortium in accordance with and in response to the Guidelines.
Bids	Technical and Commercial Bids to be submitted by Bidders.
Bidder	A prospective bidder who submits a Bid.
Bid Guarantee	The on-demand payment bond to be submitted by a Bidder with its Commercial Bid in

	accordance with paragraph 17.9 of the Guidelines.
Block	The acreage for which a PPL may be granted by the Minister.
CAMA	The Companies and Allied Matters Act, 2020 (Act No. 3 of 2020), as amended.
Category	The classification of the Blocks on offer by terrain, as shown in Schedule B.
Commercial Bid	A bid submitted by a Bidder as provided in paragraph 17.8 of the Guidelines.
Commercial Bid Conference	The conference referred to in paragraph 19.2 of the Guidelines.
Commission	The Nigerian Upstream Petroleum Regulatory Commission.
Confidentiality Agreement	The confidentiality agreement to be signed relating to access to the data room or any licence for geophysical data issued under the Guidelines.
Consortium	A group of entities coming together to submit an Application or a Bid.
Consortium Agreement	An agreement entered into by members of a Consortium pursuant to paragraph 6.3 of the Guidelines.
General Licence Conditions	The document reflecting the general terms & conditions of the Licence Instrument.
Government	The Federal Government of Nigeria.

Guidelines	This Licensing Round Guidelines.
Insolvent	Means where a Bidder or a member of a Consortium: (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 572 of the CAMA; or (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or its solvent reconstruction; or (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up, other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction; or (iv) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it; or (v) a person becomes entitled to appoint a receiver or a receiver and manager over all

	or any of its assets or a receiver is appointed over all or any of its assets; or (vi) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 30 days; or (vii) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph (a) to paragraph (f) (inclusive); or (viii) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
Licensee Company	A company incorporated in Nigeria to be granted a PPL in accordance with paragraph 6.5.
Licence Instrument	The instrument granting a PPL over a Block to a winning Bidder(s).
Licence Area Description	The description of a Block.
Licence Package	The Licence Instrument, General Licence Conditions, Licence Area Description, Model Contract, Work Programme Commitment and the Work Programme Performance Security.
Licensing Round	This Nigeria 2026 Licensing Round.

Licensing Round Package	The information contained in the Guidelines, or any other information provided in relation to the Licensing Round.
Minister	The Minister of Petroleum Resources or any person designated by the President as having responsibility for overseeing the petroleum industry.
Model Contract	The exploration and production licence contract to be executed by a successful Bidder(s) and the Commission (or, in the case of a Production Sharing Contract, NNPC Limited as concessionaire) that more specifically provides the terms applicable to a particular PPL, in accordance with section 85(1) and (2) of the PIA.
Multiclient Company	A speculative survey company that carries out geological and geophysical data acquisition for purpose of data sales for the Licensing Round.
NDR	National Petroleum Data bank, as defined in the National Data Repository Regulation, 2020 and its amendment.
Operator	A Consortium member so designated pursuant to paragraph 6.3(e) of the Guidelines, or an entity designated as an operator of a Block pursuant to the Guidelines or the terms of an award.
PIA	The Petroleum Industry Act 2021.
PPL	Petroleum Prospecting Licence.

Regulations	The Petroleum Licensing Round Regulations, 2022 (as amended).
Reserve Bidder or Reserve Bidders	The Bidders ranked immediately after a winning Bidder, being the next highest-scoring Bidders, up to the number provided in regulation 12(14)(c)(ii) of the Regulations, in descending order of aggregate score, who may, in that order of priority, be invited to assume the status of winning Bidder where the originally declared winning Bidder fails to satisfy the conditions for the award of a Block.
Signature Bonus	A bidding parameter for the grant of a PPL requiring the payment of the amount bid by a winning Bidder, to be paid in full prior to the grant of the PPL.
Technical Bid	A bid submitted by a Bidder as provided in paragraph 17.7 of the Guidelines.
Territory	Nigeria and its territorial waters, shallow waters and exclusive economic zone.
Work Programme Commitment	The Work Programme Commitment under a licence as set out in the PIA and this Guidelines, which a Bidder is bound to implement upon the grant of the PPL.
Work Programme Performance Security	The bank guarantee, letter of credit or performance bond guaranteeing the performance of the Work Programme Commitment, being the work commitment guarantee referred to in section 78(16) of the PIA and regulations 21(5) and 23(1)(b) of the Regulations.

1 BACKGROUND

1.1 Preamble

The Commission is responsible for the technical and commercial regulation of upstream petroleum operations in Nigeria. This is achieved by ensuring compliance with Applicable Laws. The objectives of the Commission, among others, include the following:

(a) Supervising all petroleum industry operations being carried out under licences and leases in the Territory;

(b) Monitoring petroleum industry operations to ensure that they are in line with national goals and aspirations;

(c) Implementing Government policies for upstream petroleum operations as directed by the Minister in accordance with the provisions of the PIA;

(d) Promoting an enabling environment for the inflow of investments in upstream petroleum operations; and

(e) Advising Government and relevant Government agencies on public policies that may have an impact on the administration of petroleum activities and on the technical and commercial matters relating to the Nigerian upstream petroleum sector.

1.2 Objectives of the Licensing Round

The major objective of the Licensing Round is to achieve Government's aspiration in accordance with prevailing policies for the Nigerian petroleum industry. Accordingly, the broad objectives of the Licensing Round are to:

(a) Grow oil and gas reserves through aggressive exploration and development efforts;

(b) Increase Nigeria's production capacity;

(c) Expand opportunities for gas utilisation and development in Nigeria, in view of energy transition;

(d) Use the opportunity of the Licensing Round to reinforce Nigeria's commitment to openness and transparency in line with the principles of the Extractive Industry Transparency Initiative (EITI);

(e) Attract value to Government for its petroleum assets in the Territory;

(f) Enhance indigenous participation to drive skills development, knowledge retention, and effective technology transfer within the sector; and

(g) Contribute to long-term global energy sufficiency.

1.3 **Mandate for Licensing Round**

(a) Under the PIA, all the petroleum in the Territory vests in the Government of the Federation of Nigeria, whose responsibility it is, to control the resources and only permit their exploitation under a licence or lease.

(b) The Government allocates licences to operators in areas within the Territory deemed to have the potential for petroleum accumulation, using a transparent and competitive bidding process, in compliance with Applicable Laws and Licensing Round guidelines issued by the Commission for each Licensing Round. The allocations will be based on a set of criteria that will be made known to interested companies at the time such licences are open for bidding.

(c) The Minister may, on the recommendation of the Commission, grant a PPL to a winning bidder, provided that the winning bidder has complied with the requirements of the bid invitation. All Bids will be determined in accordance with the Applicable Laws.

2 LICENSING ROUND PROCESS

2.1 The Licensing Round shall be conducted in the following stages:

(a) A formal announcement for the commencement of the Licensing Round;

(b) Advertisement;

(c) Launch of the Licensing Round Portal;

(d) Registration / Submission of Pre-qualification Documents;

(e) Pre-Bid Conference(s) and webinars;

(f) Evaluation of Submissions/Publication of Prequalified Applicants;

(g) Announcement of Prequalified Applicants;

(h) Data Prying/ leasing and or purchase of relevant reports;

(i) Issuance of letters of invitation to Prospective Bidders to participate in the Bid;

(j) Submission of Bids by Bidders;

(k) Evaluation of Technical Bids;

(l) Commercial Bid Conference;

(m) Announcement of winning Bids; and

(n) Ministerial approval/contracting/awards.

2.2 **Bid Procedure**

(a) The Commission has adopted a two-stage bidding process (the "**Bidding Process**") for the award of the Blocks. The Bidding Process shall comprise (i) a qualification stage and (ii) a bid stage.

(b) **Qualification Stage:** This stage involves the submission and evaluation of Applications by interested parties or consortia in accordance with the Regulations and the Guidelines. Applicants shall provide all information required for this stage. Only Applicants who are adjudged qualified and subsequently shortlisted by the Commission shall proceed to the Bid Stage, and will be required to execute a Confidentiality Agreement before participation.

(c) **Bid Stage:** Shortlisted Applicants ("**Bidders**") shall submit their Technical and Commercial Bids in accordance with the Regulations, the Guidelines, and any other bidding documents issued by the Commission (collectively, the "**Bidding Documents**").

(d) All timelines, deadlines, and time references stipulated in the Guidelines shall be interpreted in accordance with West Africa Time.

3 BLOCKS ON OFFER

All Blocks listed in Schedule B are offered under an exploration and production licence contract pursuant to section 85(2)(e) of the PIA, except Blocks in Category A, which are offered under a production sharing contract (PSC) pursuant to section 85(2)(a) of the PIA, on the terms of the model PSC term sheet in Schedule G. Each PPL shall be granted for the initial exploration period provided in Section 77 of the PIA for the terrain of the block, and may be extended for the optional extension period in accordance with that section.

4 CALENDAR OF EVENTS

Refer to Schedule A of the Guidelines.

5 PRE-BID CONFERENCES AND WEBINARS

5.1 The Commission may organise one or more pre-bid conferences and webinars in connection with the Licensing Round. The purpose of each pre-bid conference or webinar will be to provide Applicants with an opportunity to ask questions they may have concerning the Licensing Round process and requirements.

5.2 An Applicant intending to attend any pre-bid conference should advise the Commission in writing at least seven (7) calendar days before a pre-bid conference of the names and positions of its representatives who will attend.

5.3 To enable the Commission to adequately prepare answers to the Applicants' questions, Applicants should submit their questions in writing to the Commission via the email published for the Licensing Round within the timeframe specified by the Commission for each pre-bid conference or webinar.

5.4 Clarifications from any pre-bid conference or webinar shall be published on the Commission's website. The Commission shall publish on its website the date and place of each pre-bid conference and the date, time and broadcast link for each webinar.

5.5 Webinars shall be broadcast online by the Commission and shall not require attendance. Paragraph 5.2 shall not apply to webinars.

6 ELIGIBILITY AND PARTICIPATION

6.1 An Applicant may be a company incorporated in Nigeria or a foreign company. However, under section 70(2) of the PIA, a PPL may be granted only to a company incorporated and validly existing in Nigeria under CAMA. A winning Bidder that is incorporated outside Nigeria shall, before the grant of the PPL, incorporate a Licensee Company in Nigeria in accordance with paragraph 6.4.

6.2 An Applicant may participate in the bidding process either as an individual company or as a member of a Consortium.

6.3 In the case of a Consortium, the following shall apply:

(a) The group of companies forming a Consortium must provide evidence thereof by a Consortium Agreement specifically entered into by all the companies for the Bid;

(b) The Consortium Agreement shall, at a minimum:

(i) Identify the lead firm ("Lead Member") of the Consortium; and

(ii) Specify the roles and responsibilities of each member of the Consortium.

(c) The Consortium shall appoint a representative who shall be from the lead member of the Consortium and shall be so identified in the Consortium Agreement. The members of the Consortium shall grant a power of attorney to the representative, giving him/her the authority to represent them in respect of the Bid, as their authorised representative, in the form set out in Schedule H;

(d) The authorised representative of the Consortium shall be responsible for signing the Bid proposal and all other documents on behalf of the Consortium and act as the Consortium's primary point of contact with the Commission for all matters relating to the Bid process;

(e) At least one member of the Consortium shall be designated as the Operator. The Consortium's Bid shall include a written letter notifying the Commission of the member who is designated Operator. The member designated as Operator must have a minimum participating interest of 30% in the Consortium. The Commission must approve any

change of an Operator. An Operator must have a participating interest in the Licence and shall cease to be the Operator where it no longer holds a participating interest in the Block;

(f) Pre-qualified Applicants may, at any time after pre-qualification but before the submission of a Commercial Bid, apply to the Commission to form a consortium with one or more pre-qualified Applicants. The Commission's approval shall not be unreasonably withheld. Where the Commission approves the Consortium, the terms of this paragraph 6.3 shall apply to the Consortium;

(g) A Consortium shall at all times retain the minimum number of members constituting the Consortium, which in this case shall be at least two members. Where a Consortium falls below the prescribed minimum number of members, such a Consortium shall not be able to participate in the Licensing Round, provided that this paragraph 6.3(g) shall not apply where the sole remaining member of the Consortium itself satisfies all the prequalification criteria in paragraph 12, in which case that member may, with the prior written approval of the Commission, continue to participate in the Licensing Round as an individual Applicant in place of the Consortium;

(h) Where a PPL is awarded to a Consortium, the PPL shall be granted to the members of the Consortium as tenants in common, and each member shall hold an undivided participating interest in the PPL in the percentage notified to the Commission; and

(i) The members of a Consortium shall be jointly and severally liable for the obligations under the PPL.

6.4 A winning Bidder incorporated outside Nigeria shall, within the period for fulfilling the conditions of the Offer Letter under paragraph 19.3(e), incorporate a wholly owned subsidiary in Nigeria, to which the PPL shall be granted.

6.5 From the Bid Submission Date until the grant of the PPL, other than as permitted in paragraph 6.4 no change shall occur, directly or indirectly, in the ownership, beneficial ownership, shareholding or Control of a winning Bidder or a Reserve Bidder (or of any member of a Consortium that is a

winning Bidder or Reserve Bidder), in the composition of the Consortium, in its Operator or in the participating interests of its members.

7 DATA ROOM

7.1 A Virtual Data Room ("**VDR**") and/or Physical Data Room ("**PDR**") will be established, and Applicants will be provided with access to the VDR or PDR as applicable.

7.2 Bidders will be provided with access to pry data in the PDR where required, upon payment of applicable fees to be published on the Licensing Round Portal.

7.3 2D seismic data, 3D seismic data, multibeam data and well data exist over some Blocks.

7.4 Data room access can be granted to up to six (6) representatives of a Bidder per session. The invitation for the data prying sessions will be sent by electronic mail to a prospective Bidder.

7.5 The Commission makes available certain geological, geophysical, operational and well-related information through its VDR and PDR, solely to assist Bidders in evaluating the Blocks offered in this Licensing Round. Access to, and use of, the VDR/PDR and all associated datasets shall be strictly subject to the applicable fees, data purchase requirements, confidentiality obligations and other conditions published on the Licensing Round Portal.

7.6 Data leasing shall be mandatory for all Applicants. No Bid shall be accepted without the evidence of lease from NDR or the relevant Multiclient companies.

