

AGREEMENT BETWEEN:

**Achilles Information Centre,
Oljeindustriens Leverandørregister A/S
Boks 1656, Stoa. N-4857 Arendal
(Legal Entity No. 97117804)**

(hereinafter referred to as "Achilles")

AND

Company:

Adresse:

with Legal Entity No.:

(hereinafter referred to as "User")

REGARDING:

Use of the Achilles Supplier Database

This agreement is entered into between Achilles and the User having the Legal Entity Number as specified on the first page of this agreement and shall apply as from (date)

1. Scope

Achilles Supplier Database (hereinafter referred to as the "Database") was originally developed as a tool for the establishment of tender lists in a procurement process for Norwegian and Danish oil companies. This right to use the Database has now been extended to include also all suppliers and contractors acting further down the supply chain for these oil companies. The terms applying for the access to the Database are set out below:

2. Preconditions for the Agreement

2.1. It is presupposed that the User has access to the internet.

2.2. The condition for entering into and maintaining this agreement is based on the User at any time is a Qualified Supplier in the Achilles Joint Qualification System (hereinafter referred to as the "Qualification System"). If the User does not renew/maintain its registration as a supplier or contractor under the Qualification System, this agreement regarding access to the Database will come to an end at the expiry of the qualification period.

2.3. The information contained in the Database is under this agreement only placed at the disposal of the User for its internal use. Redistribution of information from the Database by the User to any third party (including to affiliates of the User) will imply a violation of the terms of this agreement.

3. Prices and Regulation of Access.

The annual subscription fee for the use of the Database and the number of persons allowed access thereto is dependant on the annual turnover of the User based on the latest audited annual accounts of the User, in accordance with the following table:

	Annual turnover	Subscription fee	Max. Number of users
User group 1:	<NOK 200 millioner	NOK 6,000	5
User group 2:	NOK 200-500 millioner	NOK 12,000	10
User group 3:	NOK 500-800 millioner	NOK 18,000	15
User group 4:	NOK 800-1100 millioner	NOK 24,000	20
User group 5:	NOK 1100-1500 millioner	NOK 30,000	25
User group 6:	>NOK 1500 millioner	NOK 36,000	30

The subscription fees quoted are exclusive of VAT.

Upon renewal of this agreement Achilles is entitled to adjust the subscription fees set out above in accordance with the changes in the Norwegian Consumer Price Index as published by the Norwegian Central Bureau of Statistics with an adjustment of the subscription fee to the nearest one hundred NOK. Such adjustment will be made once every calendar year.

4. Invoice

An invoice for the entire subscription fee will be submitted to the User upon the signing of the agreement regarding the use of the Database.

Correspondingly an invoice will be submitted in connection with the annual renewal(s) of the subscription at the expiry of the first or subsequent subscription periods. The invoices fall due for payment is 30 days from the date of the invoice.

The invoice shall be submitted to:

Invoicing address: _____

Contact person: _____

E-mail: _____

5. Access to the Database

Upon the signing of the agreement the User is given access to the Database on the internet. A contact person (local administrator) shall be appointed by the User, who shall be responsible for giving access (password) to other persons working inside the User organization.

Local administrator:

Name: _____

E-mail: _____

6. Termination/Cancellation

The agreement applies for an introductory period of 12 months as from the signing of the agreement. Either party may terminate the agreement by serving written notice at the latest one month prior to the expiry date. If the agreement is not terminated by the User or Achilles within the time limit, it will be extended for a new period of 12 months.

In the event of substantial breach of the agreement, hereunder breach of article 2.3 hereof, Achilles is entitled to terminate the agreement with immediate effect without any economic compensation being offered.

7. Liability

Achilles is not liable for any loss that may arise for the User in connection with its use of or for the possibility of having access to the Database. Thus, the User shall hold Achilles harmless for any loss that may be caused to the User or any third parties in connection with the rights given to the User in accordance with the Agreement.

8. Applicable Law / Disputes

This agreement shall be subject to Norwegian law. Any potential dispute that may not be amicably settled shall be referred to arbitration in Stavanger in accordance with chapter 32 of the Norwegian Civil Procedure Code.

for Achilles

for User

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Date:

Date: