



[NON-]EXCLUSIVE LICENCE NO. 20[...]/[...]
FOR EXPLOITATION OF [ICE AND/OR WATER] [AT/IN]
[AREA]

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[NON-]EXCLUSIVE LICENCE FOR EXPLOITATION OF [ICE AND/OR WATER]

This licence is granted on the basis of the provisions of the Ice and Water Act (in Danish: *is- og vandloven*) and provisions set out under the Act as well as on the terms set in this licence.

This licence is granted to the following licensee:

[name of company],

a [public limited liability company]/[private limited liability company] duly organised and existing under the applicable laws of Greenland and whose registered office is located in Greenland, whose company registration number (CVR-number) is [...] and whose registered office is situated at [address].

[This licence is granted to the licensee which is composed of the following companies, jointly, with the stated percentage shares:

[name of company],

a [public limited liability company]/[private limited liability company] duly organised and existing under the applicable laws of Greenland and whose registered office is located in Greenland, whose company registration number (CVR-number) is [...] and whose registered office is situated at [address].

Percentage share of this licence: [...]%

and

[name of company],

a [public limited liability company]/[private limited liability company] duly organised and existing under the applicable laws of Greenland and whose registered office is located in Greenland, whose company registration number (CVR-number) is [...] and whose registered office is situated at [address].

Percentage share of this licence: [...] %]

Article 1 Definitions

101. For the purpose of this Licence, the following terms and expressions shall have the following meanings, unless otherwise stated or apparent from the context:

- (a) "Closure Plan" means a plan for the closure of the activities under this Licence, see Article 14.
- (b) "Exploitation Period" means the period from the Greenland Government's approval of the Exploitation Plan and the Closure Plan until termination or lapse of this Licence.
- (c) "Exploitation Plan" means a plan for all exploitation activities under this Licence, see Article 13.
- (d) "Exploitation Resource" means the ice resource and/or water resource comprised by this Licence under Article 3-Article 5.
- (e) "Greenland Government" means the Government of Greenland.
- (f) "Ice and Water Act" means the Greenland Parliament Act No. 11 of 27 November 2018 on commercial exploitation of ice and water with any subsequent amendments and subsequent acts replacing the said Act.
- (g) "Licence" means this exploitation licence and its appendices.
- (h) "Licence Area" means the licence area comprised by this Licence, see Article 5.
- (i) "Licence Period" means the period from entering into force of this Licence until termination or lapse of this Licence.
- (j) "Licensee" means the licensee under this Licence, see page 3.
- (k) "Licensee Company" means the company which is the Licensee under this Licence if 1 company is the Licensee, and 1 of the companies which as a group (jointly) are the Licensee under this Licence if two or more companies jointly (together) are the Licensee.

Article 2 Licensee

201. The Licensee shall fulfil the requirements for a licensee under the Ice and Water Act at the granting of this Licence and in the entire Licence Period.
202. The Licensee shall also fulfil all of the following requirements at the granting of this Licence and in the entire Licence Period:
- (a) The Licensee shall be a public limited company (in Danish: *aktieselskab*) or a private limited liability company (in Danish: *anpartsselskab*) with its registered office located in Greenland.
 - (b) The Licensee shall have full disposal of its assets and shall not be in default of payment, in bankruptcy or in a similar situation.
 - (c) The Licensee shall have the necessary technical and professional ability (expertise) and economic and financial ability (financial capacity) for performing the exploitation activities and other activities under this Licence.
203. The required technical and professional ability (expertise) under section 202(c) also comprises the requirement for and documentation showing that neither the Licensee nor any person being part of the Licensee's management team, including its executive board and board of directors, and technical management team have in a final judgment been held to violate, or accepted a fine for violating, a provision of the Criminal Code for Greenland (Consolidated Act No. 1045 of 7 September 2017), Part 8 on terrorism etc., section 38 on bribery, section 57 on false statement, section 61 on forgery, section 67 on supply interruptions, including in particular water supply attacks, section 68 on illegal contact with radioactive substances or sections 104-105 on fraud and data fraud. The required technical and professional ability also comprises the requirement for and documentation showing that neither the Licensee nor any of the mentioned person have in a final judgment been held to violate, or accepted a fine for violating, a corresponding provision of the laws of other relevant countries. In particular, such other relevant countries comprise other countries in which the Licensee operates or have operated and the home countries of the mentioned persons and other countries in which the said persons or companies, which they own, manage or are employed with, operate or have operated. The Licensee must submit documentation for the mentioned matters regarding the Licensee and the mentioned

persons if the Greenland Government requires it to do so. If two or more Licensee Companies jointly (together) are the Licensee under this Licence, the documentation shall comprise each of the Licensee Companies and each of the mentioned persons in each of the Licensee Companies.

204. The required economic and financial ability (financial capacity) under section 202(c) also comprises the requirement for and documentation showing that the Licensee does not have unpaid debt due on DKK 100,000 or more owed to public authorities in Greenland regarding taxes, indirect taxes, payment under licences or social insurance contributions under legislation and licence terms thereon in Greenland. Payment under licences comprises among others of the payment of royalties under section 1101. The Licensee must submit a declaration about the mentioned matters issued by the Greenland Government or 1 or more departments under the Greenland Government, if the Greenland Government requires the Licensee to do so. If it is not possible to obtain such declaration from the Government of Greenland, the Licensee must submit a declaration prepared by the Licensee about the abovementioned matters. The declaration shall be issued and signed by 1 or more persons being part of the Licensee's management team, including its executive board and board of directors, who individually or collectively are entitled to issue and sign the declaration for and with binding effect for the Licensee (are authorised signatories). If two or more Licensee Companies jointly (together) are the Licensee under this Licence, the documentation shall comprise each of the Licensee Companies.