7.7 Applicants shall lease the available multibeam, 2D/3D seismic, well data and any other data and shall use such data in the preparation and submission of its Bid. Each Bidder shall state in its Bid the source of all data used and provide evidence of its purchase. A Bid that contains or relies on data obtained from any other source shall be disqualified.

7.8 The Commission has provided Competent Person's Report (**CPR**) on Blocks offered in this Licensing Round. Each Bidder shall where available, purchase the CPR on a Block for which it bids from the Commission, upon payment of the fee contained in Schedule F, and shall provide evidence of purchase

with its Bid. A Bid not accompanied by evidence of purchase of CPR where available shall be rejected.

7.9 The Commission gives no warranty, representation, or undertaking (express or implied) regarding the accuracy, completeness, timeliness, quality, or reliability of any data or information provided, including but not limited to:

(a) Wellhead locations and coordinates;
(b) Well logs and wellbore data;
(c) Reservoir parameters;
(d) Production and operational records;
(e) Historical field performance data;
(f) Interpreted or derived datasets; or
(g) Any other technical or operational information contained in the Licensing Round Package, VDR or PDR.

7.10 Any information in the VDR or PDR that is more recent than that contained in the Licensing Round Package shall supersede the Licensing Round Package; however, the Commission assumes no liability for any discrepancies, omissions, variances, or inconsistencies between datasets, including discrepancies in wellhead data, field boundaries, operational status, or any technical records.

7.11 The Commission shall not be liable for any loss, cost, damage or expense suffered by any Bidder or third party arising from the use of, interpretation of, or reliance upon any data accessed, reviewed, or purchased during the Licensing Round, whether such loss results from errors in seismic data, inaccuracies in well information, operational discrepancies, misinterpretation, or otherwise.

7.12 Bidders are strongly advised to conduct independent technical, geoscience, reservoir, operational, commercial and financial evaluations, and to rely on their professional advisers in interpreting data and preparing bids.

7.13 The purchase of data or access to the VDR or PDR does not create any entitlement to the award of any Block or confer any advantage or vested right on the Bidder.

8 MODIFICATION OF LICENSING ROUND GUIDELINES

8.1 The Guidelines may be modified by the Commission at any time, no later than thirty (30) days before the deadline for the submission of an Application or Bid, and any amendment shall be published on the website of the Commission. However, the Commission may at any time make non-material modifications to the Guidelines.

8.2 Applicants shall comply with amendments made to the Guidelines, provided that where an Applicant has been pre-qualified, any change in qualification criteria shall not affect such qualification.

8.3 Any addendum issued shall be part of the Guidelines and shall be posted on the Licensing Round Portal and the Commission's website. Notice of amendments shall be communicated by email to all Applicants.

8.4 The Commission may, at its discretion, extend the deadline for the submission of Applications or Bids to give Applicants a reasonable time to take a modification into account in preparing their Applications or Bids.

8.5 An Applicant may modify, substitute, or withdraw its Application after submission, provided that a written notice of the modification, substitution, or withdrawal is received by the Commission before the deadline for submission of Applications. No Application shall be modified, substituted, or withdrawn by the Applicant on or after the deadline for submission of Applications.

8.6 Any alteration/ modification in the Application or additional information supplied after the deadline for submission of Applications shall be disregarded.

9 APPLICABLE FEES

9.1 There shall be separate Applications for each Block. Each Prospective Bidder shall pay a mandatory Bid Application Fee per Block and pay the mandatory fees set out in Schedule F.

9.2 All fees for data lease from the NDR shall be paid to the account of the NDR nominated by the Commission and notified to the Applicants.

9.3 All fees save for the Data Purchase Fee per Block shall be as set out in Schedule F and payable into the accounts specified therein.

9.4 A processing fee of US$500 per transaction (Five Hundred United States Dollars) shall be applicable in line with the Third Schedule (Transaction and Service Fees) National Data Repository Regulations 2020.

9.5 All payments in respect of the Application, the Bid and the award, including signature bonuses, shall be made by the Applicant/awardees. However, where an Applicant or Consortium member has agreed with a third party for payment to be made by the third party on its behalf, such payment(s) shall not bind the Commission to recognise the third party as a co-awardee or awardee before the grant of the licence.

9.6 Any payment found to be proceeds of fraud or linked to money laundering or terrorism financing may be refused and reported to the Nigerian Financial Intelligence Unit and the relevant law enforcement agencies; the Applicant or Bidder shall be disqualified, and any award made in respect of the payment is vitiated. Neither the Commission nor the Government shall be liable to the Applicant, the Bidder or any third-party payer in respect of such a payment, which shall be dealt with in accordance with the Money Laundering (Prevention and Prohibition) Act, 2022 and any order of a court.

10 REGISTRATION

All interested Applicants are required to register on the Licensing Round Portal indicated on the Commission's website by applying for the Blocks on offer based on the Categories outlined in Schedule B of these Guidelines. Applicants are expected to submit all required legal, technical and financial information relating to the category of their application through the Licensing Round Portal.

11 SUBMISSION OF APPLICATIONS, REPRESENTATION, DISCLOSURE, ACKNOWLEDGEMENT

11.1 Applications shall be submitted electronically.

11.2 All applications, submissions, correspondence, bids, supporting documentation, and other materials submitted in connection with the Licensing Round shall be prepared and submitted in English. Where any document is originally issued in a language other than English, the applicant shall provide a certified English translation, which shall prevail for

all regulatory and legal purposes.

11.3 All Applications must be uploaded to the Licensing Round Portal. All Applications must be received by the Commission, no later than 4.30 p.m. on 15 January 2027 ("**Application Submission Date**") unless this date is extended in accordance with paragraph 8.4.

11.4 Any Application submitted after the Application Submission Date and time will be rejected, irrespective of the reason for the delay. It is the sole responsibility of the Applicant to comply with paragraphs 11.1 to 11.3 above.

11.5 All statutory declarations and formal attestations required under the Guidelines, including the Beneficial Ownership Declaration Form, shall be duly notarised before submission. All other supporting documents, including but not limited to curriculum vitae, memoranda of understanding, bank guarantees, financial statements, Corporate Affairs Commission documents, and tax clearance certificates, shall be submitted as certified true copies or in original form, as applicable, and shall not be required to be notarised unless expressly stated in the Guidelines.

11.6 A single consolidated notarised affidavit may be submitted to authenticate all declarations and attestations required under the Guidelines, provided that such affidavit expressly references and covers each applicable statement or declaration.

11.7 In submitting a Bid, the Bidder shall confirm in its Bid that there has been no material change to the information provided by it or, if applicable, by any of its members in the Application, or shall indicate such material changes and confirm that any such change that requires the approval of the Commission under the Guidelines has been so approved before the submission of the Bid.

11.8 The Applicants submit their Applications with full knowledge of the Commission's right to disclose the names of the Applicants, and in so doing, specifically waive any rights they may have under any Applicable Law to prevent the disclosure thereof to the public at the time of such disclosure.

11.9 By submitting Applications in response to the Guidelines, all Applicants fully acknowledge that:

(a) They have carefully examined all information in the Licensing Round Package and received all information that they require to submit an Application; and

(b) They accept the risk of any inadequacy, error or mistake in the information provided in the Licensing Round Package and agree to be bound by the relevant undertakings provided therein.

11.10 All applicable fees in respect of the Application shall be fully paid on or before the Application Submission Date. The Commission must have received valid evidence of such payments by the Application Submission Date as a condition for acceptance of an Application. Failure of the Commission to receive value in respect of any prescribed payment within the stipulated timeframe shall render the Application invalid. Neither the Commission nor the Federal Government of Nigeria shall have any liability to the Applicant or third-party payer for such payments. Such confirmation or registration of payment may be done on the Licensing Round Portal indicated on the Commission's website.

12 PREQUALIFICATION CRITERIA

12.1 Prequalification

(a) To qualify for participation in the Bid, an Applicant shall satisfy the technical, financial, legal, health, safety and environment performance criteria set out in 12.2 to 12.5 herein.

(b) After the evaluation of Applications, the Commission will notify short-listed qualified Applicants (Bidders) who will be eligible for participation in the Bid.

(c) The Commission will not entertain any query or clarification from Applicants who fail to qualify for the Bid.

(d) Where an Applicant is a Consortium, each member of the Consortium shall, subject to Paragraph 12.3(h), satisfy the legal requirements and at least one member of the Consortium, who shall be designated as the Operator, shall satisfy the financial, technical, health, safety & environment performance criteria.

12.2 **Technical Criteria**

(a) The technical criteria required to pre-qualify a single Applicant or the member designated as the Operator, in the case of a Consortium, shall be based on the Category applied for.

(b) For Blocks in Category A, the applicants shall meet the following requirements:

(i) Shall have at least 2 years' experience in upstream petroleum operations in Nigeria or any similar terrain in the world as an operator or a partner in the operations; or

(ii) Evidence of a partnership and/or technical arrangement with a company with the qualifying experience and status in paragraph 12.2(b)(i); or

(iii) Evidence of a technical arrangement, meeting paragraph 12.2(h) with an upstream petroleum operations service company with at least 5 years' experience in providing exploration, development, and production support in deep offshore upstream petroleum operations in Nigeria or any similar terrain in the world.

(c) For Blocks in Categories B-C, the applicants shall meet the following requirements:

(i) Shall have experience in upstream petroleum operations, as an operator or a partner, in any one or more of the following terrains: deep offshore, shallow water, onshore or frontier areas, whether in Nigeria or in any comparable terrain elsewhere in the world; or

(ii) Evidence of a partnership and/or technical arrangement with a company with the qualifying experience and status in paragraph 12.2 (c)(i); or

(iii) Evidence of a technical arrangement, meeting paragraph 12.2(h), with an upstream petroleum operations service company with experience in any one or more of the following terrains: deep offshore, shallow water or onshore, or frontier

area petroleum operations in Nigeria or any similar terrain in the world;

(d) For Blocks in Category D, the applicants shall meet the following requirements:

(i) Shall have experience in upstream petroleum operations, as an operator or a partner, in any one or more of the following terrains: deep offshore, shallow water, onshore or frontier areas, whether in Nigeria or in any comparable terrain elsewhere in the world; or

(ii) Evidence of a partnership and/or technical arrangement with a company with the qualifying experience and status in paragraph 12.2(d)(i); or

(iii) Evidence of a technical arrangement, meeting paragraph 12.2(h), with an Upstream Petroleum Operation Service company with experience in any one or more of the following terrains: deep offshore, shallow water or onshore, or frontier area exploration in upstream petroleum operations in Nigeria or any similar terrain in the world;

(e) Where a company participating in any Category does not directly possess the technical requirements, such company may rely on its parent company to fulfil the requirements referenced in paragraphs 12.2(a) to 12.2(d) above, provided that the parent company gives the Commission, with the Application, a written undertaking to make available to the company the personnel, resources and technical support needed to perform the Work Programme Commitment until the completion of the work programme for the initial exploration period;

(f) Except in respect of Blocks in Category A, where an Applicant is a new company or does not have the experience set out in paragraph 12.2 (c) or 12.2(d), as applicable, it shall be sufficient if its management team has at least 5 years' experience in petroleum exploration and production operations;

(g) Where an Applicant relies on a technical services agreement, the

Applicant shall submit the agreement with the Application; and

(h) A technical services agreement relied on under this paragraph 12.2 shall be an agreement: (i) signed and submitted with the Application; (ii) which remains in force until the licensee has completed the work programme for the initial exploration period; (iii) where such an agreement is to be replaced at any time during the initial exploration period, it shall only be by a company that meets the requirement for such technical services as provided in these Guidelines.

12.3 **Financial Criteria**

(a) Applicants applying for blocks in Category A shall provide any one of the following documents:

(i) Record of financial contributions to capital expenditure in Deep Offshore exploration and operations in the last 2 years; or

(ii) Audited Financial Statement of the Applicant (or, for a Consortium, of each member) over the last 3 years, the most recent of which shall be for a financial year ending not more than twelve (12) months before the Application Submission Date; or

(iii) letters from its banks confirming its cash balances and any undrawn committed facilities, dated not more than thirty (30) days before submission; or

(iv) where it relies on a facility or an equity commitment, the facility agreement or a binding equity commitment letter.

(b) Applicants applying for blocks in Categories B-C shall provide any one of the following documents;

(i) Record of financial contributions to capital expenditure in upstream petroleum operations, in any one or more of the following terrains: deep offshore, shallow water, onshore or frontier areas, whether in Nigeria or in any comparable terrain elsewhere in the world; or

(ii) Audited Financial Statement of the Applicant (or, for a

Consortium, of each member) over the last 3 years, the most recent of which shall be for a financial year ending not more than twelve (12) months before the Application Submission Date; or

(iii) letters from its banks confirming its cash balances and any undrawn committed facilities, dated not more than thirty (30) days before submission; or

(iv) where it relies on a facility or an equity commitment, the facility agreement or a binding equity commitment letter.

(c) Applicants applying for blocks in Category D shall provide any one of the following documents;

(i) Record of financial contributions to capital expenditure in upstream petroleum operations, in any one or more of the following terrains: deep offshore, shallow water, onshore or frontier areas, whether in Nigeria or in any comparable terrain elsewhere in the world; or

(ii) Audited Financial Statement of the Applicant (or, for a Consortium, of each member) over the last 3 years, the most recent of which shall be for a financial year ending not more than twelve (12) months before the Application Submission Date; or

(iii) letters from its banks confirming its cash balances and any undrawn committed facilities, dated not more than thirty (30) days before submission; or

(iv) where it relies on a facility or an equity commitment, the facility agreement or a binding equity commitment letter.

(d) For Applicants relying on the documents stated in paragraphs 12.3(a)(iii) or 12.3(a)(iv), 12.3(b)(iii) or 12.3(b)(iv) and 12.3(c)(iii) or 12.3(c)(iv), such applicant shall demonstrate available funds of not less than 100% of the sum of (i) the estimated cost of the minimum work programme for the initial exploration period for the Category of each Block applied for, as stated in paragraph 12.3(e) and (ii) the minimum Signature Bonus for that Category. For this purpose,

"available funds" means cash and cash equivalents, undrawn committed bank facilities, and binding equity commitments from a parent company or sponsor that itself meets the requirements under this paragraph.

