

FRAME AGREEMENT

This frame agreement for legal assistance has been entered into on [dd.mm.yyyy] by and between Statoil Petroleum AS (Statoil), having its address at Forusbeen 50, 4035 Stavanger, Norway and [.....] (Law Firm) having its address at [.....]

The CO₂ Capture Mongstad Project shall design and construct a full scale CO₂ Capture Plant (CCP) for capture of CO₂ from flue gases of the Combined Heat and Power (CHP) plant at Mongstad refinery, Lindaas municipality in Norway. The captured CO₂ will be sent to geological storage under the Norwegian Continental Shelf. The transport and storage of the CO₂ product is not part of the CCM Project's scope.

1. Scope of work

The Law Firm shall perform, on a non-exclusive basis, legal services for the CO₂ Capture Mongstad Project as required by Statoil or any subsidiary within the Statoil group, from time to time within the following areas (but not limited to):

- Public Procurement regulations
- Intellectual Property Law
- Contract law
- Construction contracts

- 1.1 This frame agreement does not commit Statoil to use the Law Firm's services.
- 1.2 Statoil may elect to tender among a panel of law firms with similar agreements for specific tasks. In such case the fees or the lump sum agreed will override the fees agreed in article 7.1, the remaining conditions of the frame agreement will remain unchanged.

2. Purchase order

- 2.1 Prior to any engagement under this frame agreement, Statoil will issue a purchase order (PO) for each individual case. The Law Firm may be assigned several PO numbers and each PO will further detail out the Scope of Work for the individual service. The terms of the frame agreement are applicable to all POs, unless otherwise agreed.
- 2.2 The individual services shall commence upon verbal or written request from Statoil's legal department and may be withdrawn at any time and with immediate effect upon verbal or written notice.
- 2.3 All invoices issued under this frame agreement shall have a reference to the relevant PO number.

3. Resources

- 3.1 The Law Firm agrees that [identified person(s) from the Law Firm] shall be Statoil's principal point(s) of contact. Said person(s) shall actively participate and be involved in all aspects of the services to be provided to Statoil. In addition, the Law Firm shall, to the extent required, commit other of its best personnel resources to the individual case.

[If applicable: The Law Firm's personnel, with contact details]

4. Conflict of interest

- 4.1 The Law Firm confirms that at the date of signing of this frame agreement, no conflict of interest exist between the Law Firm and/or its legal staff (including partners, salaried partners, lawyers associates) and Statoil or between Statoil and the Law Firm's other clients, other than such conflicts of interest which are made known to and accepted by Statoil.
- 4.2 The Law Firm shall not enter into agreements with third parties or engage itself in any activities which may cause conflicts of interest between the Law Firm and/or its legal staff (including partners, salaried partners, lawyers associates) and Statoil or between Statoil and the Law Firm's other clients.
- 4.3 If a conflict of interest arises, or it is possible that a conflict of interest may arise, the Law Firm shall immediately notify Statoil, and the situation must be resolved to Statoil's satisfaction prior to the commencement or continuation of the services.

5. Business ethics, legal compliance and corporate integrity and social responsibility (CISR)

- 5.1 All financial settlements, billings and reports provided to Statoil shall properly reflect the facts about all services performed and transactions handled for the account of Statoil.
- 5.2 The Law Firm shall comply with all applicable laws and regulations and Statoil's Ethics Code of Conduct in the performance of the services under this frame agreement. In addition, the Law Firm shall sign a supplier declaration reflecting Statoil's CISR principles, annex 2.
- 5.3 The Law Firm shall exercise reasonable care to prevent any actions or conditions that could conflict with Statoil's interest in the performance of the services under this frame agreement.

6. Title

- 6.1 All work product (including agreements, memos, research and other related documents) produced by the Law Firm during the course of its engagement shall be the property of Statoil.

7. Fees, expenses, billing requirements

- 7.1 Statoil shall pay for legal services on the basis of the following hourly rates (exclusive VAT):

Category	Hourly rate /currency [..EUR/GBP/USD/..]	Other
Partner		
Senior Associate		
Associate		
Etc.		

The hourly rates shall include all overhead items. These rates will not increase over the first year of engagement. Any increase after the first year shall only be effective once notified and

agreed by the Statoil representative in writing.

Notification of new rates shall be given to Statoil at least two months prior to the date they will apply.

Statoil will in addition reimburse the Law Firm for actual, reasonable expenses incurred on Statoil's behalf. Any expense item shall be approved in advance by Statoil.

Statoil further reserves the right to make a value based assessment of the services charged under any invoice and the Law Firm should be prepared to discuss with the Statoil representative any such assessment and, if necessary, to adjust its invoice accordingly.

7.2 The Law Firm shall establish an internal structure which enables it to provide free advice on short ad hoc questions and preliminary discussions regarding possible new issues. The Law Firm shall not charge Statoil for such services until formal instructions have been submitted by Statoil.

7.3 If the annual value of work under this frame agreement exceeds [EUR/GBP/USD] [amount] Statoil shall be granted a volume discount of [x] % of the exceeding value that year.

If more than one agreement exists with the Law Firm, the volume discount applies for the total spends.

