



OIL EXPERIENCE TERMS AND CONDITIONS

Oil Experience has established a network of individuals with substantial experience of the international oil and gas industry. From this network Oil Experience has established a consultancy practice whose Consultants provide services to the international oil and gas industry by matching the capabilities of its Consultants to the requirements of Clients.

Oil Experience conducts its business through Oil Experience Limited, a company registered in England with company number 5241791 and with a business address at 23 Grafton Street, Mayfair, London W1S 4EY, UK, and Oil Experience Inc., a company registered in Texas with a business address at 600 Travis, Suite 4200, Houston TX 77002, USA (those companies being together referred to as "OE").

OE administers its business primarily through its Website at www.oilexperience.com. The Website is provided, owned and controlled by OE. OE can be contacted at admin@oilexperience.com.

These Terms and Conditions set out the terms that apply to all Users of the Website, to its Consultants and to its Clients. These Terms and Conditions comprise four sections which apply as follows:

- Section 1 - General Terms and Conditions (including the OE Privacy Policy), applicable to all Users.
- Section 2a – Consultant Terms and Conditions, applicable to all Consultants including Independent Consultants and Employees.
- Section 2b – Consultant Terms of Employment, applicable to all Employees.
- Section 3a – Client Terms and Conditions, applicable to all Clients.
- Section 3b – OE Standard Terms of Service Provision

Each User is bound by, and is required in the course of registration expressly to accept, the General Terms and Conditions set out in Section 1 and by each other Section that is applicable to that User. OE will not provide any User with access to the Website who does not accept all those parts of these Terms and Conditions that apply to that User.

DEFINITIONS

In these Terms and Conditions, except where the context requires otherwise:

"Access Policy" means OE's policy in respect of access to User Material set out in Paragraph 10 of Section 1;

"Assignment" means the assignment of a Consultant to a Project, and "assigned" shall be construed accordingly;

"Board" means the Board of Directors from time to time of OE;



“**Client**” means a person who has registered with OE as a client and, where the context admits, a person who has engaged OE to provide Services. Where a person registers as a Client in the course of his employment or engagement to a third party, the term "Client" shall include both that individual and the relevant third party;

"**Client Information**" means any and all information relating to a Project or to the business of a Client which is made available by a Client on the Website or disclosed in the course of an Assignment;

"**Consultant**" means an individual who has registered with OE as a consultant and, where the context admits, an individual assigned by OE to provide Services to a Client, and includes Independent Consultants and Employees;

“**Employee**” means an employee of OE;

“**Ethical Policy**” means the OE Ethical Policy set out in Section 2A;

"**Fees**" means the fees payable to OE by a Client in respect of Services provided;

“**Heritage Company**” means any company that has at any point in its history been part of a major international oil company; a current list of Heritage Companies is maintained on the Website;

“**Independent Consultant**” means a Consultant other than an Employee;

“**Personnel Placement**” means the placement of a Consultant with a Client to work in accordance with the Client’s instructions;

"**Privacy Policy**" means the OE Privacy Policy set out in Section 1 as it may be updated from time to time;

"**Project**" or “**OE Project**” means a project advertised by a Client on the Website and, where the context admits, a project in respect of which OE provides Services to a Client;

“**Project Consultancy Services**” means Services provided by OE to a Client relating to a specific Project where that Project has at the outset clear deliverables and timetable;

“**Project Manager**” means the person charged by OE with the administration and delivery of a specific Project for a Client;

"**Project Rooms**" means secure areas of the Website with controlled access which allow Projects to be managed, including allowing Users with permitted access to share documents, set up meetings, post agendas, track actions and performance, hold discussions and participate in decisions;

"**OE Purposes**" means the commercial purposes of OE comprising the provision of Services to Clients and the use and operation of the Website;

"**Relevant Period**" has the meaning given in Clause 2e of Section 2B;

“**Services**” means any type of service provided by OE to a Client including Project Consultancy Services and Personnel Placements;

“**Social Member**” means an individual who registers on the Website as a social member;



"Supplying Company" means a limited liability company or partnership which employs an Independent Consultant and through which the Consultant's services are made available to OE;'

"Terms and Conditions" means the terms and conditions contained in this document as any of these may be updated from time to time.

"User" means any user of the Website or of an OE Service. A User is either:

- A Social Member, or
- A Consultant, or
- A Client

Where a User is using the Website in the course of his employment or engagement to a third party, the term "User" shall include both that individual and the relevant third party;

"User Material" has the meaning given in Clause 9 of Section 1;

"Website" means the web site located at www.oilexperience.com; the normal functionality of the Website includes without limitation:

- the operation and use of an alumni association of Users, including the provision of messaging and other communication functionality between Users;
- the development, maintenance, operation and use of a skills database of Consultants and making that database available to Users;
- the development, maintenance, operation and use of a listing of Projects.
- the operation and use of Project Rooms for the management of Projects.

"Your Information" has the meaning given in paragraph 2 of the OE Privacy Policy in Section 1;

Any reference to these Terms and Conditions refers to all of them;

Any reference to a Section is to a section of these Terms and Conditions;

Any reference to a Clause is, unless the context requires otherwise, to a Clause in the Section in which that reference appears;

Any reference to the single includes the plural and vice versa;

Any reference to a gender includes the other gender;

The headings of the Sections and Clauses are for convenience only and shall not affect the interpretation of the Sections or Clauses.



SECTION 1 – GENERAL TERMS AND CONDITIONS

This Section 1 applies to all Users of the Website.

GENERAL

1. Users

Users are those who register to use the Website. The categories of Users are as follows:

- Social Member. Any person who has worked at any time in the past for one of the super-major international oil companies or one of their Heritage Companies is qualified to register as a Social Member
- Consultants, including both Independent Consultants and Employees. Any person who has worked at any time in the past for one of the super-major international oil companies or one of the Heritage Companies is qualified to register as a Consultant. OE shall, at its discretion, allow other individuals with appropriate skills and experience in the energy sector to register as a Consultant
- Client. Any person who currently works, or has worked at any time in the past, for one of the super-major international oil companies or one of the Heritage Companies is qualified to register as a Client. OE welcomes any other person from the energy or related sectors to register as a Client provided that he/she can demonstrate a clear interest in becoming a bona fide potential client. Such registration shall be approved at OE's discretion.

Upon registering Users will be asked to further categorise themselves into one of the following categories, and can at their discretion change their category via the Website:

- Ex Oil Company Staff – Potential Consultant
- Ex Oil Company Staff – Potential Client
- Ex Oil Company Staff – Social Member
- Oil Company Staff – Potential Client
- Other – Potential Client
- Other – Potential Consultant

OE will conduct validation checks from time to time and anyone who OE cannot properly validate will either be not allowed to register as a User or will be subsequently removed from the register. Membership of the register is at the sole discretion of OE.

The levels of access which each category of User has to the Website are set out in the Access Policy.

2. Changes

These Terms and Conditions may be altered from time to time by OE by giving 30 days notice or such lesser notice as OE may in its discretion decide. That notice will appear on the Website in the announcement section and will describe which clauses are to be altered and the effective date of those alterations. The notice will remain until the alteration has taken place and for 7 days following. Any User that does not accept the changes must notify OE by email at admin@oilexperience.com and that User will then be removed from the OE register. In the absence of such notification each User will be deemed to have accepted and will be bound by the Terms and Conditions in their altered form.



OE may in its discretion waive any part of these Terms and Conditions for a particular User, Consultant or Client, provided that any such waiver is in writing and relates only to the matter expressly waived thereby.