(e) Each Applicant shall demonstrate funding capacity, by cash, committed funding of not less than US$200,000,000 (Two Hundred Million United States Dollars) for each Block applied for in Category A, US$85,000,000 (Eighty-Five Million United States Dollars) for Category B, US$ 70,000,000 (Seventy Million United States Dollars) for Category C and US$20,000,000 (Twenty Million United States Dollars) for Category D.

(f) Where an Applicant does not itself meet the requirements of this paragraph 12.3, it may rely on its parent company or on a financier, provided that:

(i) the requirements in paragraph 12.3 are applied to the financial statements and resources of that parent company or financier;

(ii) a parent company undertakes in writing, with the Application, to provide the parent company guarantee referred to in paragraph 19.3(e)(i) if the Applicant is the winning Bidder; and

(iii) a financier's funding is evidenced by a duly executed funding agreement, submitted with the Application, setting out the terms and conditions of the funding.

(g) Each Applicant shall demonstrate its financial viability by satisfying either of the following tests, as shown in its most recent audited financial statements:

(i) The Applicant meets each of the following criteria, to the extent applicable:

(A) a current ratio of not less than 2:1;

(B) a gearing ratio of not more than 70%; and

(C) an interest cover of not less than 2.0,

provided that criterion (C) shall not apply to an Applicant that has no interest-bearing borrowings; or

(ii) The Applicant has shareholders' funds of not less than:

(A) US$200,000,000 (Two Hundred Million United States Dollars) for Blocks in Category A;

(B) US$75,000,000 (Seventy-Five Million United States Dollars) for Blocks in Category B;

(C) US$50,000,000 (Fifty Million United States Dollars) for Blocks in Category C; and

(D) US$20,000,000 (Twenty Million United States Dollars) for Blocks in Category D.

(h) Where the Applicant is a Consortium, the financial requirement may be met by any member of the Consortium that independently satisfies that requirement.

(i) An Applicant shall not pre-qualify where:

(i) its most recent audited financial statements, or those of a parent company or financier on which it relies, carry an adverse opinion, a disclaimer of opinion or a material uncertainty as to going concern; or

(ii) it or any of its Affiliates has an undisputed sum overdue to the Commission or the Government in respect of royalties, rents, fees, bonuses or other payments under a licence, a lease or the Applicable Laws.

12.4 **Legal Criteria**

(a) All applicants shall satisfy the legal criteria by submitting the following documents:

(i) Certificate of Incorporation;

(ii) Particulars of shareholders of the Applicant's company;

(iii) Particulars of directors of the Applicant's company;

(iv) Beneficial Ownership Information;

(v) Letter of Good Standing of the Applicant from the Corporate Affairs Commission (for Nigerian registered companies only);

(vi) Valid Tax Clearance Certificate for the past three years, where applicable or for each year since incorporation for a company incorporated for less than three years;

(vii) Memorandum and Articles of Association of the Applicant; and

(viii) The organisational chart of the Applicant.

(b) In the case of a consortium, each member of the consortium shall submit the documents referenced in paragraph 12.4(a).

12.5 **Health, Safety & Environment Criteria**

(a) Subject to paragraph 12.1(d), all Applicants shall provide the following:

(i) The safety and environmental policy document;

(ii) The safety and environmental management system document;

(iii) Records of any major accidents during the last five years; and

(iv) Records of any enforcement action for breaches relating to health, safety or the environment during the last five years.

13 CONFIDENTIALITY

13.1 Before accessing the VDR or the PDR, all applicants shall execute a Confidentiality Agreement.

13.2 Subject to paragraph 13.3 and in addition to the obligations in the Confidentiality Agreement, no Bidder shall communicate or in any way disclose, either directly or indirectly, any information whatsoever relating to the data accessed except to a party which is in the same consortium as the disclosing party.

13.3 A Bidder may disclose such data, in confidence and in accordance with the Confidentiality Agreement, to its respective financiers, lawyers, technical advisers, and other specialists involved in the preparation of its bid.

13.4 Each Bidder will assume liability for any unauthorised publication of

information relating to this transaction that is traced to the Bidder.

13.5 After opening the Bids, information relating to the examination, clarification, evaluation and comparison of any of the Bids and recommendations concerning the licensing round and the licensing round process will not be disclosed by the Commission or its officials to Bidders or other persons not officially concerned with the Licensing Round process.

14 DISQUALIFICATION

14.1 A pre-qualified Applicant may be disqualified at any time if it, or any of its shareholders, directors, or beneficial owners, is found to be in breach of, or to fall within, any of the disqualification criteria set out in Paragraph 11 of the Regulations, in addition to any other grounds for disqualification specified in this paragraph 14.1:

(a) presents or has previously presented false information or forged documents in respect of any bid or tender process with the Government;

(b) has breached or breaches the terms and conditions of any existing licence or agreement with the Commission, Authority or the Government in relation to petroleum operations in Nigeria;

(c) is or becomes Insolvent;

(d) undergoes a change of control within the meaning of section 95(14) of the PIA, except with the consent of the Minister;

(e) has been or is found guilty of an offence which raises doubts about the professional integrity and financial viability of the Bidder, its shareholders, members or directors;

(f) uses third parties to circumvent the matters under this paragraph, the Guidelines, or Paragraph 11 of the Regulations;

(g) is indebted to or has its assets taken over by AMCON;

(h) has not met its obligations, with regard to the payment of taxes and other statutory & regulatory payments such as the Nigerian Social Insurance Trust Fund (NSITF), Bureau of Public Procurement (BPP), Pension Commission (PENCOM), Industrial Training Fund (ITF), where applicable in accordance with the extant law in Nigeria; or

(i) is not in all respects acceptable to the Government.

14.2 Where the provisions of paragraph 14.1 apply to some but not all of the members of a Consortium ("**Affected Member**"), the Consortium shall not be disqualified if the Affected Member leaves or is voted out of the Consortium and the other members of the Consortium other than the Affected Members ("**Unaffected Members**") shall be deemed to be all the members of the Consortium upon notification of the exit of the Affected Member to the Commission, supported by relevant documents, including an updated Consortium Agreement between the Unaffected Members, provided that, where the exit of the Affected Member leaves fewer than two Unaffected Members, the Consortium shall not be able to continue to participate in the Licensing Round, unless the sole Unaffected Member itself satisfies all the prequalification criteria in paragraph 12, in which case that member may, with the prior written approval of the Commission, continue to participate in the Licensing Round as an individual Applicant in place of the Consortium, in accordance with paragraph 6.3(g).

14.3 The Consortium-wide disqualification provisions under the Guidelines apply at the application, bid and evaluation stages and after evaluation until the grant of the PPL, and are intended to preserve bid integrity.

14.4 Following the grant of the PPL, instances of default, ineligibility, or non-performance by a Consortium member shall be addressed in accordance with post-award enforcement mechanisms, including withdrawal, reassignment, or reallocation of interests, as permitted under the PIA (including section 95) and the Guidelines.

14.5 Accordingly, post-award remedial actions against a defaulting consortium member shall not, of themselves, invalidate the award to compliant consortium members.

15 ACCEPTANCE AND REJECTION OF APPLICATIONS OR BIDS

15.1 Notwithstanding anything contained in the Guidelines, the Commission reserves the right, as provided in regulation 13 (a) of the Regulations, to accept or reject any Application or Bid, annul the qualification process and reject all Applications or Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without

assigning any reasons thereto. If the Commission rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

15.2 Where an Applicant or a Bidder is a Consortium and the Consortium, or any member of it, is disqualified, the entire Consortium shall be disqualified, provided that the Consortium shall not be disqualified where (i) not fewer than two members remain in the Consortium, in which case paragraph 14.2 shall apply; or (ii) only one member remains and that member itself satisfies all the prequalification criteria in paragraph 12, in which case that member may, with the prior written approval of the Commission, continue to participate in the Licensing Round as an individual Applicant or Bidder in place of the Consortium.

16 SIGNATURE BONUS

16.1 All Bidders shall be required to submit a Signature Bonus bid for each Block applied for.

16.2 The Signature Bonus for each Block shall be not less than US$3,000,000 (Three Million United States Dollars) and not more than US$7,000,000 (Seven Million United States Dollars) per Block ("**Prescribed Range**").

16.3 All Signature Bonus bids for a Block shall be ranked from highest to lowest, and such ranking shall form the basis of scoring under the Commercial Bid Evaluation Criteria to be published by the Commission.

16.4 The highest bid within a Prescribed Range for a Block shall receive the maximum score for the Signature Bonus parameter. Other bids shall be scored on a proportional basis relative to the highest bid, in accordance with the Commercial Bid Evaluation Criteria to be published by the Commission.

16.5 Submitting a value at the maximum limit of a Prescribed Range shall not, in itself, confer automatic award of the Block but shall be evaluated strictly in accordance with the ranking and scoring methodology.

16.6 The signature bonus shall be paid in United States Dollars to the account specified in Schedule F and must be paid in full before the grant of the PPL.

17 PROCEDURE FOR SUBMISSION AND EVALUATION OF BID PROPOSALS

17.1 Procedure

(a) Prequalified participants are required to submit a:

(i) Technical Bid;

(ii) Commercial Bid; and

(iii) Bid Guarantee.

(together, the "**Bid**").

17.2 Packaging of Bids

(a) The Bid proposal shall be submitted electronically in three (3) parts and the Bidder's name shall be clearly indicated on each submission:

(i) Technical Bid;

(ii) Commercial Bid; and

(iii) Bid Guarantee.

(b) The Technical Bid shall be uploaded in an unencrypted format. The Bidder shall encrypt the Commercial Bid and Bid Guarantee before uploading them on the Licensing Round Portal. The decryption key shall be brought along by the Bidder to the Commercial Bid Conference, which will be used to access the Commercial Bid and Bid Guarantee.

(c) The Bidder shall be required to upload evidence of payment of the following as part of its electronic submission:

(i) Bid Application Fee; and

(ii) Data Purchase.

(d) All parts of the Bid shall comply with the electronic submission requirements set out in paragraphs (e) and (f) below. Any non-compliant file may be rejected and shall not be considered for evaluation.

(e) All files submitted shall comply with the file format and size requirements prescribed herein. Permissible formats include

searchable PDF and native spreadsheet formats. Each file shall not exceed a maximum size of 20MB and, where applicable, shall be digitally signed. Upon successful upload, each file shall be automatically time-stamped by the Licensing Round Portal, which time-stamp shall constitute the official time of submission. Any file submitted in excess of the prescribed size limit or in an unsupported format shall be automatically rejected by the system.

(f) Any file that fails to comply with the prescribed electronic submission specifications, including file format, encryption, authentication, integrity validation, or upload completion, may be rejected as non-compliant. Where an upload is incomplete, corrupted, or interrupted, the system shall, where feasible, notify the Bidder and require resubmission within the applicable submission window. The Commission shall not be responsible for any failure by the Bidder to complete the upload process before the submission deadline.

(g) The Commission shall not be liable for any failure, delay, corruption or inaccessibility arising from the Bidder's hardware, software, network connectivity, file preparation errors, encryption errors, incompatible formats, or late uploads. Bidders are solely responsible for ensuring that all submissions are completed, verifiable, and accessible prior to the deadline.

(h) Submission through the Licensing Round Portal constitutes a Bidder's acknowledgement and acceptance of the electronic submission specifications, including the use of system-generated time-stamps, automated transmissions, and returned copies of submitted documents as conclusive evidence of submission, and acceptance of all associated system and operational risks.

(i) Bids must be fully uploaded onto the Licensing Round Portal no later than 4:30 p.m. W.A.T. on the date notified by the Commission on the Licensing Round Portal for the submission of Bids (the "**Bid Submission Date**"), unless such date is extended in accordance with the Guidelines.

17.3 **Payment of Bid Application Fees and acknowledgement of submission**

(a) All applicable fees in respect of the Bid, including the Bid Application Fee, shall be fully paid on or before the Bid Submission Date. The Commission must have received valid evidence of such payments by the Bid Submission Date as a condition for acceptance of the Bid. Failure of the Commission to receive value in respect of any prescribed payment within the stipulated timeframe shall render the Bid invalid. Neither the Commission nor the Federal Government of Nigeria shall have any liability to the Applicant or third-party payer for such payments. Such confirmation or registration of payment may be done on the Licensing Round Portal indicated on the Commission's website.

(b) Upon satisfactory submission of a compliant Bid, the Commission shall acknowledge receipt by issuance of a receipt at the time of submission.

17.4 **Bid Participation Limits**

(a) Notwithstanding any other provision of the Guidelines, each Applicant, being an incorporated company, whether acting individually or as a member of any Consortium, shall be permitted to submit Bids in respect of not more than two (2) Blocks offered under the Licensing Round.

(b) Only one (1) Bid per Block may be submitted by any Applicant or Consortium, and duplicate or competing submissions in respect of the same Block shall be rejected.

(c) Where an Applicant submits, participates in, or is otherwise connected to Bids in respect of more than two (2) Blocks, all such additional Bids beyond the first two (2), in chronological order of submission, shall be deemed invalid and disqualified ab initio, without prejudice to any further regulatory sanctions the Commission may impose.

17.5 **Interpretation of Bid Participation Limits**

(a) For the avoidance of doubt, the bid participation limits prescribed under the Guidelines shall be applied substantively and not merely

formally.

(b) In assessing compliance, the Commission shall have regard to direct and indirect participation, including through consortium arrangements, special purpose vehicles, Affiliates, nominees, trusts, or any structure that has the effect of enabling an Applicant to participate in more than the permitted number of Blocks.

(c) The provisions of paragraph 17.4(c)) shall apply where an Applicant attempts to circumvent the bid participation limits through artificial, fragmented, or nominee structures.

17.6 **Additional matters relating to Bid submissions**

(a) The Commission shall not be responsible for any costs or expenses incurred in connection with the preparation or submission of the Bid(s) or any other cost arising from participation in the Bid.

(b) No additional information or documents shall be accepted after the Bid Submission Date.

(c) The schedule and venue for the Commercial Bid Conference shall be communicated accordingly.