205. Two or more companies acting as a group of companies may jointly (together) be the Licensee under this Licence. All the Licensee Companies are then jointly and several liable for the fulfilment of any obligation under the Licence and Ice and Water Act etc. See also Article 16. Each such Licensee Company must then meet all of the requirements set under section 202(a) and 202(b). In addition, each Licensee Company or the group of Licensee Company must jointly (collectively) meet the qualification requirements set under section 202(a).

Article 3 Exploitation activities under this Licence

[Section 301, 302 or 303 is to be included in the final Licence.]

301. This Licence comprises exploitation of ice and water for the purpose of sale thereof in Greenland and for export.
302. This Licence comprises exploitation of ice for the purpose of sale thereof in Greenland and for export.
303. This Licence comprises exploitation of water for the purpose of sale thereof in Greenland and for export.

Article 4 Rights under this Licence

[Section 401, 402, 403, 404 or 405 is to be included in the final Licence.]

401. This Licence is [non-]exclusive for the Licence Area delineated in Appendix 1 and shown on the map in Appendix 2.

[Section 401 is to be used if the Licence is granted as an exclusive Licence or non-exclusive Licence for the entire Licence Area. The Licence Area may be an onshore area, an offshore area or a combination thereof.]

402. This Licence is [non-]exclusive for onshore areas and [non-]exclusive for offshore areas in the Licence Area delineated in Appendix 1 and shown on the map in Appendix 2.

[Section 402 is to be used if the Licence is granted for a Licence Area which includes onshore areas as well as offshore areas and if the Licence is granted as an exclusive Licence for one area and as a non-exclusive Licence for the other area.]

403. This Licence is [non-]exclusive for the specific [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)] in the Licence Area as specified in Appendix 3.

[See examples of specific ice resources and/or water resources in Appendix 3.]

404. This Licence is [non-]exclusive for the maximum exploitation volume stated under Article 7 for [onshore areas/offshore areas].

[The maximum exploitation volume is stated in Article 7. For example, Article 7 may provide that the Licensee shall not exploit more than 10,000 kilogrammes of ice or 10,000 litres of water in each calendar year in the Exploitation Period.]

405. This Licence is [non-]exclusive for the maximum exploitation volume stated under Article 7 from the specific [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)] in the Licence Area as specified in Appendix 3.

[See examples of specific ice resources and/or water resources in Appendix 3.]

[The maximum exploitation volume is stated under Article 7. For example, Article 7 may provide that the Licensee may not exploit more than 10,000 kilogrammes of ice or 10,000 litres of water in each calendar year in the Exploitation Period.]

Article 5 Licence Area

[Sections 501, 502 and 507 are to be included in the final Licence. Moreover, either section 503, 504 or 505 is to be included in the Licence. If the Licence is an exclusive Licence for one or more specific ice resource(s) and/or water resource(s) in the Licence Area (see sections 403 and 405), section 506 is to be included in the Licence as well. If section 506 is included in the Licence, Appendix 3 is to be included as well. If section 506 is not included in the Licence, Appendix 3 is not to be included in the Licence.

501. This Licence comprises a geographical licence area delineated by connecting the corner coordinates by latitudes and longitudes in the order stated in Appendix 1 (Licence Area). All latitudes and longitudes are stated with reference to the geodetic system stated in Appendix 1. A map of the Licence Area is enclosed in Appendix 2.

502. In case of any inconsistency between the corner coordinates stated in Appendix 1 and the map of the Licence Area in Appendix 2, the corner coordinates stated in Appendix 1 shall take precedence over the map of the Licence Area.

503. This Licence comprises onshore areas only. This Licence does not comprise offshore areas, even if offshore areas may be comprised by the areas delineated by the corner coordinates in Appendix 1 to this Licence or are shown as the Licence Area on the map of the Licence Area in Appendix 2 to this Licence. The boundary between the Licence Area and the adjoining offshore areas follows the mean sea level.

504. This Licence comprised offshore areas only. This Licence does not comprise onshore areas, even if onshore areas may be comprised by the areas delineated by the corner

coordinates in Appendix 1 to this Licence or are shown as the Licence Area on the map of the Licence Area in Appendix 2 to this Licence. The boundary between the Licence Area and the adjoining onshore areas follows the mean sea level.

505. This Licence comprises onshore areas and offshore areas. The boundary between onshore areas and offshore areas follows the mean sea level.
506. Within the Licence Area, the Licensee may only exploit the Exploitation Resources from the specific [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)] specified in Appendix 3.
507. The Licensee may relinquish parts of the Licence Area, provided that the Licensee has carried out proper clean-up and repair of any damage in the Licence Area under Article 14, fulfilled all obligations in relation to the Licence Area, and that this has been approved by the Greenland Government. The relinquishment of a part of the Licence Area is subject to the approval of the Greenland Government in order to be effective.

Article 6 Licence Period

601. This Licence is valid from the date it is signed by the Greenland Government until [state day, month and year of the end of this Licence, but not later than 20 years from the entering into force of this Licence].
602. This Licence shall lapse without notice if the Licensee has not commenced exploitation of the Exploitation Resource no later than [state day, month and year for commencement of exploitation of the Exploitation Resource, but not later than 5 years from the entering into force of this Licence]. Sections 2302-2305 shall apply correspondingly in relation to such possible lapse of this Licence. Among other matters, it may therefore follow from section 2302 or section 2303 that this Licence shall not lapse if the Licensee has not commenced exploitation of the Exploitation Resource due to circumstances comprised by section 2302 or section 2303.
603. The Greenland Government may extend the Licence Period specified in section 601 on specific terms. An application from the Licensee for extension of the Licence Period shall be sent to the Greenland Government no later than 12 months prior to the expiry of the

Licence Period. The Greenland Government may set new and changed terms in relation to an extension of the Licence Period. If an application for extension of the Licence Period is sent to the Greenland Government less than 12 months prior to the expiry of the Licence Period, the Greenland Government may in special circumstances (special cases) decide to extend the Licence Period specified in section 601 subject to specific terms.