3. Confidentiality

Users will have access to personal information on other Users, Project titles and such other information on OE as OE may include on the Website. Users must not use any such information, or disclose it to any third party to use, for any purpose other than those expressly permitted by the relevant Sections of these Terms and Conditions. This obligation shall continue to apply to those who cease to be Users.

Social Members may use information disclosed on the Website for social purposes only, and must not disclose, use, or permit the use of that information for any commercial or business purpose.

4. Validity

These Terms and Conditions shall be deemed to include any other policies contained on the Website from time to time. These Terms and Conditions and any other specific terms of use appearing anywhere on the Website constitute the entire agreement of the parties in relation to the use of this site, and the Terms and Conditions supersede any other agreements between the parties in this matter. All other terms, conditions, warranties or other stipulations concerning the Website whether express or implied by common law or under statute are excluded to the fullest extent permitted by law.

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and Conditions and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

The rights of OE and the User under these Terms and Conditions may be exercised as often as necessary. They are cumulative and not exclusive of either party's rights under the general law, and may be waived only in writing. Delay in exercising or non-exercise of any right is not a waiver of that right.

Both parties shall comply with all applicable laws in performing their obligations pursuant to these Terms and Conditions

Neither party shall be liable for any breach of these Terms and Conditions to the extent that such breach arises from any act of God, war, national emergency, act of terrorism, riot, civil commotion, fire, explosion, flood, storm, epidemic power, cuts or fuel shortages.

5. Governing Law



These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising here from shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

OE WEBSITE

6. Termination of Website Access

OE shall be entitled to terminate a User's access to the Website and any other service provided by OE at any time if that User breaches these Terms and Conditions. OE shall provide thirty (30) days notice of any such termination, or such lesser period as OE may determine. At the end of that notice period that User's access to the Website and to other services provided by OE shall terminate and OE will remove that User's name and material from the Website. It shall be the User's responsibility to retain copies of that User's material if it wishes to do so.

7. Changes to the Website

The User acknowledges and accepts that OE may from time to time alter any aspect of the Website as it thinks fit and without notice to the User. The User accepts that it will have no claim for breach of contract or otherwise in respect of any such alteration.

8. User Conduct

The User warrants and undertakes that in its use of the Website it shall:-

- (a) use the Website only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use of the Website by, any third party;
- (b) not engage in any conduct which is unlawful, or which may harass or cause distress or inconvenience to any person;
- (c) not upload, post, transmit or distribute any material or information which contravenes any applicable law or any person's legal rights;
- (d) without prejudice to the generality of paragraph (b) above, not upload, post, transmit or distribute any material or information in which the User does not own or have a licence to use the intellectual property rights, or any material which is in any way unlawful or which is potentially harmful, threatening, abusive, libellous, defamatory, pornographic or otherwise obscene, racially or ethnically or otherwise objectionable or damaging to the reputation of OE;
- (e) not upload, post, transmit or distribute any material or information which contains a computer virus, or other code, files or programs intended or having effect to disrupt or otherwise adversely affect the operation of the Website or of other Users' computer hardware or software; and
- (f) use current virus checking software when using the Website; virus check any document or file which the User imports or posts to the Websites or provides to OE for use on the Website and not



import or upload onto the Website any document or file which the User suspects or knows contains a virus or other code, files or programs intended or having effect to disrupt or otherwise adversely affect the operation of the Website or of other Users' computer hardware or software.

9. User Material

“User Material” means any and all information posted or uploaded onto the Website by a User or made available by the User to be posted or made available on the Website.

The User hereby grants to OE a non-exclusive, perpetual, irrevocable, royalty free licence to use and reproduce the User Material for the OE Purposes and to upload, post and make available the User Material on the Website.

OE shall be entitled to disclose the User Material to other Users, Clients and Consultants in accordance with the Access Policy and the Privacy Policy for the purposes of allowing Users, Clients and Consultants to make use of the User Materials for the OE Purposes.

10. Access Policy

The Website has three levels of access:

Public Level: this is the general area of the Website which contains general information in relation to OE. This section of the Website is not password protected and does not make User Material available to Users.

Members Level: access is provided to registered Users only on a password protected basis. This area has basic information on all Users, a calendar of events, news, a messaging service and other links and services. It also has the ability to launch and manage the participants in Projects. Certain personal information on Consultants such as CV's, key skills, rates and availability is held privately by OE.

Private Project Level: access to Project Rooms is provided to Users on an invitation basis by whoever initiated the Project. The Project Rooms contain shared Project information and the ability to manage the day-to-day issues of the Project.

11. Passwords and Security

It is the User's responsibility to keep its Website passwords confidential. The User must not disclose, or allow any other person to use, its Website passwords. The User should inform OE as soon as possible if its passwords become known by someone else and should change their passwords immediately. OE uses virus checking software in respect of the operation of the Website and to check documents and files before they are hosted on the secure Website.

12. Disclaimer

OE shall take reasonable care in preparation of the content of the Website, but otherwise is not liable for the contents and is not liable for any content provided by third parties.

OE does not guarantee availability of the Website at all times, but shall make reasonable efforts to minimise any periods of disruption to the website.



OE endeavours to ensure that no unauthorised access is given to the Website. However; OE cannot guarantee that unauthorised persons will not be able to access information hosted on the Website. OE shall not be liable for any damage or loss that may be suffered by any person arising from unauthorised access to any area of the website or office that OE uses.

OE cannot guarantee that any information held on the Website will be free of viruses or other harmful code designed to adversely affect the operation of Users computers. OE shall not be liable for any damage or loss arising from any such harmful programmes.

OE will not be liable to any person for any damage, loss or consequential loss, including loss of opportunity, business, income or profit, as a result of any User using the OE website.

13. Hypertext Links

The Website and its Contents may at points incorporate links to the websites and services of third parties. Such links are provided for the User's convenience only, and their provision does not constitute an authorisation by OE to the User to access such third party Websites, nor an endorsement of the content of such third party Websites by OE. The OE Privacy Policy does not cover the personal data you choose to give to unrelated third parties.

14. Copyright

Except where expressly indicated otherwise, copyright in all of the Contents of the Website belongs to OE or third party licensors. Notwithstanding the foregoing, OE hereby authorises Users to view and display the Contents for the OE Purposes; download the Contents for OE Purposes and store them in the User's computer (for example in the browser's cache) for a period not exceeding thirty days; and print out the Contents for the OE Purposes.

PRIVACY POLICY

15. OE Privacy Policy

OE respects your privacy and is committed to protecting it. We provide this Privacy Policy to inform you of our Privacy Policy and practices and of the choices you as a User can make about the way your information is collected online and how that information is used.

Through the Website, OE. will collect, store and use information that can identify you, such as your name, address, telephone number, e-mail address, and other similar information (referred to in this Privacy Policy as "Your Information") when it is voluntarily submitted to us such as through our registration pages.

By providing us Your Information, by accepting the OE Terms and Conditions, or by continuing to use the Website, you are consenting to our gathering, use, storage and processing of Your Information and the undertaking of all of these activities wherever OE may wish to do so. By clicking the 'I accept' button during initial registration you agree to these Terms and Conditions and consent to such transfer of personal information, but only for OE business purposes. Since OE operates globally, the information you submit may be transferred outside of the European Economic Area. This and all other transmissions will remain secure and under our control.



If we require sensitive personal data then we will ensure that the collection and use is in strict accordance with the principles of data protection and data privacy. All personal data we collect will be held in accordance with the UK Data Protection Act 1998 and Directive 95/46/EC.

