User Acknowledgment and Confidentiality Agreement

1.0 For the purpose of this User Acknowledgment and Confidentiality Agreement:

1.1 "Tengizchevroil" means TCO, a limited liability partnership organized under the laws of the Republic of Kazakhstan

1.2. "Tengizchevroil Confidential Information" means any Tengizchevroil Confidential Information or proprietary technical or business information, data, ideas or materials, including but not limited to those relating to the Tengizchevroil System to which User may have access, and those relating to User's use of the Tengizchevroil System (including but not limited to any passwords and personal identification numbers or other User Identification forms "**User Name(s)**"), and those created by User during the course of User's work with Tengizchevroil.

1.3 "User or Users" means any person or entity that will be granted, or have access to, Tengizchevroil intellectual property, Tengizchevroil Confidential Information, and System owned or operated by Tengizchevroil in connection with the business activities and operations of Tengizchevroil and other authorized users and with work to be performed by the undersigned.

2.0 General. In consideration thereof, the User hereby acknowledges, and agrees that:

2.1 User will be assigned an SEOI User Name, and thereby granted access to Tengizchevroil System herein identified below:

(a) SEOI

2.2 User's assigned ID(s) and granted access are intended for the sole purpose described in the following **"Purpose"**:

(b) Self-nomination of a supplier who is interested to do business with TCO within the Tengizchevroil System (hereinafter referred to as an "SEOI")

2.3 Accordingly to all of the above, current User:

a. Will not use or access the SEOI or information or data contained therein for User own use or for any use other than that necessary for the Purpose or as otherwise authorized by Tengizchevroil;

b. Understands that the User ID granted to User is for User exclusive use in connection with the Purpose, is not to be shared with, or used by, any other person or entity, and may be revoked by Tengizchevroil at any time at Tengizchevroil 's sole discretion and the User ID deleted;

c. Acknowledges that the Tengizchevroil System access authority granted to User in this Paragraph 2 does not in and of itself constitute Tengizchevroil System access authority and User will not access information or data on Tengizchevroil System in the Tengizchevroil Network(s), other than information, data, System which User has specifically been granted access to in this Acknowledgment, without the express written authorization of Tengizchevroil;

d. Will not gain, or attempt to gain, access to any third-party Systems from the Tengizchevroil System, unless authorized by Tengizchevroil;

e. Will not gain, or attempt to gain, access to any of the Tengizchevroil System from any third-party Systems, unless authorized by Tengizchevroil;

f. Will not attempt unauthorized access to Tengizchevroil Systems or Networks or knowingly install malicious codes (viruses, backdoors, trojan horses, worms, etc.) on a Tengizchevroil System or Network; and

g. Will restrict access to Tengizchevroil System from User Systems located off Tengizchevroil premises to authorized users only.

3.0 Confidentiality of Tengizchevroil Information. Except as authorized by Tengizchevroil, User will keep confidential and not in any way disclose to anyone any Tengizchevroil Confidential Information, and will not use such Tengizchevroil Confidential Information except in connection with the Purpose. All information, data and documentation, including but not limited to Tengizchevroil Confidential Information, User obtains from Tengizchevroil or which User creates during the course of User's work with Tengizchevroil, and all rights, title and interest therein (including all patent rights and copyrights), will be, and remain, the property of Tengizchevroil. User will not copy any such information, data or documentation except as may be necessary for User to perform the Purpose for which User's access to the Tengizchevroil Systems and Networks has been granted. If requested User will return any and of such information, data or documentation, and all copies in his possession thereof, to Tengizchevroil upon completion of User's services under the Purpose. User will impose these confidentiality requirements on anyone in User's employ having access to any such information, data or documentation. User's obligation hereunder shall be binding upon its employees, successors and assigns.

3.1 Exclusions from Confidential Information. Confidential Information does not include information which:

a. Was or becomes generally available to the public other than as a result of a disclosure by the User, including without limitation, User's directors, officers, employees, agents, attorneys, accountants, financial advisors, consultants, affiliates, owners, shareholders, co-ventures or partners (collectively, **"User's Representatives"**); or

b. Was or becomes available on a non-confidential basis from a source other than the party providing the Confidential Information; provided, that the source of such information was not bound by a preexisting confidentiality agreement and was not otherwise in possession of such Confidential Information under circumstances imparting an obligation to keep it confidential; or

c. Was within the possession, custody or control on a lawful basis of the User prior to its being furnished in connection with the Propose, provided, that the source of such information was not otherwise bound or obligated to keep such information confidential as aforesaid in Section 3 of this agreement.

3.2 Remedies for Breach. Tengizchevroil shall be entitled to seek injunctive or other equitable relief to prevent or remedy a breach of this provision.

4.0 Software. In the course of User's work with respect to the Purpose, User may need to use and have access to third-party software licensed to Tengizchevroil and/or Tengizchevroil proprietary software (hereinafter referred to collectively as the **"Software"**). User will:

     a. Use the Software only for the purpose of performing User's work with respect to the Purpose;

     b. Not copy the Software, except for authorized back-ups;

     c. Treat the Software as Tengizchevroil Confidential Information subject to the same obligations as those set forth in paragraph 3 above (regardless of whether such Software is owned by or licensed to Tengizchevroil) and not disclose or loan it to any third party;

     d. Upon completion of User's work with respect to the Purpose, return the Software to Tengizchevroil and honor Tengizchevroil's Software licensing agreements with third parties as applicable.

5.0 Intellectual Property Laws and Other Restrictions. User will comply with all restrictions imposed herein as well as by all copyright and other intellectual property laws applicable to User's work with respect to the Purpose and User's access to Tengizchevroil System.

6.0 Legal Consequences of Misuse or Misappropriation. User recognizes that any misuse or misappropriation of Tengizchevroil System and/or information or data obtained in User's work with respect to the Purpose may subject User and any of User's employees and agents to severe civil and criminal penalties.

7.0 Monitoring. Tengizchevroil System is for use by authorized users only. Any individual using Tengizchevroil System, by such use, acknowledges and consents to the right of Tengizchevroil to monitor, access, use and disclose any information generated, received or stored on the Systems and Networks, and waives any right of privacy or expectation of privacy on the part of that individual in connection with his or her use of the Systems or Networks. Unauthorized and/or improper use of these Systems and Networks, as delineated by corporate policies, is not tolerated and Tengizchevroil may take formal action against such individuals.

8.0 Employees/Agents. User, if a company/agency or an individual with employees or agents, shall comply with all portions of this document applicable to entities and shall be responsible and liable for compliance by User's employees and agents. User will cause any of its employees or agents engaged in the Purpose to be bond to the above provisions prior to any such employee or agent being granted access to the Tengizchevroil System. User will promptly notify Tengizchevroil of the termination of any such agent or employee. If any employee or agent of User violates any provision of this User Acknowledgment Agreement, such employee or agent may not be eligible to engage in any services to Tengizchevroil.

9.0 Choice of Law. This Agreement is made under and will be construed in accordance with the laws of England, without regard to its choice of law rules, and the courts of London will be the only courts of competent jurisdiction.

10.0 Assignment. No assignment of this agreement by User to Third Parties is permitted without the express, written permission of Tengizchevroil. As used herein, Third Parties means any person or entity which is not an Affiliate of User or an employee of User and its Affiliates.

11.0 Applicable Terms to "SEOI Users". If User's assigned User Name(s) and granted access are intended for SEOI, the following also applies:

     11.1 User's Agreement. In consideration of the opportunity to express interest to do business with TCO within the Tengizchevroil System, User, by clicking "I accept all terms and

conditions", agrees to the following terms and conditions with Tengizchevroil LLP ("TCO"):

(i) Supplier Expression of Interest (hereinafter "SEOI"). Prior to submitting supplier's expression of interest to which it has been given access by Tengizchevroil, User has received, read, understood and agrees to the terms and conditions.

(ii) SEOI Web Form. User acknowledges that any SEOI Web Form it submits through SEOI web tool within the TCO external website is legally valid and binding on User. User agrees that any SEOI Web Form it submits through SEOI web tool within the TCO external website is firm until accepted or rejected by Tengizchevroil. User agrees that it will only submit SEOI Web Form and/or any changes to the Web Form through SEOI web tool within the TCO external website and will not submit SEOI Web Form and/or any changes to the Web Form to Tengizchevroil via any other mechanism, unless requested to do so in writing by Tengizchevroil. User understands Tengizchevroil has the absolute right, in its discretion, to accept submitted SEOI Web Form or not to accept SEOI Web Form, or to cancel or postpone any SEOI Web Form submission, at any time with or without cause or notice.

(iii) Data Privacy Notice. Prior to submitting supplier's expression of interest to which it has been given access by Tengizchevroil, User has received, read, understood and agrees to process personal data to be used by a TCO authorized official for the purpose of acceptance of the submitted SEOI Web Form by User. Be aware that submitted personal data will be sent to appropriate departments within TCO with the purpose of verifying supplier's capabilities. To review and correct the submitted personal data, please contact TCO SEOI team. User may not provide personal data; in such case TCO reserves the right to reject User's SEOI Web Form.

(iv) General. The requirements for any submitted SEOI Web Forms are detailed in the enclosed SEOI Instructions document. Should User decide to submit SEOI Web Form, all costs associated with the submission of SEOI Web Form and/or changes to it (including all costs relating to document preparation) shall always be for User own account without any claim upon TCO. TCO reserves the right to add, delete, modify or amend any part of the SEOI web tool and SEOI Web Form, with all such changes being transmitted to Users, when needed. TCO shall also have the right to decide not to accept SEOI Web Form submitted by User(s) and/or reject any and all SEOI Web Forms for any reason whatsoever, without stating any reason and with no further obligation whatsoever on the part of TCO.

12.0 Survival. The terms and conditions of this User Acknowledgment Agreement survive termination or completion of SEOI web tool within the TCO external website.

End of the User Acknowledgment and Confidentiality Agreement