[The Greenland Government may set specific terms regarding extension of the Licence Period and matters in relation thereto. The Greenland Government may also set specific terms on other matters.]

Article 7 Maximum exploitation volume

701. The Licensee may not exploit more than [[...] kilogrammes of ice] / [[...] litres of water]] in each calendar year in the Exploitation Period, however see sections 702 and 703. The said exploitation volume has, among other matters, been determined on the basis of the application for the granting of this Licence.

702. However, in the first calendar year of the Exploitation Period, the allowed maximum exploitation volume under section 701 shall be a proportionate part of the allowed maximum annual exploitation volume corresponding to the proportionate part of the days comprised by the Exploitation Period in the first calendar year in relation to the total number of days in the calendar year.

703. However, in the last calendar year of the Exploitation Period, the allowed maximum exploitation volume under section 701 shall be a proportionate part of the allowed maximum annual exploitation volume corresponding to the proportionate part of the days comprised by the Exploitation Period in the last calendar year in relation to the total number of days in the calendar year.

704. If the Licensee would like to exploit a larger amount of the Exploitation Resource than the maximum exploitation volume stated under sections 701-703, the Licensee shall apply for the Greenland Government's approval thereof. No later than 3 months after its receipt of an application to that effect from the Licensee, the Greenland Government shall inform the Licensee whether the Greenland Government approves the larger exploitation volume applied for or a part thereof. The Greenland Government's decision in relation thereto shall

be based on a concrete assessment of all relevant matters in each case, including the volume of the Exploitation Resource and other parties' rights regarding the Exploitation Resource. The Greenland Government may set terms for such approval.

Article 8 Minimum exploitation volume

801. The Licensee shall exploit at least [[...] kilogrammes of ice] / [[...] litres of water]] in each calendar year in the Exploitation Period, but see sections 802 and 803. The said exploitation volume has, among other matters, been determined on the basis of the application for the granting of this Licence.
802. However, in the first calendar year of the Exploitation Period, the minimum exploitation volume under section 801 is a proportionate part of the minimum annual exploitation volume corresponding to the proportionate part of the days comprised by the Exploitation Period in the first calendar year in relation to the total number of days in the calendar year.
803. However, in the last calendar year of the Exploitation Period, the minimum exploitation volume under section 801 is a proportionate part of the minimum annual exploitation volume corresponding to the proportionate part of the days comprised by the Exploitation Period in the last calendar year in relation to the total number of days in the calendar year.
804. If the Licensee would like to exploit less than the minimum exploitation volume under sections 801-803, the Licensee shall apply for the Greenland Government's approval thereof. No later than 3 months after its receipt of an application to that effect from the Licensee, the Greenland Government shall inform the Licensee whether the Greenland Government approves the lower exploitation volume applied for. The Greenland Government's decision in relation thereto shall be based on a concrete assessment of all relevant matters in each case, including the volume of the Exploitation Resource which the Licensee is likely to exploit for the remaining part of the Exploitation Period. The Greenland Government may set terms for such approval.

Article 9 Relation to local utility of water to local consumers

901. Local utility companies' supply of water to local consumers shall take priority over the Licensee's exploitation of [ice and/or water] under this Licence.

Article 10 The Greenland Government's obligations and liability regarding the Exploitation Resource

1001. The Greenland Government shall not have any obligations or liability for any damage or loss or any other responsibility regarding the Exploitation Resource or its existence, volume, exploitation or potential exploitation by the Licensee or other parties. For example, this shall apply if an exploitation licence has been granted or is granted under the Ice and Water Act to 1 or more licensees for the same licence area or the same resource, and the Licensee under this Licence is not able to fully exploit the Exploitation Resource specified in Article 3-Article 5. For example, this shall also apply if local utility companies' supply of water to local consumers results in the Licensee not being able to fully exploit the Exploitation Resource specified in Article 3-Article 5.

Article 11 Payment of royalties and fees and reimbursement of administrative costs and expenses

1101. The Licensee shall pay a fixed royalty to the Greenland Government. The royalty is fixed at DKK 0.04 for each [kilogramme of ice/litre of water] being exploited.

1102. The Licensee shall not be exempted from paying any royalty in a specific period after the granting of this Licence under section 25(2) of the Ice and Water Act. Furthermore, the Licensee shall not request the Greenland Government for any exemptions from the Licensee's obligation to pay royalty in a specific period after the granting of this Licence.

1103. The Licensee shall reimburse the Greenland Government for all costs and expenses incurred by the Greenland Government in relation to case processing and other administrative work regarding the Licensee, this Licence and the Licensee's activities under this Licence.

1104. The Licensee shall pay all royalties and fees and reimburse the Greenland Government for all costs and expenses incurred by the Greenland Government in relation to case processing and other administrative work in accordance with the provisions thereon in force at any time. The applicable provisions at the time of the granting of this Licence are set in Executive Order No. [...] of 4 January 2019 issued by the Greenland Government on case processing and other administrative work relating to activities comprised by the Ice

and Water Act and on reimbursement of costs and expenses incurred by the Greenland Government in relation to case processing and other administrative work under the Ice and Water Act.