We will use Your Information to respond to requests you made of us, and from time to time, we may refer to Your Information to better understand your needs and how we can improve our Services. We may also use Your Information to contact you. All users of Your Information will comply with applicable laws. We may also enhance or merge Your Information with data obtained from third parties for the same purposes.

Any other information transferred by you in connection with your visit to the Website - that is, information that cannot be used to identify you may be included in databases owned and maintained by OE or its agents. OE retains all rights to these databases and the information contained in them. Other information we collect may include your IP Address and other information gathered through our web-logs and cookies.

The OE Website may collect web log information. Web-log information is gathered when you visit our Website by the computer that hosts our web server which automatically recognises some non-personal information, such as the date and time you visited our site, the pages you visited, the website you came from, the type of browser you are using, the type of operating system you are using, and the domain name and address of your internet service provider.

The OE Website may use a technology called a cookie. A cookie is a piece of information that our web server sends to your computer when you access our site. For further information on cookies visit: www.aboutcookies.org.

Our Website uses Internet Protocol (IP) Addresses. An IP Address is a number assigned to your computer by your Internet service provider so you can access the Internet. Generally, an IP address changes each time you connect to the Internet (it is a dynamic address). However, that if you have a broadband connection, depending on your individual circumstance, it is possible that your IP Address that we collect, or even perhaps a cookie we use, may contain information that could be deemed identifiable. This is because with some broadband connections your IP Address doesn't change (it is static) and could be associated with your personal computer. We may use your IP address to report aggregate information on use and to help improve the Website.

You should be aware that this Site is not intended for, or designed to attract, individuals under the age of 18. We do not collect personally identifiable information from any person we actually know is an individual under the age of 18.

Areas of this Site that collect Your Information use industry standard secure encryption. If for some reason you believe that this Site has not adhered to these principles, or if you would like to see the information that we have maintained regarding your activities on our Site, please notify us by e-mail at admin@oilexperience.com, so that we may address your comments or inquiry.

We may share Your Information with agents, contractors or partners of OE in connection with services that these individuals or entities perform for, or with, OE. These agents, contractors or partners are restricted from using this data in any way other than to provide services for OE, or services for the collaboration in which they and OE are engaged (for example, some of our services are developed and marketed through joint agreements with other companies).



OE reserves the right to share Your Information to respond to duly authorised information requests of governmental authorities or where required by law.

We may also provide Your Information to a third party in connection with the sale, assignment, or other transfer of the business to which the information relates, in which case we will require any such buyer to agree to treat Your Information in accordance with this Privacy Policy.

Data will be held for the lifetime that your membership is active. If membership remains inactive for 2 years, the administrator of website will then delete entry. Data is held for the purposes of improving services offered after which time it is depersonalised and non-identifiable. If we look to use your personal data for a new purpose, beyond what it was originally provided for or as set out in the Terms and Conditions, we will ask for your consent.

To be removed from our register, please email OE at admin@oilexperience.com.



SECTION 2A - CONSULTANT TERMS AND CONDITIONS

This Section 2A applies to all Consultants, including both Independent Consultants and Employees.

1. Consultants

OE uses Consultants to provide Services to Clients. The OE Service matches Consultants with Clients who are interested in receiving such Services from the Consultant through OE. OE Consultants will have worked for one of the major international oil companies or one of their Heritage Companies in the past or others that OE deems appropriate; a complete list of applicable companies is available on the Website. Alterations to this list can only be made by OE.

Any Consultant is eligible for Assignments through OE, subject to the terms of this Section 2A. A Consultant who is engaged on an Assignment through OE must maintain his registration as a Consultant for the duration of that Assignment.

Subject to the foregoing provisions of this Clause 1, a Consultant shall be entitled to terminate his registration at any time by so notifying OE. Any such termination shall not affect the rights or obligations of either party which have accrued prior to the date of termination and all provisions which are expressed to or by implication survive termination shall remain in full force and effect.

2. Independent Consultants and Employees

A Consultant is either an Employee or an Independent Consultant.

An Employee is an individual who has entered into a separate contract of employment with OE on the terms of Section 2B. Any Consultant who is not party to a current contract of employment with OE is an Independent Consultant.

An Independent Consultant is an employee of his Supplying Company and not an employee of OE. The Supplying Company may be either an employment agency or employment business, or else a corporate vehicle established by the Independent Consultant such as a limited liability company or partnership. The Supplying Company shall remain responsible at all times for the remuneration of the Independent Consultant and all other employment responsibilities. If an Independent Consultant so requests OE will provide the Independent Consultant with an introduction to a reputable employment agency or employment business.

To the extent that this Section 2A purports to impose obligations on an Independent Consultant's Supplying Company, that Independent Consultant shall ensure that his Supplying Company complies fully with those obligations.

Because of the risks of deemed employment, it is not generally possible for a sole trader, independent contractor or self-employed person to provide Services to Clients through OE. OE may exceptionally allow such individuals to provide Services to Clients through OE if it is satisfied in its sole discretion that there is no risk of deemed employment by either OE or the Client.

Nothing in these Terms and Conditions shall be construed or have effect as constituting any relationship of employer and employee between an Independent Consultant and OE or as an agent of



OE. A Consultant shall not have any right whatsoever to contract on behalf of OE in any way in relation to third parties unless specifically authorised to do so.

3. Provision of Services to Clients

The Services provided by OE to Clients fall into two categories, Project Consultancy Services and Personnel Placements which are described in this Section 2A.

OE contracts directly with Clients for the supply of both Project Consultancy Services and Personnel Placements. OE is responsible, to the extent provided in this Section 2A, for the Services provided to the Client under that contract. OE is responsible for the administration of that contract and for collecting the Fees from the Client. Where the Consultant assigned to provide those Services to the Client is an Employee, his services will be made available to OE under the contract of employment with that Employee. Where the Consultant selected to provide those Services to the Client is an Independent Consultant, his services will be made available to OE under a separate contract between OE and the Independent Consultant's Supplying Company.

4. Consultants and OE Projects

There is no requirement for a Consultant to work exclusively on Assignments for OE. A Consultant may continue to provide services to existing clients and new clients outside of OE's processes, provided that those clients were not found through or introduced by OE and that the provision of such services does not compromise OE.

OE is under no obligation to provide Consultants with any Assignments, and a Consultant is under no obligation to accept any Assignment proposed by OE.

Any Project Consultancy Services or Personnel Placements that occur directly or indirectly as a consequence of OE's existence or involvement are considered to be an OE Project and are covered by these Terms and Conditions. Any Consultant that is directly approached by a Client as a consequence of OE's existence is bound to inform OE if such an approach results in an engagement of that Consultant.

Any work which a Consultant is asked to undertake in the future which arises as a direct consequence of his participation in an OE Project will also be considered to be an OE Project. In that event, a Consultant is required to notify OE as soon as possible of his involvement in that work.

5. Project Consultancy Services

Project Consultancy Services are services provided by OE to a Client relating to a specific Project where that project has at the outset clear deliverables and timetable that either an OE team or individual is expected to meet through working with the Client in the Client's offices or remotely. Project Consultancy Services are performed under the direction of a Project Manager. The Project Manager is responsible for:

- The launch of the OE Project from the OE web-site if appropriate;
- Deciding together with OE which Consultants can participate;
- Obtaining agreement on the work programme and budget for the OE Project;
- Obtaining sign-off of the appropriate service agreement(s);
- The monitoring of days and hours worked by each Consultant on the OE Project team;



- Any required peer review process;
- The delivery of the OE Project to the Client in the form of reports, presentations etc;
- The preparation of the appropriate invoices together with OE;
- The monitoring and audit of payments made.

The provision of Project Consultancy Services shall at all material times be subject to the direction, management, supervision and control of the Project Manager.

In certain circumstances a Project Director may be nominated to provide an additional Client interface; this position does not replace or derogate from the responsibilities of the Project Manager. The Project Manager is responsible to OE, and OE is then responsible to the Client.

Project Consultancy Services are usually peer reviewed by at least one other Consultant unless the Client or OE has specifically waived this requirement. Copies of all Project reports or recommendations that the Client may wish to see must be produced to OE and an OE representative with delegated powers from the OE Board must approve these reports or recommendations before these are delivered to the Client.

Consultants are required to submit any reports in a form consistent with the OE report and submission templates.

6. Personnel Placements

A Consultant assigned to a Personnel Placement reports directly to the Client who controls the activities and hours worked by the Consultant. A Peer Review process is not required. The Consultant will be required to monitor and record the hours which he has worked on the Personnel Placement for billing purposes. The Consultant is deemed to be the Project Manager and hold the same responsibilities as described above.

7. Assignment to an OE Project

OE will attempt to ensure that each Project is resourced by Consultants with the appropriate mix of skills and knowledge. OE's choice of Consultants for a Project is final and is not negotiable.

Whilst assigned to any Project by OE a Consultant must :

- fully comply with these Terms and Conditions;
- fully comply with OE's Business Principles below; and
- conduct himself in a proper and professional manner

In respect of any OE Project, a Consultant is required to provide the following information to OE, in a form approved by OE:

- a monthly description of the Services performed;
- monthly timesheets showing the days and hours worked;
- feedback on the OE Project as requested by OE; and
- such other information as OE may require.

8. Liability



Each Consultant acknowledges and agrees that OE shall have no liability to a Consultant in respect of the services provided by OE except for salary or fees payable to the Consultant in respect of Services provided to Clients. OE will not have any liability to a Consultant whether contractual or in tort or otherwise, for any indirect or consequential loss (including loss of profit), costs, damages, charges or expenses incurred by the Consultant or for any loss or damage to or caused by OE in the provision of the OE Services.

All other conditions warranties or other stipulations concerning the services provided by OE to Consultants whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and in particular, but without limiting the foregoing generality, OE grants no warranties regarding fitness for purpose, use, quality or nature of the services provided by OE whether express or implied by statute or common law.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of OE for death or personal injury as a result of OE's negligence, or that of its employees or agents, or for any other liability that cannot be limited or excluded as a matter of law.

The Consultant shall indemnify OE in respect of any and all claims, losses, damages, charges and expenses (including legal expenses) which OE may receive or suffer in respect of the provision of any Services by the Consultant, including but not limited to personal injuries or property losses or damage.

It shall be for each Consultant to decide whether it is appropriate for him or his Supplying Company to maintain insurance against potential liabilities to Clients. If a Consultant or his Supplying Company maintains professional indemnity insurance he must forward the details of that insurance to OE. The Consultant shall remain responsible for health and travel insurance whilst providing Services to Clients.

9. Ethics and Safety

Each Consultant is required to abide by OE's Ethical Policy below. If a Consultant becomes aware of any breach of this Ethical Policy, or feels that he is being pressurised to commit such a breach, he should contact OE immediately and directly.

OE ETHICS POLICY

- OE is committed to conduct every aspect of its business in an ethical manner.
- OE considers that its commercial interests are never served by unethical business practices, and OE does not in any circumstances compromise its ethical standards in the pursuit of opportunity, business or profit.
- OE conducts its business and acts at all times honestly, with integrity and in good faith.
- OE at all times acts with respect for the people, communities and lawful institutions of the places where it does business.
- OE at all times acts with respect for the rights and dignity of the individuals with whom it has dealings.
- OE values its relationships with host Governments, National Oil Companies, co-venturers, local partners, contractors and competitors.



- OE sees long-term relationships based on honesty, decency and trust as the key to successful long-term business.
- OE only makes commitments that it intends to keep, and at all times aims to keep those commitments that it makes.
- OE expects third parties with which it has dealings to keep the commitments they make to OE.
- OE aims to have and to deploy first class technical and professional skills.
- OE complies at all times with all laws, enacted by lawful authority and process, which are applicable to its business and activities.
- OE at all times maintains records and accounts that truly and accurately represent its activities, the transactions to which it is party, and its financial position.
- OE uses its assets only in the proper furtherance of its business, which may include humanitarian and environmental contributions and support.
- OE does not pay or accept bribes, nor participate in or condone corrupt or dishonest business practices such as clandestine brokering or subversive use of tender information.
- OE complies with the provisions of the Foreign Corrupt Practices Act of the United States and with the OECD legislation against bribery.
- OE requires its directors, officers, employees, Consultants and other agents to act within their authority and in the best interests of OE, and to avoid situations in which their interests conflict, or may appear to conflict, with their obligations to OE.

OE's Board may from time to time issue standards and procedures to amplify this Ethical Policy.

With respect to safety, whatever the location of the Project, be it in an office or on a site, OE is committed to no harm to people, no damage to the environment and no accidents. Everyone who works for or on behalf of OE including Consultants is responsible for their safety and the safety of those around them.

The following safety rules will be enforced to ensure the safety of OE people and those with whom OE interact.

- Operational work will not be conducted without a pre-job risk assessment and a safety discussion appropriate for the level of risk.
- All persons will be trained and competent in the work they conduct.
- Personal protection equipment will be worn as per risk assessment and minimum site requirements.
- Emergency response plans, developed from a review of potential emergency scenarios, will be in place before commencement of work.
- Everyone has an obligation to stop work that is unsafe.



- The Consultant shall be required to comply with any rules, policies or procedures in place from time to time at any premises of any Client for whom the Consultant is providing services in respect of health and safety, local procedures, emergency evacuation or any similar procedure.

With respect to Client confidentiality the Consultant will ensure that key documents are appropriately password protected such that if computers, disks, memory sticks etc are lost that Client confidentiality is not compromised. All computers that contain confidential information should be adequately password protected and kept safe and secure at all times. All confidential documents must be returned to the Client upon project completion.

The Consultant shall not to act in any manner or make any statement (public or private) which will or is reasonably likely to, in the sole opinion of OE, be prejudicial or damaging to the honour and reputation of OE or OE's goodwill.

10. Fees and Billing

Each Consultant through his Supplying Company stipulates a daily rate range for the services of the Consultant using the Website; this is the rate at which OE may itself obtain the services of the Consultant directly from the Supplying Company. A Consultant's rate range may be varied from time to time by the Consultant at his discretion.

For a particular Assignment OE may negotiate with the Client a different rate for a Consultant, provided that OE shall not agree a rate outside the rate range without the prior consent of the Consultant.

OE is responsible for billing Clients for the Services supplied through a Consultant, on the basis of the monthly timesheets submitted by the Consultant. Unless OE enters into a different arrangement with a Client, OE bills the Client monthly in arrears for the Services provided by each Consultant, including an uplift as specified in Section 3.

OE pays the Consultant's Supplying Company, or in certain circumstances the Consultant themselves, for the Services provided to Clients during the previous month at the daily rate (or as otherwise agreed). OE makes payment to the Supplying Company within thirty days after receipt of the relevant timesheet from the Consultant.

An Independent Consultant and his Supplying Company are responsible for the payment of all income and corporation taxes levied by any applicable fiscal jurisdiction on the fees paid by OE to the Supplying Company or the Consultant and shall indemnify OE against any liability arising out of the failure to pay such taxes.