17.7 **Technical Bid**

Bidders will be required to submit a technical bid showing the following:

(a) An assessment of the geological, geophysical, and geotechnical characteristics of the Block based on the available data and information, including an estimate of the prospective resources and the associated geological risk;

(b) An assessment of the exploratory and technical activities required to execute the Initial Work Programme Commitment in relation to the Block, and the Bidder's strategy for the appraisal of any discovery;

(c) A conceptual plan for the development of any commercial discovery, covering the development concept, facilities, evacuation route, reservoir and production management, metering and measurement, and the utilisation of gas and elimination of routine flaring;

(d) A proposal for the conduct/operation of the licence in the initial

period and, in outline, over the life of the licence, covering:

(i) Health, Safety and Environment, including emergency response, oil spill contingency and environmental management;

(ii) Community/Stakeholder Management, including host community engagement and compliance with the host community development obligations under the PIA;

(iii) Personnel, including key personnel, technical partners and Nigerian content;

(iv) Field Operations, including the operating model, logistics, and data management and reporting to the Commission; and

(v) Decommissioning and Abandonment;

(e) An estimate of the financial resources required to execute the exploratory and technical activities under the Initial Work Programme Commitment, and an indicative estimate of the costs over the life of the licence; and

(f) A credible financing plan demonstrating how the Bidder intends to secure and deploy the funds required to implement the Initial Work Programme Commitment and sustain the proposed operations.

17.8 **Commercial Bid**

(a) Bidders shall be required to submit a Commercial Bid on the parameters specified below for the Category of the Block bid:

(i) Signature Bonus offered;

(ii) The additional Work Programme Commitment offered above the Minimum Work Programme Commitment; and

(iii) For Blocks in Category A, the additional Profit Oil Split and Profit Gas Split offered to Government above the split in the PSC term sheet.

(b) The winning Bid for a Block shall be the Bid with the highest weighted aggregate score derived from the combined results of the Technical Bid Evaluation and the Commercial Bid Evaluation.

17.9 **Bid Guarantee**

(a) Bidders will be required to submit, with their Commercial Bids, a bid

guarantee in the amount equivalent to five (5) per cent (5%) of the proposed Signature Bonus, in the form of an on-demand payment bond payable upon presentation in Nigeria, which shall be valid for one hundred and eighty (180) calendar days after the Commercial Bid Conference (**Bid Validity Period**) (or for such extended period as may be mutually agreed between the Commission and the Bidder) (**Extended Bid Validity Period**).

(b) The Bid Guarantee shall be from an international bank with a "BBB" rating from S&P Global, Fitch Ratings, or Moody's, or a Nigerian Bank with a "BBB" rating from GCR, Augusto & Co, AM Best, or Data Pro. The standard language of the Bid Guarantee is provided in Schedule D (Standard Language of Bid Guarantee for the Licensing Round). Where the Bid Guarantee is provided by the parent company of the Bidder, the parent company shall provide the guarantee in the form of a bank guarantee issued by a bank that meets the rating stated in this paragraph.

(c) Any Bid not accompanied by the required Bid Guarantee will be rejected.

(d) If a Bidder declines a request by the Commission to extend the Bid Validity Period, its Bid Guarantee will be returned without penalty at the end of the original Bid Validity Period, and the Bidder's Bid will receive no further consideration.

(e) If a Bidder's Commercial Bid is rejected or is not declared the winning Bidder or Reserve Bidders, the Bid Guarantee will be returned to the Bidder within a maximum of six (6) weeks of the declaration of the winning Bidder and Reserve Bidders.

(f) Where, pursuant to the tie-breaking process under paragraph 19.3(b), a Bidder submits a re-bid that exceeds the amount originally bid and is declared the winning Bidder, such Bidder shall be required to provide a revised Bid Guarantee equivalent to five percent (5%) of the winning bid amount within fourteen (14) days of the Commercial Bid Conference. Failure to provide the revised Bid Guarantee within the prescribed timeframe shall render the winning

bid void, and the Commission may offer the Block to the next highest-ranked Bidder.

(g) The Bid Guarantee will be forfeited without any prior notice, demand, or other legal process, upon the occurrence of any of the following events:

(i) The Bidder withdraws its Bid before the expiry of the Bid Validity Period or any Extended Bid Validity Period the Bidder has agreed to;

(ii) The Bidder's Bid is found to contain any false statement or material misrepresentation;

(iii) The Bidder is found to have committed any corrupt, coercive, fraudulent or obstructive practice, as stated in Paragraphs 13 (iv), (vii) and (x) of the Regulations, or collusion to affect the outcome of the Bid process;

(iv) The Bidder fails to pay the Signature Bonus as provided in paragraph 19.3(e)(v) of the Guidelines;

(v) The Bidder refuses or fails to enter into negotiations with the Commission; and

(vi) The Bidder fails to provide a revised Bid Guarantee within the period stated in paragraph 17.9(f) of the Guidelines.

(h) Where the winning Bidder fails to meet the conditions of the offer and its Bid is declared unsuccessful, the Reserve Bidder to whom the Block is offered shall, within seven (14) days of the Commission's notice, extend its Bid Validity Period and Bid Guarantee until the payment of the Signature Bonus. A Reserve Bidder that fails to do so shall lose its place, and the Commission may offer the Block to the next Reserve Bidder.

(i) Where the Bidder is a Consortium, the members of the Consortium may submit bid guarantees from two (2) or more banks, provided that each guarantee meets the rating in paragraph 17.9(b) and the separate Bid Guarantees together equal five per cent (5%) of the proposed Signature Bonus.

18 GENERAL MISREPRESENTATION AND NON-DISCLOSURE CLAUSE

Any misrepresentation, omission, falsification, inaccuracy, or incomplete disclosure in any document, statement, information, or representation submitted by a Prospective Bidder at any stage of the Licensing Round process shall render the Bid invalid and may result in immediate disqualification. The Commission reserves the right to verify all information provided and, where any such misrepresentation or omission is discovered, whether during evaluation, after a Bidder has been declared the winning Bidder, or post-award, the Commission may nullify the Bid, withdraw any provisional award or Letter of Award issued and take any action permissible under the PIA, the Guidelines, and any applicable Regulations.

19 METHOD OF EVALUATION OF BIDS

19.1 Technical Bid Evaluation

(a) The Technical Bid Evaluation criteria and scoring methodology shall be published by the Commission on the Licensing Round Portal after the conclusion of the Qualification Stage and shall be communicated to all Bidders before the deadline for the submission of Bids.

(b) Each Bid shall attract a Bid Application Fee as indicated in paragraph 9 of these Guidelines and Schedule F.

19.2 Commercial Bid Conference

(a) The Commercial Bid Evaluation criteria and scoring methodology shall be published by the Commission on the Licensing Round Portal after the conclusion of the Qualification Stage and shall be communicated to all Bidders before the deadline for the submission of Bids.

(b) All Bidders shall be invited to attend the Commercial Bid Conference, at which Commercial Bids shall be opened and the Commercial bid scores shall be aggregated with the Technical bid scores.

(c) The Commercial Bid opening and announcement shall be conducted in the presence of:

(i) Accredited representative of the Bidders;

(ii) Representative of the Federal Ministry of Finance;

(iii) Representative of the Federal Ministry of Petroleum Resources;

(iv) Representative of the Nigerian Extractives Industries Transparency Initiative; and

(v) Any interested member of the public.

(d) Where a Bid does not include the Bid guarantee or the guarantee is invalid, the Bid stands disqualified.

(e) The Commission may reject a Bid during the opening process or subsequently in accordance with Paragraph 13 of the Regulations.

19.3 **Winning Bid**

(a) The winning Bid for a Block shall be the Bid with the highest aggregate score calculated in accordance with the published scoring methodology. In contrast, the next Bidders with the highest aggregate scores, up to the number provided in Regulation 12(14) (c) (ii) of the Regulations, shall be announced as Reserve Bidders, in descending order of priority.

(b) Where two or more Bidders, including Reserve Bidders, achieve identical highest aggregate scores for a Block, the Commission shall determine the winning Bid by inviting the affected Bidders to immediately submit a sealed re-bid limited strictly to the Signature Bonus at the Commercial Bid Conference, and the Bidder submitting the highest valid re-bid shall be declared the winning Bidder or the next ranking Reserve Bidders.

(c) The winning Bidder and the Reserve Bidders for each Block shall be announced at the Commercial Bid Conference. Upon their determination, the representatives set out in paragraph 19.2(c) of the Guidelines shall issue a joint authenticating written statement confirming the winning Bid.

(d) The Commission shall publish the winning Bidder and the Reserve Bidders on its website and issue an offer letter (**Offer Letter**) to the winning Bidder by email to the email address provided to the Commission for this licensing round, within 14 working days of the Commercial Bid Conference. The Offer Letter shall be deemed

received by the winning Bidder on the date the Commission transmits the Offer Letter.

(e) The winning Bidder shall, prior to the granting of the PPL, furnish the Commission within 90 days from the date of issue of the Offer Letter issued pursuant to Paragraph 19.3(d) of the Guidelines, including the following:

(i) the parent company guarantee (where applicable);

(ii) the Work Programme Performance Security;

(iii) the applicable fee;

(iv) evidence of payment of the rent for the first year;

(v) evidence of payment of the Signature Bonus; and a sworn affidavit confirming the following:

(A) that neither the Company nor any of its directors has been the subject of any investigation or disciplinary proceedings or has been issued a warning or reprimand by the Commission or any other regulatory authority or government agency, whether in Nigeria or elsewhere;

(B) that neither the Company nor any of its directors has been subjected to any proceedings of a disciplinary or civil/criminal nature or been notified of any potential proceedings or of any investigation which might lead to proceedings, under any law in any jurisdiction;

(C) that neither the Company nor any of its directors has been convicted of any offence relating to fraud, misrepresentation or dishonesty in any civil or criminal proceeding in any jurisdiction;

(D) that the company is solvent; and

(E) that no insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganisation, composition, arrangement with creditors, voluntary or involuntary, affecting the company or any of its assets or properties, are pending

or, to the knowledge of the company, threatened. The company has not taken any action in contemplation of, or that would constitute the basis for, the institution of any such insolvency proceedings.

(vi) the duly executed Model Contract pursuant to section 85(2) of the PIA;

(vii) In the case of a Licensee Company, the certificate of incorporation required by paragraph 6.4.

(f) Where the winning Bidder fails or is unable to fulfil the conditions set out in paragraph 19.3(e) of the Guidelines within ninety (90) days, the Bid shall be declared unsuccessful and such Bidder shall cease to have any right or entitlement to fulfil the said conditions or to the award of the Block.

(g) The Commission may, at its discretion, sequentially invite the reserve Bidders to fulfil the conditions set out in paragraph 19.3(e) of the Guidelines and the Regulations in respect of the Block, each within ninety (90) days of such invitation, and each such Bidder shall, upon failure, cease to have any right or entitlement to the award.

(h) Where all invited Bidders fail or are unable to fulfil the conditions set out in Paragraph 19.3 (e) of the Guidelines and the Regulations within the stipulated time, the Bid shall be declared unsuccessful and the Block shall revert to the bid basket without further recourse to the Bidders.

(i) Any payment made by any of the Bidders referred to above, after the stipulated deadline, shall be at the sole risk of the Bidder, and the Commission shall not be under any obligation to accept such payment or be liable for any loss, claim, or consequence arising therefrom.

(j) Where the Winning Bidder fulfils all the conditions in paragraph 19.3 (e) of the Guidelines, or where applicable pursuant to paragraph 19.3(g) above, a Reserve Bidder fulfils all these conditions, the Commission shall, pursuant to Section 73(3) of the PIA, make a recommendation to the Minister to grant a PPL to the winning Bidder or Reserve Bidder, as the case may be.

(k) The Minister shall communicate a decision to the Commission in accordance with Section 73(4) of the PIA.

(l) Where the Minister does not grant the licence or lease on the recommendation of the Commission, any guarantee provided shall be void, and the payments made under paragraph 19.3(e)(iii) to (v) of the Guidelines shall be refunded to the winning Bidder or Reserve Bidder, as the case may be.

(m) The Reserve Bidder or any member of a Consortium that was the Reserve Bidder that emerges as the winner of the Bid pursuant to paragraph 19.3(g) of the Guidelines shall not assign any of its interests in the licence or lease area to a company that was, either directly or indirectly, the winning Bidder or was a member of a consortium of a winning Bidder.

20 CLOSING OF THE LICENSING ROUND

20.1 The successful Bidder will be required to fulfil the terms of the offer of an award which will include, among others:

(a) Payment of a signature bonus within the time stipulated in paragraph 19.3(e) of the Guidelines;

(b) The execution of the Model Contract in accordance with section 85(3) of the PIA; and

(c) The signing of the Licence Instrument and General Licence Conditions of the Licence following the Minister's approval under section 73(4) of the PIA.

20.2 A Block for which no Bid is received, no Bid qualifies or no award is made, or for which the winning Bidder and every Reserve Bidder fail to fulfil the conditions in paragraph 19.3(e), shall revert to the Commission's bid basket for a subsequent licensing round.

21 BENEFICIAL OWNERSHIP INFORMATION

21.1 Prospective Bidders are required, pursuant to Section 7 (f) (ii) of the PIA, to provide the Commission with information on their owners, including the identity(ies) of their beneficial owner(s), the level of ownership and details about how that ownership or control is exerted. Accordingly, all relevant

persons are hereby required to provide the information of persons with significant control over them.

21.2 A "person with significant control" means any person:

(a) directly or indirectly holding at least 5% of the shares or interest in a relevant person;

(b) directly or indirectly holding at least 5% of the voting rights in a relevant person;

(c) directly or indirectly holding the right to appoint or remove a majority of the directors or partners in a relevant person;

(d) otherwise having the right to exercise or actually exercising significant influence or control over a relevant person; or

(e) having the right to exercise, or actually exercising, significant influence or control over the activities of a trust or firm, whether or not it is a legal entity, but would itself satisfy any of the first four conditions above if it were an individual.

21.3 The information shall be provided using the Beneficial Ownership Declaration Form attached hereto as Schedule E.

21.4 For the avoidance of doubt, the failure by a Prospective Bidder to fully complete and submit the Beneficial Ownership Declaration Form, or the submission of any false, misleading, inaccurate, or incomplete information therein, shall render the Bid invalid and subject to disqualification. The Commission reserves the right to verify all information provided and, where any deficiency or false disclosure is discovered at any stage, whether during bid evaluation, after the Bidder has been declared the winning Bidder, or post-award, the Commission may nullify the Bid, withdraw any provisional award, and take any other action permissible under the PIA, these Guidelines, and applicable Regulations.

