

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement") is effective [DATE],

BETWEEN:

_____,
a company organized and existing under the laws of the [State/Province] of
[STATE/PROVINCE], with its head office located at: [YOUR COMPLETE
ADDRESS]

AND:

_____,
[GEOKINETICS ENTITY] (the "Geokinetics"), a company organized and existing
under the laws of the [State/Province] of [STATE/PROVINCE], with its head office
located at: [COMPLETE ADDRESS]

WHEREAS [COMPANY1] possesses proprietary information pertaining to [SPECIFY], including, but not limited to, data, know-how, patented, patent pending or un-patented inventions, technical, scientific, non-technical and non-scientific materials, and specifications as well as information regarding its corporate business and activities (hereinafter collectively referred to as "[YOUR COMPANY NAME]'S INFORMATION");

WHEREAS Geokinetics possesses proprietary information concerning [SPECIFY], including, but not limited to, data, know-how, patented, patent pending or un-patented inventions, technical, scientific, non-technical and non-scientific materials, and specifications as well as information regarding its corporate business and activities (hereinafter collectively referred to as "GEOKINETICS' INFORMATION");

WHEREAS [COMPANY1]'S INFORMATION and GEOKINETICS' INFORMATION herein collectively referred to as (the "INFORMATION");

WHEREAS both parties wish to exchange INFORMATION together, the party receiving the INFORMATION shall be hereafter referred to as the "RECIPIENT" and the party disclosing the INFORMATION shall be hereafter referred to as the "INFORMANT"; and

WHEREAS [COMPANY1] and Geokinetics wish to maintain the confidentiality of the INFORMATION which could be disclosed to each other.

THEREFORE, EACH OF [COMPANY1] AND GEOKINETICS AGREE AS FOLLOWS:

1. Subject to the limitation set forth at Article [NUMBER] hereof, the INFORMATION provided to RECIPIENT or to which RECIPIENT has access, with respect to the business activities of the INFORMANT or of any third party doing business with the INFORMANT shall be considered "Confidential Information".
2. The words "Confidential Information" shall not include information which:
 - (a) is now or hereafter becomes generally available or known to the public, through no fault by RECIPIENT;
 - (b) is known by RECIPIENT before it is disclosed to RECIPIENT under this Agreement, as evidenced by RECIPIENT's written records; or
 - (c) is disclosed to RECIPIENT by a third party not bound by obligations or confidentiality to INFORMANT or to any third party.

The onus of proving that any of the above-mentioned exceptions apply is on the RECIPIENT.

3. RECIPIENT can disclose the INFORMATION to its directors, officers, employees and to its subsidiaries or its affiliates directly concerned with the evaluation of the INFORMATION only after such directors, officers, employees, subsidiaries and affiliates have undertaken, in writing, to comply with the obligations undertaken by RECIPIENT under this Agreement. Unless it receives written permission from INFORMANT to disclose, in whole or in part, any Confidential Information to a third party, RECIPIENT shall maintain in confidence, not disclose and not authorize anyone to disclose such Confidential Information. RECIPIENT agrees not to use nor authorize anyone to use any Confidential Information for any purpose not authorized in writing by INFORMANT. Moreover, RECIPIENT acknowledges and agrees to be responsible for any breach of this Agreement by its directors, officers, and employees as well as by its subsidiaries or its affiliates and by any authorized third party.
4. RECIPIENT shall not reproduce in whole or in part any Confidential Information.
5. RECIPIENT acknowledges that all Confidential Information disclosed by one party shall remain the property of such party. More specifically, all proprietary rights, including but not limited to patent rights and trade secrets relating to the INFORMATION disclosed by one party shall remain the property of such party. The INFORMATION being disclosed to RECIPIENT pursuant to this Agreement is with the express understanding that neither INFORMANT nor RECIPIENT will be obligated to enter into further agreement relating to the INFORMATION, and nothing in this Agreement shall be construed as granting to RECIPIENT any license, right, interest, or ownership in any INFORMATION disclosed by the other party.
6. The obligation of confidentiality, non-disclosure and non-use hereunder shall terminate [NUMBER] years after the date of the receipt of the last Confidential Information disclosed under this Agreement.
7. If RECIPIENT is required by applicable law, stock exchange regulations or Court order to disclose any Confidential Information, it shall first notify INFORMANT in writing, sufficiently in advance so as to provide INFORMANT with reasonable opportunity to seek to prevent such disclosure or to seek to obtain a protective order for such Confidential Information.
8. Upon receipt of a written request from INFORMANT, RECIPIENT shall promptly return to INFORMANT all Confidential Information disclosed by the INFORMANT, including all reproductions and copies thereof together with all material and documents generated by RECIPIENT containing such Confidential Information or references thereto from which references to the substance of such Confidential Information can be implied or understood.

9. Because INFORMANT may not be adequately compensated in damages in the event of any breach by RECIPIENT of this Agreement, INFORMANT may be entitled, in addition to any other right or remedy available to it (including damages), to an injunction restraining such breach or any threatened breach and to specific performance of any provision hereof and, in either case, no bond or other security shall be required in connection with such injunction.
10. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto, but neither of the parties hereto shall assign this Agreement without prior written consent of the other party.
11. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.
12. This Agreement, and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the [State/Province] of [STATE/PROVINCE]. All matters relating hereto shall be submitted to the court of appropriate jurisdiction in the judicial district of [STATE/PROVINCE], [State/Province] of [STATE/PROVINCE], [COUNTRY], for the purpose of this Agreement and for all related proceedings.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

[COMPANY 1 NAME]

[GEOKINETICS ENTITY NAME]

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title