OE is VAT registered in the UK and adds VAT to amounts billed to Clients as required by law. Where the Supplying Company is VAT registered, OE adds VAT to amounts paid to the Supplying Company as required by law.

If a Consultant incurs business expenses, the Consultant is responsible for obtaining the Client's approval of those expenses. Approved expenses incurred during a month are recovered from the Client and paid by OE to the Consultant's Supplying Company at the same time as payment is made for the Services supplied during that month.

11. Bonuses



OE pays a bonus to Consultants that excel in finding, scoping, resourcing and delivering Services to Clients. These bonuses can be paid at any time from OE's share of Fees and are made at OE's sole discretion. Customer feedback will be an important consideration.

In addition OE pays Consultants an annual distribution of 10% of OE profits. Such a distribution is managed by the OE Board and is based upon a simple formula of the Consultants historical inflation compensated financial contribution to OE.

12. Consultant Rating

OE will hold a consultant star rating for Consultants on a scale zero to five. The star rating will be awarded at OE's sole discretion. OE will be guided by:

- 1 star for >10 years major oil co experience having left within last 5 years or >20 years having left within last 10 years
- 2 stars for >20 years major oil co experience having left within last 5 years
- Additional star based upon having conducted >100 days consulting via OE with no major issues emerging
- Further stars awarded based upon customer feedback consistently at or above level 3

Customer feedback:

- Level 1 – consultant did not meet expectations
- Level 2 – consultant met expectations
- Level 3 – consultant exceeds expectations
- Level 4 – consultant significantly exceeds expectations
- Level 5 - consultant made very major value contribution not recognized at outset

A Consultant who does not agree with his rating can discuss the matter with OE. Ratings may be displayed on the OE Website. A Consultant can have their rating removed if they so wish and still remain a Consultant by emailing OE on admin@oilexperience.com.

Consultants will on occasions be assigned to Clients on the basis of seniority with classifications such as, but not limited to; principal consultant, executive consultant, senior consultant, consultant, junior consultant. Allocation of titles is at OE's discretion.

13. OE Brand

A Consultant providing Project Consultancy Services is required to use the OE brand identity of purple and orange. OE templates are available on the Website for letters, faxes, reports, timesheets etc. The brand attributes of OE are; Experience, Expertise, Excellence, Ex Oil Company. Consultants are expected to portray these Brand attributes at all times when providing Services through OE.

14. Enforcement of Terms and Conditions

OE shall be entitled to terminate the Consultant's registration as a Consultant, the Consultant's access to the Website and any other service provided by OE to Consultants at any time if the Consultant breaches the terms of this Section 2A. OE shall provide thirty (30) days notice of any termination, or such lesser period as OE may determine. At the end of that notice period that



Consultants's access to the Website and to other services provided by OE shall terminate and OE will remove that Consultant's name and material from the Website. It shall be the Consultant's responsibility to retain copies of that Consultant's material if it wishes to do so.

Further, OE may, in its sole discretion, remove that Consultant from any OE Project on which he is working and preclude him from any further involvement in that Project or future Projects.

Notwithstanding his removal from the OE register of Consultants, a Consultant shall remain bound by the confidentiality obligations in these Terms and Conditions.

15. Working for Original Employer

When a Consultant returns to provide Services to his former employer, OE require him to follow certain guidelines to reduce the risk of deemed co-employment.

- A former employee can never in ordinary circumstances provide Services to his former employer as an independent contractor or sole trader – he must provide Services via a Supplying Company, being a legitimate third party company or partnership.
- A former employee cannot provide Services to his former employer through a Supplying Company until at least 90 days has passed since his/her termination date.
- A former employee who left with severance benefits cannot provide services to his former employer through a Supplying Company until at least 180 days has passed since his/her termination date.
- A Consultant should ensure that the Client does not confer upon him benefits that would normally be reserved for an employee and that direction given to the Consultant is commensurate with a contractor providing a service.

16. Confidentiality

In the course of using the Website and providing Services to Clients Consultants will receive or gain access to Client Information. Consultants shall keep Client Information confidential, and only use the Client Information for the purpose for which disclosure is permitted by the disclosing party or for OE Purposes.

A Consultant may disclose Client Information to its employees and professional advisers, provided that these confidentiality obligations apply to the recipient and the Consultant will ensure that the recipient complies fully with these confidentiality obligations.

An Independent Consultant may disclose Client Information to his Supplying Company for the purposes of making his services available to OE, provided that these confidentiality obligations apply to the Supplying Company and the Independent Consultant will ensure that his Supplying Company complies fully with these confidentiality obligations.

The obligations of confidentiality shall not apply to Client Information that the recipient can demonstrate: is publicly known other than through a breach of the above obligation of confidentiality; was in possession of the receiving party prior to disclosure; was received by the receiving party from an independent third party who has full right of disclosure; was independently developed by the receiving party; or which is required to be disclosed by law, court, recognised stock exchange or other regulatory body having jurisdiction.

The obligations of confidentiality shall continue to apply to those who cease to be Consultants.



SECTION 2B – CONSULTANT TERMS OF EMPLOYMENT

This Section 2B applies to all Employees, who are bound by Sections 1, 2A and 2B.

Any potential Consultant wishing to be directly employed by OE may request to do so by emailing OE at admin@oilexperience.com. A Consultant will be employed, on the terms set out below in this Section 2B, once he receives a confirmatory email from OE. The choice of whom OE chooses to employ is at the sole discretion of OE.

Employees and potential Employees recognise that the employment arrangement between OE and its Employees is unconventional in that the Employee is not bound to work exclusively for OE, and OE does not hold out any promise of work. Accordingly there are no basic or minimum hours and the Employee is paid for work that he actually performs.

1. The Contract

These Terms constitute a contract of employment between OE and the Employee, upon being signed by the employee and OE confirming that it accepts such employment responsibilities.

- a) For the avoidance of doubt, this contract shall override and operate in substitution for any previous contract between the Employee and OE.
- b) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between OE and the Employee, set out in writing and a copy of the varied terms is given to the Employee stating the date on or after which such varied terms shall apply.
- c) This contract of Employment shall commence on the Commencement Date on which the OE confirms in writing that it accepts such employment, subject to either party terminating it by giving not less than one weeks notice in writing to the other (or the statutory minimum period of notice if greater). This is also the date on which the Employee's period of continuous service begins.
- d) In certain circumstances OE may terminate the Employee's contract without notice, for example, if the Employee is guilty of gross or persistent misconduct or a serious or persistent breach of this Contract or if the Employee's job performance remains below the standard expected by the Client.

2. Assignments

OE will endeavour to obtain suitable Assignments for the Employee to work in the Employees discipline. The Employee shall not be obliged to accept any Assignment offered by OE. OE does not guarantee work to the Employee.

- a) The Employee acknowledges that the nature of Temporary Work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined solely by OE; and that OE shall incur no liability towards the Employee should it fail to offer opportunities to work in the Consultants field of expertise or in any other category; and that there are no basic hours of work and there is no obligation on OE to provide the Employee with work.
- b) At the same time as an Assignment is offered to the Employee, OE shall inform the Employee of the identity of the Client, the nature of their business, the date the work is to commence, its type and likely duration, its location, the hours the Employee is likely to work, the rate of



remuneration and expenses (if any) payable to or by the Employee. Also any risks to Health and Safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition, OE shall inform the Employee what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary, or which is required by law to work in the Assignment.