7.4 The Law Firm shall invoice Statoil on a monthly basis for the services that have been performed during the preceding month. Each matter shall be invoiced separately. Claims presented more than 120 days after the service has been performed will not be met.

The invoice shall include the name of the person within Statoil's legal department who has requested the individual service, a list of the names and titles of the individuals performing the services and the total hours. In addition, a detailed listing of services performed, including date of service, name of individual performing service, description of the work, actual hours expended and agreed hours rate shall be attached to the invoice.

Disbursements shall be itemised with sufficient detail and, if requested, be accompanied by copies of the applicable receipts. Invoices from external service providers (other law firms etc), if any, shall be attached.

The Law Firm shall have focus on cost reducing actions when feasible.

Unless otherwise specified in the PO, the original invoice shall be identified by the relevant PO number and be sent to

Statoil ASA,
Central accounts payable
Postboks 8500
N - 4035 Stavanger

with a copy to the person within Statoil's legal department who has requested the individual service. Any deviation from this requirement may cause delay in payment.

Statoil will pay the approved invoice amount within 30 days of receiving the invoice.

Each invoice shall include the accumulated amount invoiced under relevant PO.

- 7.5 Statoil is entitled to conduct audits of all billing statements and services during the retention on any particular matter and for a period of three years thereafter.
- 7.6 Statoil is entitled to withhold and remit taxes from payment due to the Law Firm to the extent that such withholding and remittance is required by applicable laws and regulations. If Statoil is required to withhold taxes, then Statoil shall notify the Law Firm immediately thereof and pay to the appropriate authorities all amounts withheld by it. If a receipt or other evidence can be issued evidencing the payment to the authorities, Statoil shall deliver such evidence (or a certified copy thereof) to the Law Firm.

8. Travel and meetings

- 8.1 Participation on business trips and in meetings shall be agreed in advance with Statoil.
- 8.2 Reasonable travel expenses (including economy class airfare) shall be reimbursed without any mark-up and shall be limited to one lawyer from the Law Firm unless otherwise agreed in advance with Statoil.
- 8.3 Unless otherwise agreed with Statoil, the Law Firm shall not charge hourly billing rates for travel time.

9. Confidentiality

- 9.1 All information which the Law Firm acquires during performance of the services shall be kept confidential and must not be disclosed to a third party without Statoil's consent.
- 9.2 Statoil's name may not be used in any advertising or promotional material of the Law Firm without the prior written consent of Statoil.
- 9.3 All lawyers performing work for Statoil shall undertake the declaration of confidentiality attached as annex 1.

10. Security

- 10.1 The Law Firm has established a system for handling and protecting classified documents and classified electronic data in order to comply with the confidentiality requirement.
- 10.2 After termination of this frame agreement, Statoil is entitled to access all work products as described in article 6.1 on demand.

11. Notices

Contact persons for this frame agreement are:

For Statoil ASA:

For [the Law Firm]:

Address: Forusbeen 50, N-4035 Stavanger

Address

Telephone no:

Telephone no:

E-mail address:

E-mail address:

The Statoil contact person should be the Law Firm's primary contact within Statoil, although direct contact with other members of Statoil may be needed. It is important however that any such lines of communication be agreed with the Statoil contact to avoid conflicting instructions and ensure effective information flow.

12. Duration and cancellation

12.1 This frame agreement shall be effective from [dd.mm.yyyy] and shall expire on [four years thereafter].

12.2 Statoil may cancel this frame agreement and the services ordered thereunder or parts thereof with immediate effect, by written notification to the Law Firm. Following cancellation Statoil shall only be liable to pay the unpaid balance due to the Law Firm for that part of the services already performed.

13. Governing law

13.1 This frame agreement shall be governed by and construed in accordance with Norwegian law. Any dispute that may arise in connection with this frame agreement shall be referred to Stavanger District Court.

14. Signatures

For Statoil Petroleum AS:

For [the Law Firm]:

Signature

Date

Signature

Date

Name

Name (block letters)

[Procurement representative]

Position

Position (block letters)

ANNEX 1 CONFIDENTIALITY UNDERTAKING

I acknowledge that

- in connection with my employment/engagement with Statoil Petroleum AS I will receive, or may receive, information that shall not be disclosed to any unauthorized persons, including colleagues.
- the employment/engagement with Statoil Petroleum AS requires responsible and loyal conduct

I undertake to

- keep all information I receive in connection with my employment/engagement with Statoil Petroleum AS, or companies where Statoil Petroleum AS or Statoil ASA has an ownership interest, absolutely confidential and not disclose such information to any unauthorized persons, including colleagues not having signed a confidentiality undertaking.
- To not discuss or reveal any information obtained during my employment/engagement with Statoil Petroleum AS with/to colleagues that represents other entities having interests in the CCM project.
- show the highest degree of caution when handling Statoil Petroleum AS' correspondence, contracts, data information, drawings etc to ensure that such information will not get to any unauthorized persons' knowledge

I am aware that

- violation of the confidentiality obligation may result in dismissal and possible criminal liability
- that the confidentiality obligation is in force also after termination of my employment/engagement with Statoil Petroleum AS.

Name: _____ Date of birth: _____

Employer: _____

Place: _____ Date: _____

ANNEX 2 SUPPLIER DECLARATION FORM