

First Point Assessment ("Company") is established primarily to provide information services to Purchasing Subscribers and Registered Suppliers as an aid to more efficient procurement of goods and services throughout the oil and gas industry. These Terms and Conditions govern the provision to and use of the Services by Registered Suppliers.

## 1. Definitions

"Company" and "FPAL" means First Point Assessment, a division of Achilles Information Limited.

"Advanced Registration (Capability) Profile" means the graphically based system output of an assessment result made by FPAL on a Registered Supplier's response to the Advanced Registration Questionnaire (ARQ).

"Registered Supplier" means a supplier, contractor or a service provider who registers on the System.

"Purchasing Subscriber" means oil and gas companies and/or contractors who use the System for procurement and supply chain management purposes.

"Registration Questionnaire" means the information content included in the obligatory standard questionnaire forming part of a Registered Supplier's record in the System.

"System" means the common FPAL database of Registered Suppliers administered and managed by the Company.

## 2. Services

Services provided by the Company ("Services") may include, but shall not be limited to, the operation of the System, the recording of information and the provision of objective audits and/or assessments of Registered Suppliers and the recording of the performance of Registered Suppliers and Purchasing Subscribers. Company will endeavour to agree all records held on the System and relating to a Registered Supplier with that Registered Supplier. A note may appear on the System if a Registered Supplier fails to agree a record. Access to the System will be available to Purchasing Subscribers. Registered Suppliers and Purchasing Subscribers may request and the Company shall consider any reasonable changes to the Services.

## 3. Specific Obligations of the Company

The Company agrees to provide the Services and operate the System in compliance with applicable law and in accordance with the highest ethical standards and principles of fairness, equality of opportunity, non discrimination and strict confidentiality. The Company will not add or amend any information submitted by the Registered Supplier and contained in their released for access record without the prior written or System submitted authorisation receipt from the Registered Supplier. The Company shall not be liable for any failure to perform its obligations hereunder to the extent that such performance has been delayed, hindered or prevented by any circumstances reasonably beyond its control.

## 4. Specific Obligations of Registered Suppliers

Registered Suppliers agree to use the System in accordance with these Terms and Conditions and warrant the accuracy of the information supplied to the Company and agree to the best of their abilities to answer the questions in the questionnaires as accurately and completely as possible so that the information reflects the status of their company and the specific products, equipment and/or services offered by them at the time of completion of any questionnaires, and thereafter to utilise the System to update their record in a timely manner whenever there is a change in the aforementioned information.

## 5. Exclusion of Liability

Registered Suppliers agree that they will utilise the Services at their own risk. The Company will use all reasonable endeavours to ensure the accuracy, completeness and confidentiality of any information provided as part of the Services. The Company shall have no liability whatsoever to Registered Suppliers in any circumstances in connection with the provision of the Services irrespective of the Company's negligence and/or breach of duty (statutory or otherwise) or breach of confidence arising out of its negligence. Without limitation to the foregoing the Company excludes liability for any loss of profit, loss of opportunity or any consequential or indirect loss arising out of the provision of the Services. To the extent permitted by law, the Company's liability is limited under any circumstances to the unexpired value of the Registered Supplier's annual registration fee. For the purposes of this Clause 5 only all references to the Company shall be deemed to refer to the Company, its agents or sub-contractors. The Contracts (Rights of Third Parties) Act 1999 shall apply such that any of the foregoing shall be entitled to the benefit of the exclusions and indemnities contained in this clause (but not in any other respect and for the avoidance of doubt these Terms and Conditions may be amended or terminated without reference to any of the foregoing persons).

## 6. Fees

The Company, with support from the Steering Committee, will charge fees to Purchasing Subscribers and Registered Suppliers to pay the costs of providing the Services. The Company will review and may amend the fees and payment terms from time to time. Details of current fees and payment terms will be provided on request and set out in the Company website.

## 7. Record Quality

The Company, at its sole discretion, may suspend or delete the record of a Registered Supplier if the record is considered incomplete or out-of-date as assessed against the Company's standards or record quality and the Registered Supplier has failed to comply with update requests issued by the Company. Where such deletion or suspension occurs, the Registered Supplier shall not be entitled to a refund in part or in whole of the paid registration annual fee.

## 8. Audits, Appraisals & Verification

The Company is entitled, at its own discretion and cost, to audit the Registered Suppliers for verification of information which is placed with the company for updating of the System. Reasonable notice in writing must be given for an intended audit. The result of an audit hereunder shall be presented to the Registered Supplier. If an audit is refused by a Registered Supplier or if material errors are detected or if failures are repeatedly found in the information provided by Registered Suppliers, the Company may at its discretion require a Registered Supplier to withdraw from the System by written notice with immediate effect.

## 9. Ownership Rights

The copyright and all intellectual property rights whatsoever in all computer programs, user manuals, diskettes, product coding systems and other process documentation in connection with the Services and the System will remain vested in and be the property of the Company or its sub-contractors.

## 10. Passwords

The Company shall on request issue to Registered Suppliers passwords enabling them to view and/or amend their information on the System. It is the responsibility of Registered Suppliers to control access to, use and withdrawal of such passwords. The Company accepts no liability for misuse of such passwords.

## 11. Confidentiality

The Company is committed to ensuring confidentiality of matters in connection with the Services and the System. Purchasing Subscribers are required to treat all information obtained from the System as confidential. The Company will publish at least twice per year a list of Purchasing Subscribers in the Official Journal of the European Communities (OJ) or such other publication as it may consider appropriate and such list will also be available on demand from the Company and on its website. It is the responsibility of Registered Suppliers to regularly peruse the list for amendments and to advise the Company in writing by Recorded Delivery should they wish to restrict direct access to their Advanced Registration (Capability) Profile and Performance Feedback Profile by any Purchasing Subscriber, or exclude their basic headline details from the Company Business Directory which is available for public access. Detailed Registered Supplier responses forming part of the Advanced Registration Questionnaire will only be made available to Purchasing Subscribers following Registered Supplier authorisation, which may be for specific or continuous access, as advised through the email based authorisation process within the System. All information submitted in the standard Registration Questionnaire will be made available to all Purchasing Subscribers without restriction. The Company may also provide at its absolute discretion a list of names and addresses of Registered Suppliers to any oil and gas industry related body as part of supporting efficient industry communication on key industry matters.

## 12. Delegation of Obligations

The Company may appoint third parties to fulfil any or all of its obligations including the provision of the Services. The Company will use reasonable endeavours to ensure that such third parties provide an appropriate and timely standard of performance and comply with confidentiality obligations.

## 13. Law and Jurisdiction

These Terms and Conditions shall be governed by English Law and the Company, Purchasing Subscribers and Registered Suppliers shall be subject to the non-exclusive jurisdiction of the English courts.

## 14. Termination

A Registered Supplier may withdraw from the System at any time on giving the Company written notice in which case there will be no reimbursement of any fees paid. In the event that a Registered Supplier does not pay any fee when it falls due, such Registered Supplier shall be deemed to have withdrawn from the System and shall pay all relevant fees in force at the time of their subsequent rejoining. The Company shall require a Registered Supplier to withdraw from the System if it is found to be in breach of any of these Terms and Conditions.

## 15. General

These Terms and Conditions represent the entire agreement between the Company, and Registered Suppliers and can only be amended by revised Terms and Conditions issued by the Company. Failure of the Company, or its Registered Suppliers to enforce it or their rights hereunder shall not constitute a waiver of such rights. These Terms and Conditions shall continue in effect until amended or terminated by the Company by written notice.