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MASTER SERVICE CONTRACT

THIS AGREEMENT is made on the day of 20

BETWEEN:

AUSTRALIAN MARINE OIL SPILL CENTRE PTY. LTD.

(A.C.N. 051 958 868) the registered office of which is situated at
Australian Institute of Petroleum, 24 Marcus Clarke Street, Canberra in the
Australian Capital Territory

("AMOSC") of the one part

AND

("the Customer") of the other part

WHEREAS:

- A. AMOSC manages and operates a marine Oil spill centre near Geelong, Victoria;
- B. The Customer may in the future request AMOSC to assist it in relation to an actual or threatened Oil spill or for the purpose of training the Customer's employees and agents in Oil spill Clean-Up techniques.
- C. AMOSC expects to be willing to provide assistance to the Customer subject to availability of Services, Consumables, Equipment and Personnel.
- D. The parties have agreed to enter into this Agreement to facilitate the making, from time to time, of agreements between AMOSC and the Customer for the supply of Services, the sale of Consumables, the provision of services of Personnel or the hire of Equipment or a combination of them as the case may require.

NOW THIS AGREEMENT WITNESSES as follows:-

- 1 Any expression defined in the form of the Service Contract annexed shall have the same meaning when used herein.

- 2
 - (a) A Service Contract in the form annexed hereto shall immediately come into force on each occasion that an authorised nominee of the Customer requests an authorised nominee of AMOSC to provide Services, Consumables, Personnel, Equipment or a combination of them to the Customer. The particulars to be included in the Schedules to the Service Contract shall be as agreed by the nominees or in default of agreement, at AMOSC's standard rates, or if there are no standard rates, at reasonable rates specified by the AMOSC nominee and, in the case of other particulars, as specified by the AMOSC nominee.
 - (b) The Customer and AMOSC shall each nominate, by separate written notice made from time to time, persons who are authorised to enter into Service Contracts in the manner set out in sub-clause 2(a). In addition, any director of the Customer or AMOSC and any executive of the Customer or AMOSC having ostensible authority so to act is expressly hereby authorised to enter into Service Contracts in that manner. The same person, or two persons who are both employees of the Customer, may not so act both for the Customer and AMOSC.
 - (c) AMOSC may enter into a Service Contract in its own capacity and/or as agent for an undisclosed Principal whether or not AMOSC purports to act as agent or discloses the fact of agency to the Customer. Where the Customer requests AMOSC to provide Services, Consumables, Personnel or Equipment of any Principal, the ability of AMOSC to provide them is always subject to the absolute discretion of that Principal.
 - (d) AMOSC may refuse to provide to the Customer any Services, Personnel, Consumables or Equipment if they are to be provided by a company other than AMOSC and that company determines in its absolute discretion that such Services, Personnel, Consumables or Equipment are required by that company for use in responding to an actual or threatened Oil spill.
 - (e) Any nominee or other person referred to in sub-clause 2(b) has authority to act under sub-clause 15.2 of the Service Contract.
 - (f) Where a nominee of the Customer requests AMOSC to enter into a Service Contract as described in sub-clause 2(a), the nominee may specify that the Service Contract shall be between AMOSC and an Affiliate of the Customer, in which event references to the Customer in this Agreement shall, where the context permits, be deemed to be references to that Affiliate. For this purpose the Customer is entering this Agreement as agent for all such Affiliates and hereby warrants its authority to do so.

- 3 Where a Service Contract is entered into pursuant to Clause 2, the Customer and AMOSC shall within a reasonable time thereafter record their agreement formally by executing a Service Contract in the form annexed hereto incorporating the relevant particulars. Notwithstanding its date of execution, that Service Contract shall be

deemed for all purposes to have been in force from the time of the initial request to enter into a Service Contract.

- 4 Each of the Customer and AMOSC agrees to ratify and confirm any action lawfully taken by a nominee, director or executive in the exercise of the powers conferred by Clause 2.

- 5 This Agreement may be terminated at any time by either party giving to the other not less than one month's notice in writing to that effect.

IN WITNESS WHEREOF the Parties have executed this Agreement.

SIGNED for and on behalf of)
AUSTRALIAN MARINE OIL SPILL)
CENTRE PTY LTD)
)

in the presence of:

..... Witness

..... Name of Witness (print)

SIGNED and on behalf of)
)
)

in the presence of:

..... Witness

..... Name of Witness (print)