1105. The royalties and fees stated in section 1104 shall be adjusted once every year with effect from 1 January on the basis of the changes in the Greenland consumer price index.
1106. Subject to sections [1101 and 1102] / [1101-1104], the Greenland Government may set other terms on payment of royalties and fees and reimbursement of costs and expenses incurred by the Greenland Government in relation to case processing and other administrative work, including terms on payment time limits and on interest on overdue payments, in the Greenland Government's approval of the Licensee's Exploitation Plan and Closure Plan and/or in a decision in that respect.

Article 12 Third-party activities in the Licence Area

1201. The Licensee shall respect all existing rights in the Licence Area. This Licence shall not entail any restrictions in the right of third parties to perform lawful activities in the Licence Area, including the activities mentioned in section 1202.
1202. Within the Licence Area, other parties than the Licensee may be granted the following licences and approvals and may perform the following activities etc.:
- (a) Other parties may be granted and perform activities under licences for exploitation of ice resources and/or water resources for the supply to local consumers in inhabited areas.
 - (b) Other parties may be granted and perform activities under licences for or approvals of exploitation of ice resources and/or water resources for own consumption.
 - (c) Other parties may be granted and perform activities under licences for commercial exploitation of ice resources and/or water resources granted under the Ice and Water Act, to the extent this does not conflict with the Licensee's rights under this Licence.
 - (d) Other parties may be granted and perform activities under licences for prospecting, exploration and exploitation of mineral resources under the Mineral Resources Act, to

the extent that the performance of such activities and the granting of such licences do not preclude, restrict or otherwise affect the exploitation of the Exploitation Resource under this Licence.

- (e) Other parties may be granted and perform activities under licences for or approvals of construction and operation of pipelines, installations and infrastructure etc. for the purpose of performing activities under the Ice and Water Act or the Mineral Resources Act.
- (f) Other parties may perform tourism activities without tourism concessions and be granted and perform tourism activities under tourism concessions granted under relevant legislation.
- (g) The Greenland Self-Government may carry out scientific and practical surveys of a general and cartographic nature regarding hydrological and glaciological matters.

1203. The Licensee may not make any changes to any matters which may affect the exploitation potentials of the Licence Area or other resources outside the Licence Area, including by increasing or reducing water flows, lowering water levels or changing matters in relation to artesian wells or springs etc.

1204. If an exploitation licence has been granted or is granted under the Ice and Water Act to 1 or more other licensees for the same licence area or the same resource, and the exploitable volume of ice and/or water is lesser than the licensees combined (aggregate) total need, the Licensee under this Licence and the other licensees shall agree on a pro rata allocation of the exploitable volume of ice and/or water between the Licensee under this License and the other licensees. The pro rata allocation shall be based on the exploitation volumes set in the individual exploitation licenses if any such volumes are set in individual exploitation licenses.

Article 13 Exploitation Plan

1301. No later than [day] [month] [year], the Licensee shall prepare an Exploitation Plan for all exploitation activities under this Licence and submit it to the Greenland Government for its approval.

1302. Activities under this Licence may not commence before the Greenland Government has approved the Exploitation Plan.
1303. In relation to the application for the approval of the Exploitation Plan, the Licensee shall provide and submit to the Greenland Government any documents and information which the Greenland Government considers relevant. The documents and the information shall contain all relevant plans for the activities, including plans for plants, development, production and transport. Furthermore, the Licensee shall provide and submit all of the following documents and information:
- (a) An assessment of the environmental matters regarding the planned activities.
 - (b) An assessment of the employment matters regarding the planned activities.
 - (c) Documentation of the quality of the products to be sold, when the products are to be sold to end-users, and how the Licensee will ensure the quality of the products.
 - (d) A statement of the Licensee's financial capacity, including the Licensee's prospect of making a profit, and the Licensee's financial soundness and liquidity in relation to the exploitation activities.
1304. The Licensee shall update and amend the Exploitation Plan to any relevant extent in relation to substantial changes in the exploitation activities or related activities or other matters of importance to the Exploitation Plan or its implementation, including, for example, environmental, social or financial matters. Furthermore, the Licensee shall update and amend the Exploitation Plan to any relevant extent in relation to any changes to this Licence or the Greenland Government's approval of the Exploitation Plan and the Closure Plan. Any update and amendment of the Exploitation Plan is subject to the Greenland Government's approval.
1305. In relation to its approval of the Exploitation Plan, the Greenland Government may set further and specific terms on technical, safety, environmental, area, resource and quality matters as well as regarding the provision of financial security to ensure fulfilment of the Licensee's obligations under this Licence and the Exploitation Plan.

Article 14 Continuous clean-up etc. and Closure Plan

1401. The Licensee shall continuously carry out clean-up after the activities performed under this Licence, including continuously rectify damage caused to terrain and vegetation as a result of the Licensee's activities.
1402. No later than [day] [month] [year], the Licensee shall prepare a Closure Plan for the closure of the activities under this Licence and submit the Closure Plan to the Greenland Government for its approval.
1403. Activities under this Licence may not commence before the Greenland Government has approved the Closure Plan.
1404. The Closure Plan shall state the activities to be performed on termination of activities in respect of clean-up and removal of buildings and facilities etc. established under this Licence, including clean-up and removal of anything which may give rise to a risk of pollution or adversely affect the environment, climate or nature or reduce the level of safety or security.
1405. The Closure Plan shall include an assessment or estimate of the costs and expenses and time required for the implementation of the Closure Plan and performance of all activities in relation to the termination or lapse of this Licence.
1406. In relation to its approval of the Closure Plan, the Greenland Government may set specific terms on the Licensee's obligations on termination or lapse of this Licence and the activities under this Licence.
1407. The Licensee shall update and amend the Closure Plan to any relevant extent in relation to substantial changes in the exploitation activities or related activities or other matters of importance to the Closure Plan or its implementation, including, for example, environmental, social or financial matters. Furthermore, the Licensee shall update and amend the Closure Plan to any relevant extent in relation to changes to the Exploitation Plan, the Greenland Government's approval of the Exploitation Plan and the Closure Plan or this Licence. Any update and amendment of the Closure Plan is subject to the Greenland Government's approval.