- c) Where such information has been given orally, it shall be confirmed in writing within 3 business days unless the Employee is being offered a repeat Assignment in the same position as the Employee had been supplied in the previous 5 business days and the aforementioned information has already been given to the Employee.
- d) For the purpose of calculating the average number of weekly hours worked by the Employee on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Employee commences the first Assignment.
- e) If before the first Assignment, during the course of the Assignment or within the Relevant Period, the Client wishes to employ the Employee direct or through another employment business, the Employee acknowledges that OE will be entitled to either charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Employee may be engaged directly by the Client or through another employment business without further charge to the Client. In addition OE will be entitled to charge a fee to the Client, if the Client introduces the Employee to a third party who subsequently engages the Employee within the Relevant Period. For this purpose the "Relevant Period" means means the longer period of either 14 weeks from the first day on which the Employee worked for the Client, or 8 weeks from the day after the Employee was last supplied by OE to the Client;

3. Remuneration

OE shall pay to the Employee remuneration calculated at an agreed daily rate. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment to be paid weekly in arrears subject to deductions in respect of PAYE pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions that OE may be required by law to make. Subject to any statutory entitlement under the relevant legislation, the Employee is not entitled to payment from OE or the Client for time not spent working on Assignment whether in respect of holidays, illness or absence for any other reason unless otherwise agreed. The Employee may be eligible to Statutory Sick Pay provided that they meet the relevant statutory criteria.

4. Conduct of Assignments

The Employee is not obliged to accept any Assignment offered by OE but if he does so during every Assignment and afterwards, as appropriate, the Employee will:

- (a) co-operate with the Client's reasonable instructions and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- (b) observe any rules and regulations of the Client's establishment (including normal hours of work) to which their attention has been drawn or which the Employee might reasonably be expected to ascertain;
- (c) unless arrangements have been made to the contrary, comply with the normal operating hours currently in force at the Client's establishment;
- (d) take all reasonable steps to safeguard personal safety and that of any other person who may be present or affected by the Employee's actions on the Assignment and comply with the Client's Health & Safety policy and procedures;



- (e) not engage in any conduct detrimental to the interests of the Client or OE;
- (f) inform OE or the Client at the earliest opportunity (no later than normal starting time) if the Employee is unable for any reason to work on an Assignment to enable alternative arrangements to be made;
- (g) not at any time divulge to any person, nor use for their own or any other person's benefit, any information in relation to the Client's or OE's Employees, business affairs, transactions or finances;
- (h) notify OE immediately if, either before or during the course of an Assignment, the Employee becomes aware of any reason why they may not be suitable for the Assignment;
- (i) ensure that they are not in receipt of benefits from the Client that might represent an employee relationship with the Client.

5. Timesheets

At the end of each month of an Assignment (or at the end of the Assignment where it is for a period of less than a month or is completed before the end of the week) the Employee shall deliver to OE a timesheet duly completed to indicate the number of days or hours worked by the Employee during the preceding month as per Section 2A for Consultants.

6. Termination

OE, the Client or the Employee may without notice and without liability terminate the Employee's Assignment at any time notwithstanding the provision of paragraph 2(c) above. If the Employee does not inform the Client or OE (in accordance with clause 5 e) should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Employee unless the Employee can show exceptional circumstances preventing him from so doing.

7. Statutory Leave

- a) For the purposes of calculating entitlement to paid leave pursuant to Working Time Regulations 1998, the leave year commences on the date that the Employee starts an Assignment or a series of Assignments through OE.
- b) Under the Working Time Regulations 1998, the Employee is entitled to 4 weeks paid leave (pro rata) per complete leave year. All entitlement to leave must be taken in the leave year in respect of which it accrues and none may be carried forward to the next year.
- c) Where an Employee wishes to take leave, they should notify OE and the Client, giving notice of at least twice the length of the intended absence.
- d) OE may request the Employee to take leave on such dates as OE may specify.
- e) Entitlement to payment for annual leave accrues in proportion to the amount of time worked continuously by the Employee on Assignment during the leave year. Any payment in respect of a period of leave will be calculated in accordance with the Working Time Regulations 1998.
- f) An Employee may only be paid for leave, which has accrued as at the date of that leave. Entitlement to paid leave shall accrue on a pro rata basis. If for any reason OE pays the Employee in respect of leave which has not accrued as at the date of that leave, OE will deduct from the Employee's remuneration or in the event that is insufficient, require the Employee to pay the balance to OE.

8. Working Time

The Working Time Regulations 1998 provide that a Employee shall not work more than an average of 48 hours each week calculated over a 17 week reference period (the "Working Week Limit") unless



they agree in writing that this limit should not apply. The Employee hereby agrees that the Working Week Limit shall not apply to the Employee during any Assignment undertaken by the Employee. The Employee may terminate such agreement by giving OE three months notice in writing. Subject to any further agreement in writing being reached between OE and the Employee, upon the expiry of three months notice the Working Week Limit shall apply with immediate effect.

If the Employee is required by the Client to work at least 3 hours between 11pm and 6am (“night work”) the Employee shall notify OE as soon as is practical. This is so that OE can ensure that legislative requirements in respect of night working are complied with. If the Employee does undertake night work the Employee must not work more than 8 hours in every 24, averaged over 17 weeks (or however many weeks the Employee has worked if it is less than 17 weeks). Where such night work is hazardous or strenuous 8 hours is the absolute maximum the Employee can work.

9. Other Aspects

- a) If the Employee undertakes work for another person the Employee must notify OE so that, if necessary, working arrangements can be adjusted in order to comply with the Working Time Regulations 1998.
- b) The Employee may request to participate in the Group Stakeholder Pension scheme applicable to the Employee’s employment with OE and there is no contracting out certificate under the Pensions Schemes Act 1993 in force.
- c) Statutory disciplinary and grievance rules apply to the Employee’s employment as detailed in Addendum 1 of this Contract. The Employee is expected to conduct himself at all times in an appropriate manner. If the Employee is dissatisfied with any decision or has any other grievance he should raise the matter in writing in accordance with Addendum 1.
- d) There are no collective agreements in place which affect the Employee’s terms and conditions of Employment.
- e) The Employee will inform OE immediately in the event of a Client directly offering the Employee further assignments, whether temporary or permanent in any department within the Client. Any further assignments will be considered an OE project.

10. Law and Jurisdiction

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England, Wales and Scotland.



SECTION 3A – CLIENT TERMS AND CONDITIONS

This Section 3A applies to all Clients.

1. Registration as a Client

Any individual or company that may require the Services of OE may register as a Client. Registration of a Client with OE through the Website is at OE's sole discretion. Registration allows a Client to have access to the Website as detailed below, and to advertise Projects on the Website. There is no charge for registering as a Client, and OE does not charge a Client for basic use of the Website or for advertising Projects on the Website.

A person who registers as a Client is bound as a User by the provisions of Section 1 and is bound as a Client by the provisions of this Section 3. Where an individual employed by a company registers as a Client, both that individual and his employer shall be considered a Client for the purposes of this Section 3. To the extent that this Section 3 purports to impose obligations on an individual's employer, that individual shall ensure that his employer complies fully with those obligations.

The Client shall not to act in any manner or make any statement (public or private) which will or is reasonably likely to, in the sole opinion of OE, be prejudicial or damaging to the honour and reputation of OE or OE's goodwill.

The Client agrees that he or she has read and understood Section 1 and this Section 3 of these Terms and Conditions: if this is not the case, please send any queries by email to admin@oilexperience.com.

2. OE Services

This Section 3 describes the Services available to Clients and governs the relationship between OE and the Client in respect of the provision of Services.

OE provides Services to Clients through OE's Consultants. Clients have access on the OE Website to the names of OE's Consultants, their areas of interest and their contact details. By specific request to OE Clients have access to complete information in respect of a particular Consultant, including full CV, listing of specific skills and skill levels, schedule of rates and availability.