22 COMMITMENT AND GUARANTEE

22.1 Minimum Work Programme Commitment

(a) The Minimum Work Commitment for each Category, except for Category D, shall be:

(i) The drilling of 1 exploration well in the initial phase; and

(ii) The minimum seismic data acquisition criteria applicable to a Category;

(iii) Where a PPL covers an area with an existing well(s), a bidder may elect to present a plan for the drilling of a new well, or the re-entry of an existing well to drill to a new objective approved by the Commission, in its technical bid to fulfil the obligation; and

(iv) The minimum seismic data acquisition criteria applicable to each Category set out in Schedule G.

(b) Where a PPL covers an area with one (1) existing well, the licensee may, either:

(i) re-enter and use the existing well to carry out one or more of the following operations (the "Permitted Well Operations"):

(A) acquiring additional geological, geophysical and petrophysical data;

(B) well testing and analysis;

(C) completing or recompleting the well to evaluate or establish its production potential;

(D) workover or other well intervention to obtain additional subsurface information; or

(E) re-enter the well to drill to a new objective; or

(ii) drill one (1) appraisal well within the PPL area during the initial phase.

(c) Where a PPL covers an area with two (2) or more existing wells, the licensee may, either:

(i) re-enter and use the existing wells to carry out one or more of the Permitted Well Operations, and prepare a Field Development Plan for the PPL; or

(ii) drill at least one (1) additional appraisal well within the PPL area during the initial phase.

(d) The licensee shall choose between the options in paragraphs 22.1(b) or 22.1(c) based on its technical assessment of the available subsurface data and of the most appropriate means of evaluating the petroleum potential of the Block. The licensee shall present its choice in its Technical Bid.

(e) Completion of the option chosen under paragraph 22.1(d) shall be deemed to satisfy the obligation in paragraph 22.1(a)(i) for the first period.

(f) The Minimum Work Commitment for licences in Category D shall be the acquisition, processing and interpretation of a minimum of 500 sq km of 3D seismic data.

(g) The Minimum Work Commitment for the optional extension period for each Category shall be the drilling of at least one (1) exploration well, in accordance with section 78(2) of the PIA.

22.2 **Binding Nature of Minimum Work Programme Commitment**

The Minimum Work Commitment and any additional Work Commitment submitted by the bidder shall be incorporated into the Model Contract and shall be binding on the bidder.

22.3 **Work Programme Performance Security**

(a) The Work Programme Performance Security shall be in the form of a bank guarantee, standby letter of credit or performance bond for an amount provided for in regulation 21(5) of the Regulations.

(b) The Work Programme Performance Security shall be from an international bank with a "BBB" rating from S&P Global, Fitch Ratings, or Moody's, or a Nigerian Bank with a "BBB" rating from GCR, Augusto & Co, AM Best, or Data Pro.

(c) A guarantee or bond issued by an insurance company shall not be accepted.

(d) The Work Programme Performance Security shall be in the form as prescribed in Schedule I.

23 FEES, RENTS, ROYALTIES, TAX AND OTHER GOVERNMENT REVENUES

Fees, rents, royalties and tax payable in respect of a licence shall be as stated in the Applicable Laws. Royalty shall be paid in cash in accordance with the Nigeria Tax Act, 2025, and royalty and tax shall be administered by the Nigeria Revenue Service.

24 PRODUCTION BONUS

24.1 The following Production Bonus shall apply to the Blocks in Categories A – C:

(a) The cash value of two million barrels (2,000,000 bbls) on attainment of cumulative production of fifty million barrels (50,000,000 bbls) from deep offshore Blocks;

(b) The cash value of two million barrels (2,000,000 bbls) upon attainment of cumulative production of one hundred million barrels (100,000,000 bbls) from deep offshore Blocks;

(c) The cash value of two hundred thousand barrels (200,000 bbls) on attainment of cumulative production of three million, five hundred thousand barrels (3,500,000 bbls) from onshore and shallow water Blocks; and

(d) The cash value of two hundred thousand barrels (200,000 bbls) on attainment of cumulative production of ten million barrels (10,000,000 bbls) from onshore and shallow water Blocks.

24.2 The Production Bonus under paragraph 24.1 shall be payable within thirty (30) days of such production being attained. The cash value shall be calculated at the fiscal oil price set by the Commission for the month in which the Production Bonus becomes payable.

24.3 The Production Bonus under paragraph 24.1 and any other bonus referred to in this paragraph 24 shall not be recoverable as cost oil.

24.4 The Production Bonus referred to in this paragraph 24 shall be paid into an account to be designated by the Commission.

24.5 Where non-associated gas (**NAG**) is produced commercially under a PML derived from a licence granted pursuant to this licensing round, the lessee

shall pay to the Commission the bonus specified below upon first attaining each applicable cumulative production threshold:

(a) One billion standard cubic feet (1 Bscf) of non-associated gas on attainment of cumulative NAG production of two hundred billion standard cubic feet (200 Bscf) from onshore and shallow water Blocks;

(b) Two billion standard cubic feet (2 Bscf) of non-associated gas on attainment of cumulative NAG production of four hundred and fifty billion standard cubic feet (450 Bscf) from onshore and shallow water Blocks;

(c) Two billion standard cubic feet (2 Bscf) of non-associated gas on attainment of cumulative NAG production of four hundred billion standard cubic feet (400 Bscf) from deep offshore Blocks; and

(d) Four billion standard cubic feet (4 Bscf) of non-associated gas on attainment of cumulative NAG production of nine hundred billion standard cubic feet (900 Bscf) from deep offshore Blocks.

24.6 Cumulative NAG production shall be from first commercial production and shall comprise the volume of NAG attributable to the lease at the fiscal measurement point approved by the Commission. Associated gas, condensate and gas flared, vented, reinjected or consumed in upstream operations shall be excluded.

24.7 The lessee or contractor, as applicable, shall pay the cash equivalent into the account designated by the Commission unless the Commission elects in writing to take the gas in kind. The cash equivalent shall be calculated using the fiscal gas price applicable at the measurement point for the month in which the threshold is attained.

24.8 Under a production sharing contract, the contractor shall bear the mandatory NAG production bonus without recovery as cost gas.

25 CONTRACTUAL ARRANGEMENTS

25.1 Licence Package

The Licence Package shall comprise the following documents:

(a) Licence Instrument;

(b) General Licence Conditions;

(c) Licence Area Description;

(d) Model Contract;

(e) Work Programme Commitment; and

(f) Work Programme Performance Security.

25.2 **Licence Instrument**

The Licence instrument is the granting instrument vesting the PPL in a winning bidder or any company otherwise entitled to the grant of the PPL, in accordance with the PIA. The instrument will indicate the commencement date of the PPL, its duration, the licensees and their percentage interests and a snapshot of the overarching rights conferred on the licensees. Where a PPL is held by a Consortium, each company's liability for obligations under the PPL shall be joint and several.

25.3 **General Licence Conditions**

The General Licence Conditions (**GLC**) document reflects the general terms & conditions of the Licence that provides the default terms of the PPL. The GLC covers the duration, rights conferred and acreage boundaries of the PPL, Work Programme commitment, annual reviews, the conduct of operations and the Licensee's obligations under the PIA such as the decommissioning and abandonment obligations, Host Community Obligations and Environmental Obligations.

25.4 **The Model Contract**

(a) The Model Contract is the agreement setting out the terms of the award based on the winning bid submitted by the winning Bidder, and terms agreed with the Commission. The Model Contract will be specific to each awardee, will be executed between the Commission (or, in the case of a PSC, NNPC Limited as concessionaire) and the Licensee to provide the fiscal obligations of the Licensee and will incorporate the bid parameters emerging from the Bid.

(b) The Model Contract for Category A licence shall be a PSC pursuant to section 85(2)(a) of the PIA, 2021, with terms as prescribed in the

attached 2026 Licensing Round PSC term sheet in Schedule G.

(c) The Model Contract for Categories B to C shall be a concession contract under section 85(2)(e) of the PIA, 2021.

25.5 **Production Sharing Contracts**

NNPC Limited shall be vested as the concessionaire of all PSCs, as the National oil company on behalf of the Federation in line with its competencies, in accordance with section 64(b) of the PIA and carry out the management of PSCs for a fee, based on the profit oil share or profit gas share in accordance with section 64(c) and (f) of the PIA.

25.6 **Work Programme Commitment**

The Work Programme Commitment is the commitment of the Licensee in its winning Bid to execute the Work Programme Commitment that is the basis of the award in accordance with the specific milestone duration of a licence as agreed by the parties in the Model Contract. The Work Programme Commitment shall be a schedule to the Licence Instrument and shall be incorporated into the Model Contract.

25.7 **Failure to Perform Work Programme Commitment**

Failure by a licensee to meet the minimum work programme commitment in accordance with the terms of the award and the Model Contract shall be taken into account by the Commission in considering any application for the optional extension period of the licence under section 77 of the PIA, and shall be without prejudice to the enforcement of the Work Programme Performance Security and any other sanction under the Model Contract, the licence or the PIA.

25.8 **Work Programme Commitment Performance Security**

The Work Programme Commitment Performance Security is a financial backstop to guarantee the estimated expenditure for the performance of the Work Programme Commitment under the licence. The rating of the issuing financial institution will be indicated in the Model Contract.

26 ANTI-CORRUPTION MATTERS

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process.

Notwithstanding anything to the contrary contained herein, the Commission may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly, engaged in any corrupt, fraudulent, coercive, unethical or restrictive practice in the Bid process.

27 GENERAL POST-AWARD CONDITIONS

27.1 In the case of a change of operatorship by a successful Bidder(s), the consent of the Commission will be required.

27.2 Each Bidder acknowledges that the:

(a) award of a Block to a successful Bidder is based on the representation by a Bidder, that it possesses the requisite financial and technical capacity required to develop a Block; and

(b) The Signature Bonus structure, including the Prescribed Range, has been introduced to fast-track development and production from the Block and shorten time to market.

27.3 All awards shall be subject to the provisions of the PIA.

SCHEDULE A: CALENDAR OF EVENTS

NIGERIA 2026 LICENSING ROUND SCHEDULE/TIMETABLE			
S/N	**Description of Activities**	**Start Date**	**End Date**
1	**Announcement/Advertisement/Portal Launch**	**6 October 2026**	**20 November 2026**
1.1	Announcement of Licensing Round	6 October 2026	6 October 2026
1.2	Advertisement	20 October 2026	24 October 2026
1.3	Launch of Licensing Round Portal	20 November 2026	20 November 2026
2	**Registration/Prequalification**	**20 November 2026**	**1 February 2027**
2.1	Opening of Registration	20 November 2026	20 November 2026
2.2	Pre-Bid Conference	16 December 2026	16 December 2026
2.3	Closing of Registration	15 January 2027	15 January 2027
2.4	Evaluation of Registration Documents	18 January 2027	1 February 2027
2.5	Notification of Prequalified Applicants	1 February 2027	1 February 2027
3	**Technical and Commercial Bid**	**2 February 2027**	**30 April 2027**
3.1	Data Access, Evaluation and Bid Submission	2 February 2027	15 April 2027
3.2	Technical Bid Evaluation	16 April 2027	30 April 2027
3.3	Notification of Qualified Companies	1 May 2027	1 May 2027
3.4	Commercial Bid Conference	7 May 2027	7 May 2027
4	Notification of Winning/Reserve Bidder	7 May 2027	7 May 2027

SCHEDULE B: LIST OF BLOCKS ON OFFER

S/N	Category	Terrain	No. of Blocks	Blocks on Offer
1.	**A**	Deep Offshore	9	PPL 3012 PPL 3018 PPL 3019 PPL 3020 PPL 3021 PPL 3022 PPL 3023 PPL 303 - DO PPL 305 - DO
2.	**B**	Shallow Water	14	PPL 2A 137 PPL 2A 138 PPL 2A 139 PPL 2A 143 PPL 2A 144 PPL 2A 145 PPL 2A 146 PPL 2A 147 PPL 2A 148 PPL 2A 149 PPL 2A 150 PPL 2A 155 PPL 2A 156 PPL 2A 157
3.	**C**	Onshore	17	PPL 2A 127

				PPL 2A 128 PPL 2A 129 PPL 2A 130 PPL 2A 131 PPL 2A 132 PPL 2A 133 PPL 2A 134 PPL 2A 135 PPL 2A 136 PPL 2A 140 PPL 2A 141 PPL 2A 142 PPL 2A 151 PPL 2A 152 PPL 2A 153 PPL 2A 154

SCHEDULE C: CONFIDENTIALITY AGREEMENT

DATED

CONFIDENTIALITY AGREEMENT

BETWEEN

NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION

AND

[BIDDER]

IN RELATION TO THE NIGERIA 2026 LICENSING ROUND

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THIS AGREEMENT is dated [DATE]

Between:

(1) **NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION**, a statutory body established under the Petroleum Industry Act, 2021, whose registered office is at No. 7 Sylvester Ugoh Crescent, Jabi, Abuja ("**Commission"**); and

(2) [FULL COMPANY NAME], incorporated and registered in ..... with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("**Bidder**").

WHEREAS:

(A) The Bidder is one of several parties participating in the Nigeria 2026 Licensing Round (together referred to as "**Licensing Rounds"**) for the grant of a Petroleum Prospecting Licence.

(B) As part of the Licensing Round, the Bidder will be granted access to Confidential Information contained in the virtual or physical data rooms set up by the Commission and/or its partners (**Data Room**), in order to carry out an evaluation study for the purpose of submitting a Bid.

(C) In order to provide the Bidder with Confidential Information, it is a condition under regulation 14 of the Regulations that the Bidder executes this confidentiality agreement to ensure that any Confidential Information disclosed to the Bidder in connection with the Licensing Rounds remains confidential and is not used by the Bidder or any other member of its Group for any purpose other than the Permitted Purpose.

(D) The Commission has agreed to give the Bidder access to the Confidential Information in accordance with the terms and conditions outlined hereunder.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement and any words used in this agreement (including the Recitals) and not defined below shall carry the meanings and definitions given to them in the PIA, the Regulations or the Guidelines.

Blocks: means the acreage for which a petroleum prospecting licence will be issued by the Minister**.**

Business Day: a day other than a Saturday, Sunday or public holiday in Nigeria, England and the United States when banks in Abuja, Lagos, London and New York are open for business.

Confidential Information: has the meaning given in Clause 2.

Copies: copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing, recording or recalling information which contains, reflects or is derived or generated from, any Confidential Information.