Article 15 Provision of financial security

1501. The Greenland Government may set terms to the effect that the Licensee shall provide and maintain financial security as determined by and to the satisfaction of the Greenland Government for the Licensee's fulfilment of its obligations under the Ice and Water Act and this Licence, including, among other matters, for costs and expenses incurred in relation to the termination of activities under Article 14 and for royalties, fees and payments under Article 11. The specific terms on the provision of financial security to ensure fulfilment of the Licensee's obligations will be set in the approval of the Exploitation Plan and/or the Closure Plan and/or in a decision in that respect.

Article 16 Joint and several liability

1601. If more than 1 company holds shares in this Licence, such companies shall be jointly and severally liable for the fulfilment of any obligation under the Ice and Water Act, this Licence, approvals granted by the Greenland Government and decisions made by the Greenland Government, including the obligation to pay royalties, fees and make payments etc. under Article 11 and to pay compensation for any damage or loss caused by activities performed under this Licence.

Article 17 Temporary suspension of activities

1701. Any suspension of the activities under this Licence for a period of time with a view to subsequent resumption of the activities is subject to the approval of the Greenland Government in order to ensure, among other matters, that facilities and buildings etc. are maintained while the activities are suspended, and that the Closure Plan can be implemented later if the activities are not resumed. Approval may be granted for up to 2 years at a time.

1702. If the activities have been temporarily suspended under section 1701 for a period of 2 years or if the Licensee does not comply with the terms for the temporary suspension, the Greenland Government may issue a notice ordering the Licensee to initiate the current Closure Plan.

Article 18 Reporting

1801. No later than [day] [month] of each year, the Licensee shall submit a report to the Greenland Government on the activities performed under this Licence and results during the past year.
1802. In relation to its approval of the Exploitation Plan and the Closure Plan, the Greenland Government will set terms on the Licensee's annual reporting and other regular reporting on activities performed and the results thereof etc. In relation thereto, the Greenland Government will, among other matters, set terms on the method, form and language in which the reports shall be prepared and submitted. The Greenland Government may also set such reporting terms in a decision to that effect.
1803. All costs and expenses in relation to the preparation and submission of reports, information and documents shall be borne by the Licensee.

Article 19 Direct taxes and indirect taxes and reporting etc.

1901. It is a condition for the granting and upholding of this Licence and performance of activities under this Licence that the Licensee fulfils and complies with all applicable laws, rules, provisions and terms on reporting of information on and on payment of direct taxes and indirect taxes.
1902. The Licensee shall demonstrate to the Greenland Government that the Licensee has reported information relating to and paid direct taxes and indirect taxes to the tax authorities in accordance with the laws, rules and provisions in force in Greenland at any time. Furthermore, the Licensee shall submit copies of the information relating to direct taxes and indirect taxes which the Licensee has reported to the tax authorities to the ministry of the Greenland Government which is the administrative authority for the area relation to exploitation of ice and water.
1903. If the Licensee fails to fulfil the requirements under sections 1901 and 1902 or fails to pay direct taxes or indirect taxes to the tax authorities, the Greenland Government may order the Licensee to take remedial action within a specified appropriate time limit. If the Licensee has not remedied the failure within the said time limit, the Greenland

Government may order the Licensee to either take remedial action within 14 days or to discontinue activities under this Licence until the failure has been remedied. If the Licensee fails to take remedial action before expiry of the time limit and fails to discontinue activities under this Licence, the Greenland Government may decide to take and complete the actions which are necessary to make the Licensee discontinue the activities under this Licence or otherwise cause the activities to be discontinued at the expense and risk of the Licensee. If such action give rise to a claim for damages from any third party against the Greenland Self-Government, the Licensee shall defend the Greenland Self-Government against the claim and indemnify the Greenland Self-Government against any liability for any damage or loss.

1904. The Licensee shall not be exempted from paying any direct taxes or indirect taxes, including corporate income tax and dividend withholding tax, of the activities performed under this Licence in a specific period after the granting of this Licence under section 25(3) of the Ice and Water Act. Furthermore, the Licensee shall not request the Greenland Government for any exemptions from the Licensee's obligation to pay direct taxes or indirect taxes, including corporate income tax and dividend withholding tax, of the activities performed under this Licence in a specific period after the granting of this Licence under section 25(3) of the Ice and Water Act.

Article 20 Confidentiality

2001. All information and documents prepared, delivered or received by the Greenland Government in relation to the initial discussions regarding the Licensee's submission of the application for the granting of this Licence shall be treated as confidential by the Greenland Government for 3 years from the date when the information or documents were prepared, delivered or received by the Greenland Government. The duty of confidentiality does not comprise any subsequent discussions, including the submission of the application for the granting of this Licence. See section 24(5) of the Ice and Water Act.
2002. Any reporting, including annual reports, all other reports and other information and documents sent to the Greenland Government under the relevant provisions of the Ice and Water Act, this Licence or approvals or decisions regarding this Licence or activities under this Licence shall be treated as confidential by the Greenland Government for 5 years from

the date when the reporting should have been received by the Greenland Government. The reporting also includes, among other matters, information and documents regarding plans for exploitation, activities under this Licence and termination thereof. The duty of confidentiality comprises information, documents, data and samples etc. submitted to the Greenland Government in relation to such reporting.

2003. However, the period of confidentiality under section 2002 terminates no later than the date of termination or lapse of this Licence.

2004. Notwithstanding the provisions of section 2002, the Greenland Government is entitled to the following:

(a) The Greenland Government is entitled to make general statements regarding the Licence Area and activities under this Licence based on the information, documents, data and samples etc. submitted by the Licensee.

(b) The Greenland Government is entitled to use and publish, without any restrictions and conditions, information, documents, data and samples etc. if this is deemed to be of general public importance or interest.

2005. Prior to any publishing under section 2004(b), the Greenland Government will notify the Licensee thereof.

Article 21 Information of local authorities

2101. The Licensee shall inform affected local authorities of matters of importance to such authorities and shall cooperate with the authorities in relevant areas.

Article 22 Transfer of and legal proceedings against this Licence

2201. Any direct, indirect or conditional transfer of this Licence is subject to the approval of the Greenland Government.

2202. For example, a transfer is made if this Licence is transferred by a direct transfer from the Licensee to a new licensee, or if this Licence is transferred by an indirect transfer where the Licensee company is the subject of the transfer. An indirect transfer will, for example,

be any transfer of ownership interests in the Licensee company which will or may have an impact on the controlling interest (in Danish: *bestemmende indflydelse*) in the Licensee company.

2203. This Licence cannot be made the subject of any legal proceedings.

Article 23 Revocation of this Licence and approval of an Exploitation Plan and a Closure Plan

Section 2306 is only to be included in the Licence if the Greenland Government has set terms on a maximum exploitation volume under Article 7. Sections 2307 and 2308 are only to be included if the Greenland Government has set terms on a minimum exploitation volume under Article 8.

2301. The Greenland Government may revoke this Licence and/or its approval of an Exploitation Plan and/or a Closure Plan in the following situations:

- (a) If the Licensee fails to comply with the terms of this Licence or the Greenland Government's approval of the Exploitation Plan and the Closure Plan or provisions set under the Ice and Water Act, or if the Licensee fails to meet specified time limits.
- (b) If a condition for granting and/or upholding this Licence is no longer met or complied with, including the provisions of section 9 of the Ice and Water Act and the condition in section 602 above.
- (c) If the Licensee fraudulently misrepresents facts or information to the Greenland Government.
- (d) If the Licensee enters into liquidation, is declared bankrupt, requests the opening of negotiations for a compulsory composition, initiates restructuring proceedings or is in severe arrears with payments to the Greenland Self-Government.

2302. This Licence shall not be revoked pursuant to section 2301(a) or 2301(b) if the failure, including breach, non-performance or non-compliance, may be remedied and has been remedied by the Licensee within an appropriate time limit set by the Greenland Government. If the failure has not been remedied within the said time limit, this Licence and/or the approval of the Exploitation Plan or Closure Plan may be revoked without further notice.

2303. This Licence or the approval of the Exploitation Plan or the Closure Plan may not be revoked pursuant to section 2301(a) or 2301(b) if the failure, including breach, non-performance or non-compliance, is due to one or more circumstances which are beyond the Licensee's reasonable control and which the Licensee could not reasonably have foreseen and/or reasonably overcome (force majeure). The said only applies for the period in which the Licensee's fulfilment of conditions etc. under this Licence is affected by force majeure, provided that the Licensee continues the work for the purpose of fulfilling the conditions etc. as soon as possible and to the widest extent possible. The Licensee's lack of means of payment or options available for payment is not considered force majeure. If, due to force majeure, the Licensee is unable in whole or in part to fulfil the conditions etc. under the Ice and Water Act, this Licence or the Greenland Government's approval of the Exploitation Plan and the Closure Plan, the Licensee shall immediately give written notice thereof to the Greenland Government, stating the nature, extent and expected duration of the relevant force majeure situation.
2304. To the extent it is provided in the terms of this Licence or the approval of the Exploitation Plan or the Closure Plan that such terms shall survive and be in force after termination or lapse of this Licence or the approval of the Exploitation Plan or the Closure Plan, the said terms shall not cease to apply on termination or lapse of this Licence or the approval of the Exploitation Plan or the Closure Plan. Similarly, the Licensee's obligations shall not cease to apply on termination or lapse of this Licence or the approval of the Exploitation Plan or the Closure Plan to the extent that such obligations have not been fulfilled at that point in time.
2305. The Licensee's obligations under Article 25 shall survive revocation of this Licence.
2306. If, in one or more calendar years, the total exploited volume of the Exploitation Resource is substantially larger than the maximum exploitation volume under sections 701-703, the Greenland Government may issue an order to the effect that the Licensee may not exploit more than the set maximum exploitation volume in the remaining years of the Licence Period. If, in one of the subsequent years, the Licensee exploits substantially more than the set maximum exploitation volume, the Greenland Government may decide to revoke this Licence.

2307. If, in one or more calendar years, the total exploited volume of the Exploitation Resource is substantially smaller than the minimum exploitation volume under sections 801-804, the Greenland Government may issue an order to the effect that the Licensee shall at least exploit the set minimum exploitation volume in the remaining years of the Licence Period. If, in one of the subsequent years, the Licensee exploits substantially less than the set minimum exploitation volume, the Greenland Government may decide to revoke this Licence.
2308. Section 2307 shall not apply to the extent the Licensee exploits a substantially smaller volume of the Exploitation Resource than the minimum exploitation volume under sections 801-804 and this is due to one or more circumstances which are beyond the Licensee's control and which the Licensee could not have avoided or reduced the consequences of in relation to the Licensee's exploitation of the Exploitation Resource.