All Consultants are either an Employee of OE, or else an Independent Consultant whose services are available to OE under a contract with that Consultant's Supplying Company or with the individual directly.

Services provided by OE to Clients fall into two categories, Project Consultancy Services and Personnel Placements.

Project Consultancy Services relate to a specific Project where that Project has at the outset clear deliverables and timetable that either an individual Consultant or a team of Consultants is expected to meet through working with the Client in the Client's offices or remotely. OE manages the delivery of Project Consultancy Services, which are performed under the direction of a Project Manager appointed by OE in consultation with the Client.

Personnel Placements involve the placement of one or more Consultants with a Client. A Consultant assigned to a Personnel Placement reports directly to the Client who controls the activities and hours worked by the Consultant.

A Client may use the Website to seek suitable Consultants for a Project, and to advertise and post details of proposed Projects. A Client may select its own Consultant for a Project, or discuss with OE



the selection of Consultants suitable for its Project. Where required OE can put together a team of Consultants suitable for a Project.

When a Client wishes to engage OE to provide Services, OE and the Client will enter into a separate contract for the provision of those Services. OE has its own standard terms for the provision of both Project Consultancy Services and Personnel Placements, and these terms are available to Clients on the Website.

3. Fees for Services

OE's Fees to Clients for Services are charged monthly in arrears and are based upon the degree of OE input as summarised below:

- Membership of the Client to OE and use of the Website: no charge
- Client advertises a Project on the OE Website: no charge
- OE directly involved in sourcing Consultant to carry out a Personnel Placement either by the Client using the website and contacting the Consultant or by OE searching the full OE database, screening and sending CV's etc: 5-10% uplift of the Consultants agreed day-rate; the actual uplift will be agreed on a case by case basis depending upon the degree of OE input and the nature and duration of the assignment.
- Client asks OE to carry out Project Consultancy Services where delivery of the Project recommendations or solution is managed by OE then one of the following charging options shall be discussed and agreed with the Client:
 - 25% uplift of the Consultants agreed day-rate, or
 - based upon a seniority schedule of rates, or
 - fixed fee, or
 - success fee
- Client employs an OE consultant having found that consultant through OE: 20% of first years salary.

All Fees are exclusive of local taxes such as value added tax which shall, if applicable, be paid in addition at the rate in force at the relevant time. In the UK OE shall provide the Client with a valid VAT invoice in respect of any Fees which are subject to VAT within fifteen (15) business days of receipt of payment of the Fees and any VAT payable thereon from the Client.

OE may vary these Fees or the Fee structure as a variation of these Terms and Conditions, but such variation will not affect any contract for Services subsisting between that Client and OE.

4. Fees for Subsequent Engagement of Consultant

Fees apply where a Client employs a Consultant, or engages a Consultant on a contract basis other than through OE, and:

- The Client became aware of the existence or availability of that Consultant through the Website, or



- That Consultant has previously been involved in the provision of Services to the Client through OE.

OE Fees are payable for a period of three years from the date on which the Client first engages the Consultant.

If at any time a Client employs a Consultant, or engages a Consultant on a contract basis other than through OE, in circumstances where a further Fee is payable under this Clause 4, the Client shall promptly so inform OE and provide such information as is necessary to enable the Fee to be calculated and paid.

OE may vary these Fees or the Fee structure as a variation of these Terms and Conditions, but such variation will not affect any contract for Services subsisting between that Client and OE.

OE may vary the above Fees or the Fee structure as a variation of these Terms and Conditions, but such variation will not have retrospective effect.

The Client may use the data and Project Rooms in the Website for the purposes of the provision of Services under that contract for Services, and Section 1 and this Section 3 shall continue to apply to the use of the Website for those purposes.

5 Removal and Termination

A Client may cease to be registered as a Client at any time by so notifying OE. The cessation or termination of a Client's registration shall not affect:

- the rights or obligations of either Party under any contract for Services subsisting between that Client and OE; or
- the obligations of the Client to pay future Fees if it retains or employs a Consultant set out in Clause 4.
- The general confidentiality restrictions placed upon all Users

OE may terminate a Client's registration as a Client, the Client's access to the Website and any other service provided by OE to Clients at any time if the Client breaches the terms of Section 1 applicable to Users or the terms of this Section 3. OE shall provide thirty (30) days notice of any termination, or such lesser period as OE may determine. At the end of that notice period that Client's access to the Website and to other services provided by OE shall terminate and OE will remove that Client's name and material from the Website. It shall be the Client's responsibility to retain copies of that Client's material if it wishes to do so. Such termination shall not affect the rights or obligations of either party which have accrued prior to the date of termination, and all provisions which are expressed to or by implication some termination shall remain in full force and effect.



SECTION 3B - OE STANDARD TERMS OF SERVICE PROVISION

This Section 3B applies to Clients wishing to use OE's Standard Terms of Service Provision.

THIS AGREEMENT is made the _____ day of _____ 2_____

If this agreement is not dated the effective date shall be the date that the Client posted the Project on the Website

BETWEEN:

The Client as specified on the Website or [_____ **Limited**], a company registered in [_____] and having its registered office at [_____], ("Company") and

Oil Experience Limited, a company registered in England and having its principal place of business at 23 Grafton Street, London W1S 4EY, ("OE"),

WHEREAS:

- A. Unless Company wishes to negotiate a separate Agreement this Agreement shall form the Agreement between the parties;
- B. Company is a bone fide Client for OE Services;
- C. OE is a consultancy with substantial expertise in the oil and gas sector;
- D. Company wishes to engage OE to provide oil and gas Services in connection with their business, and OE is willing to provide those oil and gas Services, on the terms set out in this Agreement;
- E. Company is bound by the OE Terms and Conditions or as modified by this Agreement;

NOW THEREFORE it is hereby agreed as follows.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out opposite them:

"Affiliate" means, in relation to a Party, a company which at the time in question directly or indirectly (i) controls that Party, (ii) is controlled by that Party, or (iii) is controlled by another company which also controls that Party, and for this purpose one company controls another if it owns more than fifty percent of the issued shares in that other company.

"Appendix" means an appendix attached to and forming part of this Agreement.

"Clause" refers to a clause of this Agreement;

"Company Commercial Information"



means all commercial and technical information disclosed by Company to OE for the purposes of this Agreement, including the Project Data and all information concerning Company's strategy, or developed by OE in the performance of the Services and included in the materials provided by OE to Company under this Agreement;

“Party” means a party to this Agreement and Parties means both of them;

“Project Data” means the data to be provided by Company to OE in connection with the provision of the Services;

“Services” means, for the purposes of this Agreement, the Services described either on the Website by way of the project description or subsequently defined in Appendix 1. Such Services can either be Project Consultancy Services or Personnel Placement Services.

1.2 In this Agreement, unless the context requires otherwise:

- (a) Reference to the singular includes a reference to the plural and vice versa.
- (b) Reference to any gender includes a reference to any other gender.
- (c) Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument as from time to time amended, extended or re-enacted.
- (d) In the event of any conflict between any provision in the main body of this Agreement and any provision in an Appendix, the provision in the main body shall prevail.
- (e) The headings are used for convenience only and shall not affect the construction or validity of this Agreement.

1.3 This Agreement represents the entire understanding of the Parties in relation to, and supersedes all prior communications and representations that may have been made either orally or in writing in connection with, the subject matter of this Agreement and the performance of the Services.

1.4 This Agreement may be amended or terminated only by a written instrument executed by both Parties. The failure of either Party to enforce a provision of this Agreement shall not be construed as a waiver of that Party's rights to enforce that provision.