Data Providers: NDR and a Multiclient Company(ies) and each a **"Data Provider".**

Data Room: has the meaning given to it in Recital (B)**.**

Group: in relation to a Bidder, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

Guidelines: the Nigeria 2026 Licensing Round Guidelines.

Multiclient Company: A speculative survey company that carries out geological and geophysical data acquisition for purpose of data sales.

NDR: the Nigerian National Data Repository.

PIA: the Petroleum Industry Act 2021.

Licensing Rounds: has the meaning given to it in Recital (A).

Permitted Purpose: considering, evaluating, negotiating or advancing the Licensing Round.

Permitted Recipient: any person referred to in 4.1 to whom Confidential Information is disclosed by, or at the request of, the Bidder.

Proposed Transaction: the possible grant of a Petroleum Prospecting Licence to the Bidder in the Licensing Round.

Regulations: means the Petroleum Licensing Round Regulations 2022.

1.2 Clause and paragraph headings do not affect the interpretation of this agreement.

1.3 References to clauses are to the clauses of this agreement.

1.4 A reference to **this agreement** or any other agreement or document referred to in this agreement, is a reference to this agreement or such other agreement or document, in each case as varied from time to time.

1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective successors and permitted assigns, and references to any **party** shall include that party's successors and permitted assigns.

1.7 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 A reference to a **subsidiary** means a subsidiary as defined in section 381 (1) of the Companies and Allied Matters Act 2020.

1.9 Unless otherwise expressly provided in this agreement, a reference to **writing** or **written** excludes fax but not email.

1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made under that legislation or legislative provision.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Confidential Information

2.1 In this agreement, **Confidential Information** means all confidential or proprietary information (however recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, by the Commission, NDR or a Multiclient Company (or any of their respective employees, officers, agents or advisers) to the Bidder (or any member of its Group or their respective employees, officers, agents or advisers) whether before, on or after the date of this agreement, in connection with the Licensing Rounds, including:

(a) the fact that the Commission is considering offering the Blocks, that discussions or negotiations are taking (or have taken) place concerning the Licensing Round (or any details of such negotiations) and any terms (or prospective terms) relating to the Licensing Rounds;

(b) the existence and contents of this agreement;

(c) the existence and contents of the Data Room including assets, hydrocarbon analysis, reservoir engineering, technical, commercial, legal, financial, regulatory or governmental information as well as any information provided for inspection in the Data Room and all other reports, analysis, maps, interpretation, notes, assessments, evaluations, geological, engineering, seismic data, geophysical or other data and documents pertaining in any way whatsoever to the Licensing Rounds;

(d) any findings, data or analysis derived from such information; and

(e) any other information that is identified as being of a confidential or proprietary nature.

but excluding any information referred to in 2.2.

2.2 Information is not Confidential Information if:

(a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Bidder or any other person in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);

(b) the Bidder received the information from a source that is not connected with the Commission or Data Providers and such source was not under any obligation of confidence in respect of that information;

(c) the information was lawfully in the Bidder's possession before it was disclosed by the Commission, the Data Providers (or on their behalf) and the Bidder was not under any obligation of confidence in respect of that information; or

(d) the parties agree in writing that the information is not confidential.

3. Bidder's obligations

3.1 In return for the Commission making Confidential Information available to the Bidder either directly or through the Data Providers or its agents, the Bidder undertakes to the Commission that it shall:

(a) keep the Confidential Information secret and confidential;

(b) not use or exploit the Confidential Information in any way, except for the Permitted Purpose;

(c) not directly or indirectly disclose or otherwise make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, the terms of this agreement;

(d) not make any Copies, except as expressly permitted by, and in accordance with, the terms of this agreement;

(e) not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;

(f) ensure that no person gets access to, or obtains any Confidential Information from, the Bidder or any member of its Group (or their respective officers, employees or agents), except as expressly permitted by, and in accordance with, the terms of this agreement; and

(g) inform the Commission immediately on becoming aware, or suspecting, that Confidential Information has been disclosed to, or otherwise obtained by, an unauthorised third party.

3.2 The Bidder shall only make such Copies as are strictly necessary for the Permitted Purpose and shall:

(a) clearly mark all Copies as confidential;

(b) ensure that all Copies can be separately identified from its own information; and

(c) ensure that all Copies within its control are protected against theft or unauthorised access.

4. Permitted disclosure.

4.1 Provided it complies with its obligations under 4.2, the Bidder may disclose Confidential Information to:

(a) those officers or employees of the Bidder's Group that need to know the relevant Confidential Information for the Permitted Purpose;

(b) the professional advisers or consultants engaged to advise the Bidder in connection with the Licensing Rounds; and

(c) any person whom the Commission agrees in writing may receive the relevant Confidential Information.

4.2 Where Confidential Information is disclosed to a Permitted Recipient, the Bidder shall:

(a) inform the Permitted Recipient of the confidential nature of the Confidential Information before it is disclosed; and

(b) procure that the Permitted Recipient shall, in relation to any Confidential Information disclosed to it, comply with this agreement as if it were the Bidder and, if the Commission so requests, procure that the Permitted Recipient enters into a confidentiality agreement with the Commission on terms equivalent to those contained in this agreement.

4.3 The Bidder shall procure that each member of its Group complies with the Bidder's undertakings and obligations in this agreement as if it were the Bidder and a party to this agreement. The Bidder shall be liable for the actions or omissions of each member of its Group and the Permitted Recipients in relation to Confidential Information as if they were the actions or omissions of the Bidder.

5. Mandatory disclosure

5.1 Subject to the provisions of this clause 5, the Bidder may disclose Confidential Information to the minimum extent required by:

(a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; or

(b) the laws or regulations of any country to which the affairs of the Bidder or any member of its Group are subject.

5.2 Before disclosing any Confidential Information under 5.1, the Bidder shall (to the extent permitted by law) use all reasonable endeavours to:

(a) inform the Commission of the full circumstances of the required disclosure and the Confidential Information that must be disclosed;

(b) take all such steps as may be reasonable and practicable in the circumstances to agree the contents of the required disclosure with the Commission before it is made;

(c) consult with the Commission as to possible steps to avoid or limit the required disclosure and to take those steps where they would not result in significant adverse consequences to the Bidder;

(d) gain assurances as to confidentiality from the body or authority requiring the disclosure; and

(e) where the disclosure is by way of public announcement, agree the wording of such announcement with the Commission before it is made.

5.3 The Bidder shall co-operate with the Commission if the Commission decides to bring any legal or other proceedings to challenge the validity of a requirement to disclose Confidential Information pursuant to 5.1.

5.4 If the Bidder is unable to inform the Commission before Confidential Information is disclosed pursuant to 5.1, the Bidder shall inform the Commission of the full circumstances of the disclosure and the information that has been disclosed immediately after such disclosure has been made.

6. Indemnity

6.1 The Bidder shall indemnify the Commission against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Commission arising out of or in connection with any breach of this agreement by the Bidder, any member of its Group, or a Permitted Recipient.

6.2 If a payment due from the Bidder under 6.1 is subject to tax (whether by way of direct assessment or withholding at its source), the Commission shall be entitled to receive from the Bidder such amount as shall ensure that the net receipt, after tax, of the Commission in respect of the payment is the same as it would have been were the payment not subject to tax.

7. Reservation of rights and Bidder's acknowledgement

7.1 This agreement and the supply of Confidential Information shall not constitute an offer, representation or warranty by the Commission to enter into the Proposed Transaction or any further agreement with the Bidder.

7.2 Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Proposed Transaction, or an obligation on the Commission (or any Data Provider) to disclose any information to the Bidder (whether Confidential Information or otherwise).

7.3 All rights in the Confidential Information are reserved and none of the Confidential Information shall be the property of the Bidder. The disclosure of Confidential Information to the Bidder shall not give it or any other person any licence or other right whatsoever in respect of any Confidential Information beyond the rights expressly set out in this agreement.

7.4 The Bidder acknowledges that the Confidential Information may not be accurate or complete and neither the Commission (nor any Data Provider), nor their respective agents or advisers make any warranty or

representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

8. Rights and remedies

8.1 Without prejudice to any other rights or remedies that the Commission may have, the Bidder acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Bidder. Accordingly, the Commission shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

8.2 The Bidder agrees and acknowledges that a Data Provider shall be entitled to rely on this indemnity clause and claim directly from the Bidder in respect of any damages suffered by that Data Provider for any breach of this agreement by the Bidder.

8.3 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9. Duration

9.1 This agreement shall terminate upon the earlier of:

(a) completion of the Licensing Rounds; and

(b) 2 years from the date of this agreement.

9.2 The Bidder's obligations under this agreement shall not be affected by any termination of the negotiations or discussions between the Bidder and the Commission in relation to the Licensing Rounds.

9.3 Termination of this agreement shall not affect any accrued rights or remedies to which a party is entitled.

10. Variation and waiver

10.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

10.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11. Costs

The Bidder shall pay its costs and expenses incurred in connection with the Licensing Rounds, including the negotiation, preparation and execution of this agreement and the evaluation and review of the Confidential Information.

12. Notices

12.1 Any notice required to be given under this agreement shall be in writing and shall be sent to each party required to receive the notice by email or courier, to the address of the relevant party set out in the parties' clause.

12.2 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

14. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. Dispute Resolution

15.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall first be referred to senior representatives of the Parties for resolution within fourteen (14) days and, failing resolution, to mediation and, if not resolved by mediation within thirty (30) days, shall, at the request of either of the Parties hereto, be submitted to the Regional Centre for

International Commercial Arbitration, Lagos (the "Centre") and finally resolved by arbitration in accordance with the Arbitration Rules contained in the Schedule to the Arbitration and Mediation Act, 2023, which Rules are deemed to be incorporated by reference into this clause.

15.2 The number of arbitrators shall be three.

15.3 The seat, or legal place, of arbitration shall be Lagos, Nigeria.

15.4 The arbitrators shall give their decision within six (6) months from the commencement date of the arbitration proceedings and shall provide the Parties to the dispute, claim, controversy or difference with a written decision stating the reasons for their decision. The Parties agree that the determination of the Arbitration Tribunal shall be final and binding on all Parties to the dispute, and each Party hereby waives any right to make any and/or all applications to the courts for judicial review on issues of law that arise during arbitration and to appeal or challenge the award to the fullest extent possible and permitted by law or the grounds that the arbitrators made errors of law.

15.5 The Parties agree that any such arbitration award may be entered into and enforced by any Court or judicial order having competent jurisdiction over the Parties or the assets of the Party against whom the arbitration award was given.

16. Governing Law

16.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Nigeria.

IN WITNESS WHEREOF the parties hereto have made and executed this agreement by their respective officers thereto duly authorised on the day, month and year first above written.

SIGNED FOR AND ON BEHALF OF

THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION

BY:

……

ORITSEMEYIWA EYESAN (MRS)

COMMISSION CHIEF EXECUTIVE

CHAIRMAN, NIGERIAN DATA REPOSITORY ADVISORY COUNCIL

In the presence of:

SIGNATURE: ……

NAME: MS. OLAYEMI ADEBOYEJO

DESIGNATION: COMMISSION SECRETARY / LEGAL ADVISER
ADDRESS: 7 SYLVESTER UGOH CRESCENT, JABI, ABUJA, FCT

DATE:

SIGNED FOR AND ON BEHALF OF

Bidder

BY:

……

[•]

In the presence of:

SIGNATURE: ……

NAME: [•]

DESIGNATION: [•]

ADDRESS: [•]

DATE:	[•]

SCHEDULE D: STANDARD LANGUAGE OF BID GUARANTEE:

(Bid Guarantee should be provided using the standard language provided below.)

[*TO BE REPRODUCED ON THE LETTERHEAD OF THE GUARANTOR*]

The Commission Chief Executive
Nigerian Upstream Petroleum Regulatory Commission
7 Sylvester U. Ugoh Crescent
Jabi District
Abuja FCT, Nigeria

Bank Guarantee No._____ Date:

We refer to the Nigeria 2026 Licensing Round Guidelines ("**Guidelines"**) in respect of the Licensing Round for the award of Petroleum Prospecting Licences ("**PPL**") ("**Licensing Round**"). Capitalised terms used herein, but not defined, shall have the meaning assigned to them respectively in the Guidelines.

1. The Guarantor notes that:

    1.1. in response to your invitation to submit Bids in respect of the Licensing Round, [name of Bidder] (the "Bidder") is submitting a Bid which consists of a Technical Bid and a Commercial Bid;

    1.2. if the Commercial Bid of the Bidder is successful and the Bidder is declared the winning Bidder/reserve Bidder, that you intend to award a Block to the Bidder in accordance with the provisions of the Petroleum Industry Act, 2021 (PIA), the Regulations and the Guidelines; and

    1.3. in accordance with the requirement of the Licensing Round Package (which has been made known to the Bidder), it is a condition for participation in the Bid that the Bidder is to procure that an irrevocable bank guarantee (the "Guarantee") in the amount of [●], (the "Sum") which is an amount equivalent to 5% of the signature bonus proposed in the Bidder's Commercial Bid.

2. We, [Name of Bank] (the "Guarantor"), at the request of the Bidder unconditionally and irrevocably guarantee to the Nigerian Upstream Petroleum Regulatory Commission ("Commission") and covenants with

the Commission as a primary obligation of the Guarantor to immediately pay the Sum without protest, reservation or recourse on receipt by us, at the address set out in clause 3 of this Guarantee, of your first demand in writing, accompanied by the signed statement of a duly authorised person on behalf of the Commission, which statement shall be conclusive that one or more of the following events (or such other event which will result in the Bidder's forfeiture of the Bid Guarantee as set out in the Guidelines) has occurred:

2.1. The Bidder withdraws its Bid before the expiration of the Bid Validity Period, or any Extended Bid Validity Period the Bidder has agreed to; or

2.2. The Bidder's Bid is found to contain any false statement or material misrepresentations; or

2.3. The Bidder is found to have committed any corrupt, coercive, fraudulent or obstructive practice, as stated in Paragraphs 13 (iv), (vii) and (x) of the Regulations, or collusion in order to affect the outcome of the Bid process; or

2.4. The Bidder refuses or fails to enter into negotiations with the Commission; or

2.5. The Bidder fails to pay the Signature Bonus as provided in paragraph 19.3(e)(v)of the Guidelines; or

2.6. The Bidder fails to provide a revised Bid Guarantee within the period stated in paragraph 17.9(f) of the Guidelines.

3. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Guarantor and hand-delivered, sent by courier or by registered mail to the Guarantor at the following address, or sent by email to the Guarantor at the email address below:

[insert relevant address].
Email: [insert relevant email address].

4. A notice or demand delivered by hand, by courier or by registered mail shall take effect when the Guarantor acknowledges receipt of it, and a notice or demand sent by email shall take effect when it is sent.

5. The demand made by the Commission shall be conclusive and binding on the Guarantor irrespective of any dispute or difference raised by the Bidder in any suit or proceeding including arbitration proceedings pending before any Court or Tribunal.

6. The Guarantor acknowledges that its liability under this Guarantee shall constitute a primary obligation of the Guarantor, that is irrevocable and shall not be discharged, released or otherwise affected by any delay or grant of time being given to the Bidder or by any other indulgence or concession being granted to the Bidder or by any other act, omission, dealing, matter or thing whatsoever, (including without limitation any amendment of the articles of incorporation or regulations of the Bidder or the Guarantor, any amendments to the Bid, the liquidation, reconstruction or amalgamation of the Bidder or the Guarantor which but for this provision might operate to release or reduce the Guarantor's liabilities under the Guarantee.

7. It shall not be necessary for the Commission to proceed against the Bidder before proceeding against the Guarantor, and the Guarantee shall be enforceable against the Guarantor, notwithstanding any other security which the Commission may have obtained from the Bidder or any other person and which shall, at the time when proceedings are taken against the Guarantor hereunder, be outstanding or unrealised.

8. This Guarantee shall remain valid for one hundred and eighty (180) calendar days after the Commercial Bid Conference (or for such extended period as may be mutually agreed between the Commission and the Bidder), and we shall not cancel our guarantee within the specified period without prejudice to any demand presented under this Guarantee prior to its expiry. If an extension of the Guarantee is required, the extension shall be until a date on or before [●] on receiving notice from the Commission and instruction from the Bidder on whose behalf the Guarantee is issued.

9. The Guarantor shall have no liability in respect of any demand under this Guarantee received after [Date ●] unless the Bidder failed to instruct us to seek to extend the Bid Validity Period in accordance with a request from the Commission to extend the Guarantee served on the Bidder prior to [Date ●].

10. This Guarantee is valid only to the Commission and is not capable of being transferred or assigned, without the prior consent of the Guarantor.

11. The Guarantor declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Guarantor.

12. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.

13. This Guarantee shall be construed and take effect in all respects in accordance with the laws of Nigeria and the courts in Nigeria shall have jurisdiction to entertain any matter concerning this Guarantee.

In witness whereof the Guarantor, through its authorised officer has set its hand and stamp on this…….. day of …….. 2027

Signature

Witness

SCHEDULE E: BENEFICIAL OWNERSHIP DECLARATION FORM

BENEFICIAL OWNERSHIP DECLARATION FORM

NIGERIA 2026 LICENSING ROUND

Made pursuant to section 7(f)(ii) of the Petroleum Industry Act, 2021 and paragraph 21 of the Nigeria 2026 Licensing Round Guidelines

Who completes this form: each Prospective Bidder. In a consortium, each member completes its own form. List every person with significant control (PSC), whether an individual or an entity, direct or indirect. Write "None" where a section does not apply; do not leave it blank. P.O. Box addresses are not accepted.

PART A – THE BIDDER

Name of bidder (as registered)	
Legal form (tick one)	☐ *Private company* ☐ *Public company* ☐ *LLP* ☐ *Trust* ☐ *Other:* _____
Country of registration	
Register and registration (RC) number	
Governing law	
Registered address (building no./name, street, city, state, country)	
Bid reference / block(s) bid for	
Date of submission (DD-MMM-YYYY)	

PART B – PERSONS WITH SIGNIFICANT CONTROL

List every PSC: an individual or entity that holds, directly or indirectly, 5% or more of the shares or voting rights, can appoint or remove a majority of the directors, or otherwise has significant influence or control (see the Notes). Add rows as needed.

	Full name of PSC	**Individual or entity**	**Nationality (individual) / country of registration (entity)**	**Date became a PSC**

PART C – HOW CONTROL IS HELD

One row per PSC listed in Part B. Where an interest is held indirectly, name each intermediate legal owner in the last column, with its registration number, country and the percentage held through it. Where control is exercised through a trust or other arrangement, state the trustee, the settlor and the beneficiaries in the last column or on an attached sheet.

					Appoint / remove majority of directors? (Yes/No)	**Other significant influence or control? (Yes/No; describe)**	**Held through (legal owner, registration no., country, %)**

					Appoint / remove majority of directors? (Yes/No)	**Other significant influence or control? (Yes/No; describe)**	**Held through (legal owner, registration no., country, %)**

PART D – DETAILS OF EACH INDIVIDUAL PSC

Complete one table for each individual listed in Part B. Copy the table for additional individuals.

Individual PSC No. [ ]

Title (Mr, Mrs, Ms, Dr, Chief, Prof, Hon., etc.)	
Surname	
First name	
Other given name(s)	
Other names used, with type (former, alias, birth, translation, nickname)	
Gender	
Date of birth (DD-MMM-YYYY)	
Nationality / nationalities	
Country of residence	

Country / countries of tax residence	
Means of identification (tick one)	☐ *International passport* ☐ *National ID (NIN)* ☐ *Driver's licence* ☐ *Permanent Voter's Card*
Identification number	
Email	
Phone number	
Service address (building no./name, street, city, state, country)	
Home address (not for publication)	☐ *Same as service address, or state in full:*

PART E – DETAILS OF EACH ENTITY PSC OR INTERMEDIATE OWNER

Complete one row for each entity listed in Part B or named as a legal owner in Part C.

Name of entity	Legal form	Country of registration	Register and registration no.	Governing law	Registered address

PART F – DECLARATION AND SIGNATURE

I declare that:

1. the information in this form and its attachments is true, complete and accurate, and discloses every person with significant control over the bidder;
2. the bidder will notify the Commission in writing of any change to this information within [fourteen (14)] days of the change, until the end of the licensing round and, if successful, for the life of any licence or lease awarded; and

3. I understand that failure to complete this form, or the submission of false, misleading, inaccurate or incomplete information, renders the bid invalid and may lead to disqualification, withdrawal of any award, and prosecution and penalties under the Petroleum Industry Act, 2021, in addition to any penalty for perjury.

Name of person signing (designated applicant)	
Capacity (e.g. director, company secretary, authorised agent)	
Address (street, city, local government, state, postal code, country)	
Phone number	
Email	
Accreditation number (where applicable)	
Signature	
Date (DD-MMM-YYYY)	

Attachments (tick when attached):

- ☐ Copy of the means of identification of each individual PSC
- ☐ Certified true copy of the bidder's certificate of incorporation and latest status report (or foreign equivalent)
- ☐ Ownership structure chart showing every level from the bidder to each PSC, with percentages
- ☐ Authority of the designated applicant to sign (board resolution or power of attorney)

Privacy notice: The Commission collects this information under section 7(f)(ii) of the Petroleum Industry Act, 2021, to identify the persons who own and control bidders and licensees. Personal data will be processed in accordance with the Nigeria Data Protection Act, 2023. Home addresses, dates of birth and identification numbers will not be published.

NOTES FOR COMPLETING THIS FORM

1. **Person with significant control (PSC)** means any person who, directly or indirectly: (a) holds at least 5% of the shares or interest in the bidder; (b) holds at least 5% of the voting rights in the bidder; (c) holds the right to appoint or remove a majority of the directors or partners of the bidder; (d) otherwise has the right to exercise, or actually exercises, significant influence or control over the bidder; or (e) has the right to exercise, or actually exercises, significant influence or control over a trust or firm (whether or not a legal entity) which would itself meet any of the tests above if it were an individual.

2. **Indirect holding** means a holding through one or more companies, trusts, nominees or other arrangements. Trace each chain to the individual at the top and show it in Part C and on the structure chart.

3. **Legal owner** means the person registered as holder of the shares or interest through which a PSC's interest is held.

4. **Significant influence or control** means the ability to direct or significantly affect the decisions of the bidder, for example through a shareholders' agreement, veto rights, or a family or nominee arrangement.

5. **Date became a PSC** is the date on which the person first met any of the tests in Note 1.

6. **Dates** are written DD-MMM-YYYY (for example, 30-Jan-2026).

7. **Designated applicant** means the person authorised by the bidder to complete and sign this form on its behalf.

8. **Verification.** The Commission may verify any information in this form at any stage of the round or after award, and may request further documents.

SCHEDULE F: ACCOUNT DETAILS

Revenue Line		Bank Name	Account Name	Account Number	Swift Code
Registration Fees	USD10,000 (Applies to all terrains)	Central Bank of Nigeria – *Intermediary Bank: Standard Chartered Bank, UK* – *SWIFT Code: SCBLGB2L* – *Bank Address:1 Basinghall Avenue, London, EC2V 5DD*	CBN MPR DPR National Data Repository	3000115481	CBNINGLA
Bid Application Fee (per Bid Submission)	USD25,000 (Applies to all terrains)				
NDR Data Purchase					
NDR Physical Data Prying (Not Mandatory)	USD 10,000 per session per block (subject to data availability)				

Signature Bonus		JP Morgan Chase	CBN/ Accountant General FGN	400225220	CHASUS 33/02/100002
CPR	USD 50,000				

SCHEDULE G: PSC TERM SHEET

TERMSHEET APPLICABLE TO THE FISCAL TERMS OF DEEP OFFSHORE PRODUCTION SHARING CONTRACTS FOR THE NIGERIA 2026 LICENSING ROUND

INTRODUCTION

The Nigerian Upstream Petroleum Regulatory Commission (**Commission**) is pleased to provide prospective Bidders to the Nigeria 2026 Licensing Round (**Licensing Round**) with the fiscal terms applicable to the Bid Rounds based on the applicable legislation and regulations, as well as on the intended terms in the Production Sharing Contract. This proposal is intended as a basis for discussions and should not be construed as a contractual offer or a binding commitment by the Commission to award a Petroleum Prospecting Licence (**PPL**). Any award of a PPL by the Commission to a prospective Bidder shall be subject to conditions stipulated in the Guidelines. Notwithstanding the above, the provisions of "Costs and Expenses" in this term sheet shall be immediately binding upon execution of this term sheet. The Commission will not be responsible for any losses or damages that any person suffers or incurs because of reliance on or using this term sheet. This term sheet and its contents are intended for the exclusive use of the Prospective Bidders.

Date	**20 NOVEMBER 2026**	
Abbreviations	The following abbreviations apply:	
	Fees and Rent Regulations	Upstream Petroleum Fees and Rent (Temporary) Regulations (as may be amended, modified or enacted)
	NTA	Nigeria Tax Act, 2025
	NNPC	NNPC Limited
	PIA	Petroleum Industry Act, 2021
	$	United States Dollars
Concessionaire	NNPC	
Contractor	To be determined by the winning Bid	
Fees	As per applicable regulations pursuant to Part I of the Seventh Schedule of the PIA.	

Rents	As per Table 2 (Rent Relating to Duration of Licences and Leases) of Schedule 1 of the Fees and Rent Regulations: a. For a petroleum prospecting licence, other than related to frontier acreages, during the initial exploration period: $ 5000 plus $ 1 per hectare. b. For a petroleum prospecting licence, other than related to frontier acreages, during the optional extension period: $ 10,000 plus $ 2 per hectare. c. For a petroleum prospecting licence, in the frontier acreages, during any period: $ 5,000 plus $ 0.10 per hectare.
Training Contributions	The PSC will provide for a general training obligation in a similar manner as provided in pre-PIA PSCs. However, there will be no specific amounts for training contributions.
Contribution to the Environmental Remediation Fund	As prescribed by the Commission pursuant to section 103 of the PIA and applicable regulations for each licensee and lessee depending on the size of the operations and the perceived environmental risk.
Contributions to the Decommissioning and Abandonment Fund	As prescribed in Section 233 of the PIA and applicable regulations.
Contributions to the Host Communities Development Trust Fund	As prescribed in Section 240 of the PIA and applicable regulations.
Contribution to the Niger Delta Development Commission	As prescribed by legislation.
Customs and Excise Duties	As prescribed by legislation.

Signature Bonus	***This is a bid variable.*** The details are contained in paragraph 16 of the Nigeria 2026 Licensing Round Guidelines. .	
Production Bonuses	As stipulated in paragraph 24 of the Nigeria 2026 Licensing Round Guidelines.	
Royalties	As provided in Part III of the Seventh Schedule of the NTA, the royalty based on production shall be based on production levels per field. For deep offshore the royalty is 5% for the share of the production of an average production per month of 50,000 barrels of oil per day and 7.5% of the share of the production over these levels. The price levels for the royalty by price must be adjusted for inflation by 2% per year with a base year of the year 2022. This means that for a production sharing contract signed in 2026, the royalty by price shall be 0% for a price level below $ 54.12, 5% at a price level of $ 108.24, and 10% over $ 162.36, based on rounding to the nearest cent. As per the Schedule, there is linear interpolation among the price levels.	
Oil Production Sharing	***Cost Oil***	Based on paragraph 14(4) of Part IV of the Seventh Schedule of the PIA, the cost limit shall be 70% of the total oil production.
	Recovery of Costs	Costs are recovered on a fully expensed basis, which means depreciation is not applied to capital expenditure, if recovery shall be subject to a cost limit of 70%.
	Fiscal Items Recoverable as Cost Oil	The Fees, Rents, Contributions to Environmental Remediation Fund, Contributions to Decommissioning and Abandonment Fund, Contributions to the Host Communities Development Trust Fund, Contributions to the Niger

<table>
<tr><td></td><td></td><td>Delta Development Commission, Customs and Excise Duties and Withholding Taxes on Foreign Subcontractors shall be recoverable.</td></tr>
<tr><td></td><td>Fiscal Items Not Recoverable as Cost Oil</td><td>The Signature Bonus, Production Bonuses, Companies Income Tax, Capital Gains Tax, Tertiary Education Trust Fund Tax and Value Added Tax shall not be recoverable and shall be paid directly by the contractor from its revenues.</td></tr>
<tr><td></td><td>Total Profit Oil Amount</td><td>The total profit oil amount shall be the total oil production less the oil royalty and less the cost oil.</td></tr>
<tr><td></td><td>Minimum Profit Oil Percentages to the Government</td><td>The minimum profit oil percentages to the Government shall be as follows:

<table>
<tr><th colspan="4">Profit Oil Split Based on Cumulative Production MMB from Contract Area</th></tr>
<tr><th colspan="2">Million Barrels of Oil (MMB)</th><th>NNPC
%</th><th>Contractor
%</th></tr>
<tr><td>From 0</td><td>Up to 250</td><td>30</td><td>70</td></tr>
<tr><td>Above 250</td><td>Up to 500</td><td>35</td><td>65</td></tr>
<tr><td>Above 500</td><td>Up to 750</td><td>47.5</td><td>52.5</td></tr>
<tr><td>Above 750</td><td>Up to 1,000</td><td>55</td><td>45</td></tr>
<tr><td>Above 1,000</td><td>Up to 2,000</td><td>65</td><td>35</td></tr>
<tr><td colspan="2">Above 2000</td><td colspan="2">Negotiable</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td>Minimum Non-Associated Gas Percentages to the Government</td><td colspan="2">The minimum profit oil percentages to the Government shall be as follows:

<table>
<tr><td colspan="4">Profit Gas Split from Gas and Incidental Condensate based on Cumulative Production TCF From Contract Area</td></tr>
<tr><td colspan="2">TCF</td><td>NNPC
%</td><td>Contractor
%</td></tr>
<tr><td>From 0</td><td>Up to 1</td><td>30</td><td>70</td></tr>
<tr><td>Above 1</td><td>Up to 3</td><td>45</td><td>55</td></tr>
<tr><td>Above 3</td><td>Up to 5</td><td>55</td><td>45</td></tr>
<tr><td>Above 5</td><td>Up to 7</td><td>60</td><td>40</td></tr>
<tr><td>Above 7</td><td>Up to 9</td><td>70</td><td>30</td></tr>
<tr><td colspan="2">Above 9</td><td colspan="2">Negotiable</td></tr>
</table></td></tr>
<tr><td></td><td>Associated Gas Profit Split</td><td colspan="2">The minimum Associated Gas profit split shall be 85% to the Federation and 15% to the contractor.</td></tr>
<tr><td></td><td>Applicable Petroleum for Production Sharing.</td><td colspan="2">The production sharing provisions will only apply to oil, which may include condensates and natural gas liquids produced in the field prior to the measurement point but shall not apply to natural gas.</td></tr>
<tr><td></td><td rowspan="2">Applicable Tax</td><td>Hydrocarbon Tax</td><td>Is applicable to deep offshore as per the NTA.</td></tr>
<tr><td>Companies Income Tax</td><td>The income of the Contractor shall be subject to Companies Income Tax which shall be</td></tr>
</table>

			paid as per the NTA.
		Petroleum Profits Tax	As per the NTA, Petroleum Profits Tax does not apply to new acreage granted under this Licensing Round.
		Capital Gains Tax	The income of the Contractor is subject to this tax per the NTA.
		Tertiary Education Trust Fund Tax	This tax is applicable in Nigeria to all companies and shall be paid as per the NTA.
		Withholding Taxes	The income of foreign subcontractors is subject to withholding tax and shall be paid based on the NTA.
		Value Added Tax	Sales are subject to Value Added Tax, which shall be

<table>
<tr><td></td><td></td><td></td><td>paid based on the NTA.</td></tr>
<tr><td></td><td>Head office Overheads Outside Nigeria-Costs and Expenditure</td><td colspan="2"><table>
<tr><td>First - $ 200 million</td><td>1% of Capex</td></tr>
<tr><td>Next - $ 200 million</td><td>0.75% of Capex</td></tr>
<tr><td>Next - $100 million</td><td>0.5% of Capex</td></tr>
<tr><td>Above - $500 million</td><td>0% of Capex</td></tr>
</table></td></tr>
<tr><td></td><td>Incentives</td><td colspan="2">Shall be as prescribed in applicable laws.</td></tr>
<tr><td>Fiscal Stability</td><td colspan="3">The Template of the Production Sharing Contract shall implement the provisions of Sections 305 of the PIA and 88 of the NTA with respect to fiscal stability.

This means there will be no fiscal stability with respect to fees, rents, contributions to the environmental remediation fund, contributions to the Niger Delta Development Commission, companies income tax, capital gains tax, customs and excise duties, tertiary education trust fund tax, withholding taxes, value added taxes or any future taxes of the character described as not subject to stability in Sections 305 of the PIA and 88 of the NTA.</td></tr>
<tr><td>Gas Provisions</td><td colspan="3">NNPC is vested with the rights to natural gas. In case of the discovery of a gas field, NNPC shall be entitled to enter a Gas Development Contract with the contractor or other third party for the development of the gas, subject to the provisions of existing laws and the preservation of the economic interest of the Contractor.</td></tr>
<tr><td>Interest on Loan</td><td colspan="3">Interest, fees and other financing charges on any loan or other funding obtained by the Contractor for Petroleum Operations, including funding from an Affiliate, shall not be recoverable as Cost Oil. The Contractor’s return on the capital it employs shall be derived solely from its share of Profit Oil.</td></tr>
</table>

Cost and Expenses	The prospective Bidder shall pay its own costs incurred in connection with the preparation and negotiation of the Production Sharing Contract.

SCHEDULE H: STANDARD LANGUAGE OF POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on the [●] day of [●] 20[●]

BY:

1. [NAME OF LEAD MEMBER], a company incorporated under the laws of [●] (RC [●]), whose registered office is at [●] (the "**Lead Member**"); and
2. [NAME OF MEMBER], a company incorporated under the laws of [●] (RC [●]), whose registered office is at [●];

[add further members as required]

(together, the "**Members**" and each a "**Member**").

WHEREAS:

A. The Members have formed a consortium (the "**Consortium**") under a Consortium Agreement dated [●] (the "**Consortium Agreement**") to bid for [Block ●/PPL ●] (the "**Block**") in the Nigeria 2026 Licensing Round (the "**Licensing Round**") conducted by the Nigerian Upstream Petroleum Regulatory Commission (the "**Commission**").

B. Under paragraph 6.3(c) of the Nigeria 2026 Licensing Round Guidelines (the "**Guidelines**"), the Consortium must appoint a representative from the Lead Member, as identified in the Consortium Agreement, and the Members must grant that representative a power of attorney to represent them in respect of the Bid.

NOW THIS POWER OF ATTORNEY WITNESSES as follows:

1. **Appointment**

The Members jointly and severally appoint [FULL NAME OF REPRESENTATIVE], [designation] of the Lead Member (the "**Representative**"), as their true and lawful attorney and authorised representative in respect of the Bid of the Consortium for the Block in the Licensing Round.

2. **Authority**

The Representative is authorised, for and on behalf of the Members, to:

(a) sign and submit the Bid of the Consortium, including the Technical Bid and the Commercial Bid, and any document required by the Guidelines;

(b) correspond and deal with the Commission on all matters relating to the Bid, and receive any notice or communication from the Commission;

(c) attend and represent the Consortium at the Commercial Bid Conference and any other meeting held by the Commission in the Licensing Round;

(d) respond to any request for clarification from the Commission;

(e) agree to any extension of the Bid Validity Period and procure any corresponding extension of the Bid Guarantee;

(f) negotiate with the Commission and sign any document relating to the conditions of offer and the award of the Block; and

(g) do all such other acts as may be necessary or incidental to the matters in this Clause 2.

3. **Binding effect**

Each Member agrees that every act done and document signed by the Representative under this Power of Attorney binds the Members as if done or signed by each of them. The Members ratify and confirm, and undertake to ratify and confirm, all such acts.

4. **Reliance by the Commission**

The Commission may rely on any act of, or document signed by, the Representative under this Power of Attorney without enquiring further into the Representative's authority.

5. **Duration and revocation**

This Power of Attorney remains in force until the conclusion of the Licensing Round in respect of the Block. The Members may revoke it or replace the Representative with another representative from the Lead Member, only by joint written notice to the Commission. A revocation takes effect when the Commission receives the notice and does not affect anything done by the Representative before then.

6. **Governing law**

This Power of Attorney is governed by the laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF the Members have executed this Power of Attorney on the date first written above.

Executed by [NAME OF LEAD MEMBER]

SCHEDULE I: STANDARD LANGUAGE OF WORK PROGRAMME COMMITMENT PERFORMANCE SECURITY

To: The Commission Chief Executive

Nigerian Upstream Petroleum Regulatory Commission

#7, Sylvester Ugoh Crescent, Jabi, Abuja.

Attention: Executive Commissioner, Economic Regulation & Strategic Planning

Executive Commissioner, Exploration & Acreage Management

Date: [●],**2027**

Dear Sir,

PETROLEUM PROSPECTING LICENCE [●] **– PERFORMANCE BOND**

WHEREAS, we, [NAME OF FINANCIAL INSTITUTION] of [●] have been informed by [NAME OF COMPANY] of [●] (hereinafter called "[●]**"**) that:

(A) By a Concession Contract dated [●] between **Nigerian Upstream Petroleum Regulatory Commission** of 7, Sylvester Ugoh Crescent, Jabi, Abuja (referred to as the "**Commission**") and [**NAME OF COMPANY]**, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. [●], whose registered address is at [●] (referred to as [**Holder**]**),** (in relation to the development of Petroleum Prospecting Licence [●]**,** (the "**Contract**"), the Holder will have an obligation to execute a minimum work programme under the Contract which is to [●] (the "**Minimum Work Programme**").

(B) Pursuant to the terms of the Contract, the Holder is obliged and has agreed to deliver to the Commission, a performance bond in the form of this Performance Bond for the sum of **US$**[●] only (the "**Bond Amount**") to cover the performance of the Minimum Work Programme.

(C) Upon [NAME OF COMPANY]'s request, we, [NAME OF FINANCIAL INSTITUTION] have agreed to issue the performance bond on behalf of the Holder.

1. Now, in consideration of the Minimum Work Programme, we [●] of [●] (hereinafter called "**Guarantor**") at the request of [●] hereby irrevocably and unconditionally undertake to pay, as primary obligor to the Commission, an amount not exceeding the sum of **US$**[●] only within ninety (90) days of receipt of its demand in writing accompanied with

proof confirming that the Holder has failed and/or refused to perform the Minimum Work Programme ("**Performance Bond**").

2. **PROVIDED HOWEVER THAT** our liability shall be reduced in proportion to the extent of work done by the Holder towards the performance of the Minimum Work Programme. The extent of the work done shall be confirmed by the Guarantor upon the presentation of a Certificate of Completion or any document in writing evidencing the Holder's performance by the Commission.
3. This Performance Bond shall become effective from the Effective Date of the Contract, being the date of issuance of Petroleum Prospecting Licence [●], and shall remain in force for a period not exceeding **Sixty (60) months** but not later than [●] or on completion of the Minimum Work Programme, whichever is earlier.
4. This Performance Bond shall be automatically cancelled upon the full discharge of the Holder's obligation under the Contract to perform the Minimum Work Programme or on the [●] day of [●] ("**Expiry date**"), whichever is earlier. Thereafter, the Guarantor's liabilities herein shall become null and void irrespective of whether or not the original instrument is returned to the Guarantor for cancellation.
5. Any demand to be made hereunder, in the event of default by the Holder must be received in writing within the validity period of this Performance Bond at the Guarantor's office address stated in Paragraph 1 of this Performance Bond.
6. The demand shall be in the form set out in Annexure A to this Performance Bond and shall state that:
    a. the Holder is in breach of its obligations under the Contract to perform the Minimum Work Programme;
    b. the Holder has been notified of its breach of its obligations under the Contract;
    c. as a result of such breach, the amount claimed is due to you; and
    d. the amount claimed.
7. We shall accept such demand as conclusive evidence, for the purpose of this Performance Bond alone, that the amount claimed is due to the Commission under this Bond.
8. Save as indicated above, the Guarantor shall have no liability to the Commission or other third parties for any loss or damage of any nature whatsoever arising from any breach of any express or implied warranty or condition of Contract or any negligence, breach of statutory or other

duty on the part of the Holder or in any other way arising out of or in connection with performance or failure to perform the Contract.

9. This Performance Bond shall only cover the liability of the Holder to fulfil the obligation under the Contract to perform the Minimum Work Programme up to the Bond Amount and shall not extend to cover any other sum(s) payable by the Holder to the Commission or any subsequent transactions or agreement between the Holder and the Commission.

10. This Performance Bond is not a continuing security and is limited to the Holder's failure to perform its obligations in line with the terms of the Contract, and shall not extend to cover any interest, charges, losses, damages, expenses, taxes or other liabilities of any nature whatsoever that may arise in respect of the Contract.

11. If at any time one or more of the provisions of this Performance Bond is or becomes illegal, invalid, or otherwise unenforceable in any respect, such provision or provisions will be ineffective to the extent only of such illegality, invalidity or unenforceability and such illegality, invalidity or unenforceability will not invalidate any other provision of this Performance Bond.

12. This Performance Bond is not transferable or assignable.

13. This Performance Bond shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

EXECUTIVE DIRECTOR **SECRETARY**

....

ANNEXURE A - FORM OF DEMAND

TO: [NAME OF FINANCIAL INSTITUTION]

Re: [INSERT DETAILS OF BOND]

Dear [NAME OF ADDRESSEE(S)],

1. We refer to the bond, particulars of which are set out above (**Performance Bond**). Capitalised terms used, but not defined, in this demand are defined in the Bond.
2. The HOLDER has failed to fulfil its obligations under the Contract in accordance with its terms and conditions in the following respects:

   [INSERT BRIEF DETAILS OF THE BREACH]

3. As a result of such failure, the sum due to us is $[INSERT BOND AMOUNT].

   We hereby demand payment from you of the said sum of $[INSERT BOND AMOUNT] under the terms of this Bond representing the amount due to us in respect of the HOLDER's failure to fulfil its obligations under the Contract.

4. The sum demanded does not exceed the Bond Amount set out in paragraph 1 of the Performance Bond, and this demand has been issued before the Expiry Date.

Payment of the above sum should be made to the following account:

[INSERT ACCOUNT DETAILS]

SIGNED .....

For and on behalf of:

THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION

By:

.....

ORITSEMEYIWA EYESAN (MRS)

COMMISSION'S CHIEF EXECUTIVE

In the presence of:

.....

OLAYEMI ADEBOYEJO

COMMISSION SECRETARY AND LEGAL ADVISER