Article 24 Return of this Licence

2401. If the Licensee intends to return this Licence to the Greenland Government before expiry of the Licence Period, the Licensee shall notify the Greenland Government thereof in writing.
2402. The return of this Licence shall be subject to the written approval of the Greenland Government and shall have no legal effect or other effect prior to (before) any such approval.
2403. The Greenland Government may require the Licensee to take all necessary and appropriate measures before approving the Licensee's return of this Licence. For example, the Greenland Government may require the Licensee to submit a revised Closure Plan, to pay amounts due or to clean up etc. after activities performed under this Licence.
2404. If the Greenland Government approves a return of this Licence, the Licensee shall initiate and implement the measures stated in the Closure Plan.

Article 25 Obligations on termination or lapse of this Licence

2501. Termination of this Licence, including its expiry, lapse or revocation by the Greenland Government or the Licensee's return of this Licence subject to the Greenland Government's approval, shall not release the Licensee from fulfilling the obligations imposed by legislation, this Licence, the Greenland Government's approval of the Exploitation Plan and the Closure Plan or any other provisions, terms or orders.
2502. The Licensee shall keep all data and reports etc. which have been made by the Licensee or on behalf of the Licensee in relation to the Licence Area or activities and matters regarding this Licence for at least 1year after the termination or lapse of this Licence. Before such data and samples etc. are destroyed or discarded, they shall be offered free of charge to the Greenland Government.
2503. The Greenland Government's right to take over data and samples etc. pursuant to section 2502 may be postponed if an agreement is made between the Licensee and the Greenland Government regarding satisfactory safekeeping of, and access for the Greenland Government and any third parties to, the relevant data and samples etc.

Article 26 Liability and insurance

2601. The Licensee shall pay compensation for any damage and loss caused by activities performed under this Licence, regardless of whether the damage and loss can be considered accidental.
2602. The claim for compensation may be reduced or extinguished if the injured party has contributed to the damage or loss intentionally or with gross negligence.
2603. Any obligation to pay compensation under this Licence shall survive the termination or lapse of this Licence.
2604. The Licensee's liability under the Ice and Water Act and this Licence shall at any time be covered by appropriate insurance determined or approved by the Greenland Government. The Licensee shall pay compensation for any damage and loss, even where such compensation exceeds the sum insured or is not covered by the insurance.

2605. The Greenland Government will set specific terms on the Licensee's insurance cover in the Greenland Government's approval of an Exploitation Plan, a Closure Plan and/or in a decision in that respect.
2606. The Licensee shall indemnify the Greenland Self-Government for any claim made by third parties against the Greenland Self-Government as a consequence of or in relation to activities under this Licence, provided that the Licensee was given an opportunity in due time to participate in the defence against such claim and that the claim was decided by:
- (a) A settlement approved by the Licensee.
 - (b) A final judgment.
 - (c) An arbitral award, provided that the party making the claim was entitled to refer the dispute to arbitration prior to the occurrence of the damage or loss.
 - (d) An arbitral award, provided that the Licensee has accepted the referral of the dispute to arbitration.

Article 27 Interest on amounts due (owed)

2701. If the Licensee fails to pay fees, royalties, reimbursement amounts, damages or other amounts outstanding under this Licence in due time, the Licensee shall pay interest on the amount due (owing). Terms on the interest and the calculation and payment etc. of the interest shall be set by the Greenland Government in accordance with the legislation on interest on overdue payments etc. applicable in Greenland at any time or the principles of such legislation.

Article 28 Supervision

2801. The Greenland Government supervises the activities under this Licence, including, among other matters, activities regarding environmental matters, water quality matters and micro bacteriology matters.

2802. Against due evidence of authority and without a court order, the supervisory authority shall at any time have access to any parts of the company and the activities to the extent required for the performance of the supervision.
2803. The supervisory authority shall in all respects be entitled to supervise the Licensee's business and activities and to demand information and documents from the Licensee regarding its business and activities.
2804. The supervisory authority and the Greenland Government may, for example on the basis of an inspection which has been carried out, reprimand and issue orders in case of violation of or non-compliance with the Ice and Water Act, provisions set thereunder, terms of this Licence, terms of the Greenland Government's approval of the Exploitation Plan and the Closure Plan as well as other laws, rules, provisions and terms applying to the Licensee.
2805. The supervisory authority and the Greenland Government may order the Licensee to perform activities under this Licence and to perform other activities and other actions, including that the Licensee shall immediately discontinue activities under this Licence. If the Licensee fails to comply with an order, the Greenland Government may have the order and relevant activities carried out at the Licensee's expense and risk.

Article 29 Relationship to other legislation etc.

2901. This Licence does not restrict the general right of the Greenland Self-Government to demand taxes or set general provisions regarding this Licence, performance of the activities under this Licence or matters in relation thereto.
2902. The Licensee shall ensure that the Licensee's performance of activities under this Licence and all other matters in relation thereto are in accordance with the laws, rules and provisions in force in Greenland at any time. Among other matters, this includes the Greenland Parliament Act No. 29 of 18 December 2003 on nature protection (the nature protection act) and the Greenland Parliament Act No. 9 of 22 November 2011 on environmental protection (the environmental protection act) with subsequent amendments and the Greenland Self-Government's executive orders set out under the 2 acts.

2903. The Licensee shall obtain other necessary approvals and licences which are not comprised by this Licence, including municipal approvals.

Article 30 Choice of law

3001. This Licence is subject to and governed by Greenland law and Danish law applicable in Greenland at any time.

3002. Any dispute arising out of or in relation to this Licence, activities performed under this Licence or related matters shall be decided in accordance with Greenland law and Danish law applicable in Greenland at any time.

Article 31 The Court of Greenland and arbitration

3101. Any dispute between the Greenland Government and the Licensee regarding a statutory or discretionary decision made by the Greenland Government on matters comprised by this Licence shall, and may only, be brought before and decided by the Greenland and Danish courts with jurisdiction in Nuuk, Greenland. The said courts shall have exclusive jurisdiction in relation to any such dispute. The Court of Greenland in Nuuk shall be the court of first instance. A decision of this Court may be appealed according to rules thereon.

3102. Any other dispute between the Greenland Government and the Licensee arising out of or in relation to this Licence or activities or matters regarding this Licence shall, and may only, be brought before and decided by an arbitration tribunal whose award shall be final and conclusive.

3103. The arbitration tribunal shall apply Greenland law, or Danish law for Greenland where Danish law applies to Greenland, in relation to any procedural matter regarding the arbitration proceedings.

3104. The arbitration proceedings shall be conducted by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at any time.

3105. The arbitration tribunal shall sit in Nuuk, Greenland.

3106. The arbitration tribunal shall consist of 3 arbitrators. The president and the 2 other arbitrators shall hold Danish law degrees, be Danish subjects and have permanent residence in Greenland or Denmark.
3107. The Greenland Government and the Licensee shall each appoint 1 arbitrator. If the Greenland Government or the Licensee has not appointed its arbitrator within 30 days of the other party appointing its member, then the President of the Danish Supreme Court shall appoint that arbitrator. The Greenland Government and the Licensee shall jointly appoint the president of the arbitration tribunal. If the Greenland Government and the Licensee fail to reach an agreement on the appointment of the president of the arbitration tribunal within 60 days of the Greenland Government or the Licensee proposing a person for president of the arbitration tribunal, then the President of the Danish Supreme Court shall appoint the president of the arbitration tribunal.
3108. The decision of the arbitration tribunal shall include an award on the costs and expenses for the arbitration proceedings, on the allocation of the costs and expenses between the parties and on the parties' payment of the costs and expenses.
3109. The right to bring a dispute before the courts or submit a dispute to arbitration pursuant to sections 3101-3108 shall survive termination of this Licence, including its expiry, lapse or revocation by the Greenland Government or the Licensee's return of this Licence subject to the Greenland Government's approval.

Article 32 Translations

3201. This Licence has been drawn up in the [English/Danish] language. Any translations thereof shall have no validity.

Licensee

Greenland Government

For [the Licensee company]

Name: [name]

[title or function] at [the Licensee company]

Address: [address]

Nationality: [nationality]

Civil reg. no. [Civil reg. no.]

Passport number: [number]

Place of signing: [place]

Date of signing: [date]

Presented at signing:

[Documentation of the authority of the signor to
bind the company in relation to this Licence]

Certified colour copy of [name]'s passport

Certified colour copy of [name]'s driving
licence

[name]

Minister for Industry and Energy

Place of signing: [place]

Date of signing: [date]

Appendix 1 – Licence Area

	Latitude				Longitude			
	Degrees	Minutes	Seconds	North/south	Degrees	Minutes	Seconds	East/west
1								
2								
3								
4								
5								
6								

This Licence comprises a geographical area delineated by connecting the corner coordinates by latitudes and longitudes as stated in the above table.

All latitudes and longitudes follow the World Geodetic System Datum 1984 (WGS-84).

A map of the Licence Area is enclosed in Appendix 2.

[The following is to be included only if the Licence is an exclusive Licence or non-exclusive Licence for one or more specific ice resource(s) and/or water resource(s) in a Licence Area under section 403 or 405.]

[The [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)] comprised by this Licence is/are specified in Appendix 3.]

Appendix 2 – Map of Licence Area

Appendix 3 – The [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)] comprised by this Licence

If the Licence is an exclusive Licence or non-exclusive Licence for one or more specific ice resource(s) and/or water resource(s) in a Licence Area under section 403 or 405, Appendix 3 is to be included in the Licence. If the Licence is an exclusive Licence or non-exclusive Licence for one or more specific ice resource(s) and/or water resource(s) in the Licence Area, Appendix 3 is not to be included in the Licence.

Example 1 (in case of a single resource):

The [exclusive/non-exclusive] right under this Licence comprises the following [ice/water] resource:

[If the resource has a name, insert the name here. This could, for example, be Lyngmarkskilden in Qeqertarsuaq.]

	Latitude				Longitude			
	Degrees	Minutes	Seconds	North/south	Degrees	Minutes	Seconds	East/west
1								
2								
3								
4								
5								
6								

The [water/ice] resource comprises the geographical area delineated by the corner coordinates connected with latitudes and longitudes as stated in the above table.

All latitudes and longitudes follow the World Geodetic System Datum 1984 (WGS-84).

Example 2 (in case of 2 or more resources):

The [exclusive/non-exclusive] right under this Licence comprises the following [ice resource(s)/water resource(s)/ice resource(s) and water resource(s)]:

[Ice/Water] resource no. 1:

[If the resource has a name, insert the name here. This could, for example, be Lyngmarkskilden in Qeqertarsuaq.]

	Latitude	Longitude

	Degrees	Minutes	Seconds	North/south	Degrees	Minutes	Seconds	East/west
1								
2								
3								
4								
5								
6								

The [water/ice] resource comprises the geographical area delineated by the corner coordinates connected with latitudes and longitudes as stated in the above table.

All latitudes and longitudes follow the World Geodetic System Datum 1984 (WGS-84).

[Ice/Water] resource no. 2:

[If the resource has a name, insert the name here. This could, for example, be Lyngmarkskilden in Qeqertarsuaq.]

	Latitude				Longitude			
	Degrees	Minutes	Seconds	North/south	Degrees	Minutes	Seconds	East/west
1								
2								
3								
4								
5								
6								

The [water/ice] resource comprises the geographical area delineated by the corner coordinates connected with latitudes and longitudes as set out in the above table.

All latitudes and longitudes follow the World Geodetic System Datum 1984 (WGS-84).