2. The Services

2.1 The Services comprise the provision of advice and assistance in the oil and gas sector as described either on the Website by way of the project description or subsequently defined in Appendix 1. Such Services can either be Project Consultancy Services or Personnel Placement Services as described in OE's Terms and Conditions.

2.2 OE warrants that it has the skill, expertise, ability and qualifications to perform the Services in accordance with the requirements of this Agreement.

3. Performance of the Services



- 3.1 Unless otherwise agreed, Company shall provide OE promptly with the Project Data, and OE shall hold the Project Data confidential in accordance with Clause 8.
- 3.2 OE shall perform the Services in a proper and professional manner, in accordance with good international oil and gas industry practices and in accordance with all applicable laws.
- 3.3 Each Party may appoint an individual as its project representative. The OE representative shall be called the Project Manager. The individuals so appointed (if any) and their contact details are specified on the Website or as subsequently specified in Appendix 1. The project representatives shall co-ordinate the performance of the Services and shall be the primary points of contact between the Parties for that purpose. Each Party may change its project representative or his contact details at any time by so notifying the other Party.
- 3.4 OE shall perform the Services at the place or places specified on the Website or as subsequently specified in Appendix 1, or if not specified at a place of OE's choosing.
- 3.5 OE shall complete the Services in accordance with the schedule set out as specified on the Website or as subsequently specified in Appendix 1, including any milestones or interim stages identified therein.

4. Duration and Termination

- 4.1 This Agreement takes effect on the date as defined above and shall, unless terminated earlier under another provision of this Agreement, terminate on the completion of the Services to the satisfaction of Company and the resolution of any financial or accounting matters outstanding between the Parties.
- 4.2 Either Party may terminate this Agreement forthwith by notice to the other Party if the other Party becomes insolvent or unable to pay its debts or goes into receivership or liquidation. In that event OE shall be entitled to payment pro rata for the Services performed prior to the date of termination.
- 4.3 The provisions of Clauses 6, 8, 9 and 13 shall survive the expiry or earlier termination of this Agreement.

5. Fees and Payment

- 5.1 The fees payable to OE for the performance of the Services are as specified on the Website or as subsequently specified in Appendix 1.
- 5.2 OE shall invoice Company for the Services at the intervals specified, or on completion of the milestones specified on the Website or as subsequently specified in Appendix 1. Each invoice shall include any relevant supporting documentation.
- 5.3 Company shall within thirty days of receipt pay each invoice, without deduction or set-off, by means of cheque or electronic transfer to OE' bank account as specified in the invoice.
- 5.4 If Company disputes any part of an invoice, it shall pay the undisputed part in accordance with Clause 5.3 and the Parties shall use their best endeavours to settle and adjust any disputed amount forthwith.



5.5 Late payments, including any part of an invoice that is disputed but subsequently agreed to be paid, shall bear interest from the due date to the actual date of payment at the rate specified from time to time under the UK Late Payment of Commercial Debts (Interest) Act 1998.

6. Taxes

- 6.1 OE shall add local tax such as Value Added Tax to each invoice as required by law.
- 6.2 OE shall pay all income, profit and corporation taxes levied under the rules of any relevant jurisdiction in respect of the fees paid under this Agreement.
- 6.3 OE shall indemnify Company against all taxes and related fines, penalties and interest levied against Company on account of wages, salaries or other benefits paid to the employees or personnel of OE or its subcontractors.
- 6.4 Company may withhold income and other taxes from payments by Company to OE to the extent that such withholding is required by the rules of any relevant jurisdiction.

7. Contractor

- 7.1 In the performance of the Services OE is a contractor and shall not be considered the servant, agent, partner or co-venturer of Company.
- 7.2 OE shall have no authority to bind Company or to act on its behalf except as expressly provided in this Agreement.
- 7.3 To the extent that fees are payable to OE under this Agreement by reference to time spent on the Services, Company shall have the right on notice and during ordinary office hours to audit the books and records of OE to satisfy itself that the fees charged by OE accurately reflect the time spent. This right of audit may only be exercised within a period of twelve months from the receipt of the invoice in question.

8. Confidentiality

- 8.1 OE shall hold all Company Commercial Information strictly confidential and shall not disclose any Company Commercial Information to any third party without the prior written approval of Company.
- 8.2 OE shall restrict access to Company Commercial Information to those of its employees and consultants who require access for the purpose of performing the Services. OE shall ensure that all employees and consultants who have access to Company Commercial Information are bound by confidentiality obligations at least as restrictive as those binding on OE under this Agreement.
- 8.3 On completion of the Services OE shall return all the Project Data to Company and shall not retain any copies thereof. This obligation shall not apply to electronic copies of the Project Data created and held by the automated computer backup systems used by OE in the ordinary course of business to prevent loss of its electronic records, provided that OE shall not following the completion of the Services access or use any Project Data so held.
- 8.4 The confidentiality obligations set out in the foregoing provisions of this Clause 8 shall not apply to information that:



- (a) is or comes into the public domain other than as a result of a breach by OE of those obligations;
- (b) is already known to OE, as evidenced by its written records, at the date of disclosure; or
- (c) OE is obliged by law to disclose.

8.5 All information developed by OE in the performance of the Services and included in the materials provided by OE to Company under this Agreement shall be the property of Company and shall be considered part of the Company Commercial Information for all purposes of this Agreement.

9. Liabilities

9.1 Each Party shall, unless otherwise agreed, be responsible for:

- (a) the death or personal injury of its employees or agents and
- (b) damage to its property

arising out of the performance of this Agreement. Accordingly each Party shall indemnify the other against any claim against that other Party in respect of such death, personal injury or damage irrespective of cause, including negligence or breach of duty by that other Party.

9.2 OE warrants that its performance of the Services and the use by Company of the results of those Services will not infringe any patent, copyright, trade secret or any other intellectual property right belonging to any third party.

9.3 OE shall not be liable to Company for any loss or damage, including without limitation loss of opportunity, business, production or profit, arising out of Company's use of or reliance on the results of the Services.

9.4 Neither Party shall be liable for any failure or delay in performing any obligation under this Agreement (other than an obligation to make payment) which is caused by circumstances outside the reasonable control of that Party. Where the performance of any obligation is so delayed, the time period provided hereunder for performance shall be extended by the period of the delay.

10. Insurance

10.1 Throughout the duration of this Agreement OE shall maintain appropriate insurance required by any applicable law.

11. Assignment

11.1 Neither Party may assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party, such consent not to be unreasonably withheld.

12. Notices



12.1 All notices permitted or required by the terms of this Agreement to be sent to a Party shall be in writing and may be delivered by prepaid post, fax or courier to the address defined either on the Website as the relevant address or as subsequently defined in Appendix 1. Any such notice shall be effective on receipt.

12.2 A Party may change its address for the service of notices at any time by giving written notice to the other Party specifying its new address and the effective date of the change.

13. Law and Jurisdiction

13.1 This Agreement is governed by and shall be construed in accordance with English law.

13.2 Each Party submits to the jurisdiction of the English courts in relation to any issue arising under this Agreement.

IN WITNESS WHEREOF this Agreement is signed, or by email acceptance, on the date above written on behalf of:

Company

Oil Experience Limited

Name:

Name:

Title:

Title:



APPENDIX 1

The Services As described on the Website or as defined below:

Schedule As described on the Website or as defined below:

Location As described on the Website or as defined below:

OE Consultants As described on the Website or as defined below:

Project Representatives As described on the Website or as defined below:

Fees As described on the Website or as defined below: