EXHIBIT - INFORMATION SECURITY AND PROTECTION (CPISP) AGREEMENT (FOR UK)

This CPISP Agreement is made as of the date set forth below by and between _____ on its own behalf and for and on behalf of its affiliates, named in Schedule A hereof (hereinafter together referred to as "ConocoPhillips") and the undersigned company ("Accessing Party").

The Parties, for good and valuable consideration, and intending to be legally bound, hereby agree as follows:

1. ConocoPhillips grants access to certain ConocoPhillips and ConocoPhillips affiliate networks, computer systems, software and/or data ("Systems") as specified in Schedule A to the Accessing Party under the terms of this Agreement and to no other networks, computer systems, software and/or data. ConocoPhillips' grant of access to Accessing Party will be a grant of access to the Accessing Party employees, agents or subcontractors specifically listed, by name ("Users"), on the Schedule A and agreed to by ConocoPhillips. The Accessing Party shall be liable for the actions or omissions of Users in accessing Systems. Users will access and use systems only for legitimate business purposes in furtherance of Accessing Party's business relationship with ConocoPhillips or its affiliates and for no other purpose and will not unreasonably interfere with the business operations of ConocoPhillips. Accessing Party will notify ConocoPhillips immediately, in writing, if any User ceases to be employed by Accessing Party or no longer requires access to Systems. Systems availability will be under the sole control of ConocoPhillips.

2. Accessing Party agrees, in a form and substance reasonably acceptable to ConocoPhillips, that Accessing Party will: (1) secure written acknowledgement by Accessing Party employees accessing Systems that the issuing and retention of accounts and SecurID™ cards (or equivalent) are at the sole discretion of ConocoPhillips; (2) train Accessing Party employees in the proper and secure access and use of ConocoPhillips systems; (3) secure written agreement by Accessing Party employees that Accessing Party employees will return the SecurID™ Cards (or equivalent) issued to them at the conclusion of their authorised use of ConocoPhillips Systems or upon either Accessing Party management or ConocoPhillips request and to follow then current ConocoPhillips CPISP guidelines and standards for voice, data and network security; and (4) take such actions as are necessary or appropriate to prevent improper access to ConocoPhillips Systems or applications on ConocoPhillips systems by Accessing Party employees. Accessing Party will work with Accessing Party employees and ConocoPhillips Sponsors to assure that only duly authorised Accessing Party employees are accessing appropriate ConocoPhillips Systems and applications. Accessing Party will promptly, or as reasonably requested by ConocoPhillips, provide ConocoPhillips with updated written notice of all Accessing Party employees accessing ConocoPhillips Systems.

3. Users access to Systems as well as utilisation of access codes, passwords and access procedures, may be denied, changed or terminated, at any time, by ConocoPhillips, without cause or liability to Accessing Party, at ConocoPhillips' sole discretion. This Agreement will continue until terminated by either Party, at any time, without cause, within fifteen (15) days after receipt of written notice thereof. Any breach of this Agreement by either Party will entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, Accessing Party will cease and will ensure that Users will cease all attempts to access Systems.

4. Technical and business information which is made available to Accessing Party or Users, in connection with this Agreement, by ConocoPhillips, is regarded by ConocoPhillips as proprietary and confidential except for any such information which is previously known to Accessing Party as shown by its prior written records, or is publicly disclosed through no fault of Accessing Party ("Confidential Information"). Accessing Party will keep confidential and not disclose any Confidential Information to any third party without the prior written consent of ConocoPhillips. Confidential Information shall be used by Accessing Party solely for legitimate business purposes in furtherance of Accessing Party's business relationship with ConocoPhillips and for no other purposes. Accessing Party accepts full responsibility for ensuring the understanding of and compliance with the provisions of this Agreement by Users, and shall obtain from each of the Users a statement in writing in support of Accessing

Party's obligations hereunder. Termination or expiration of this Agreement will not relieve Accessing Party of its obligation to hold Confidential Information as confidential. Accessing Party's obligation of confidentiality will continue for the term of this Agreement and for a period of ten (10) years after termination of this Agreement.

5. ConocoPhillips may require Accessing Party to implement certain control procedures before ConocoPhillips grants access to Systems. The implementation of any such ConocoPhillips required control procedures will not relieve Accessing Party from any of its obligations under this Agreement. ConocoPhillips will have the right to audit the control procedures at Accessing Party locations upon at least forty-eight (48) hours prior written notice.

6. Accessing Party will abide by all applicable United Kingdom laws, statutes, rules and regulations. This Agreement will be governed by the laws of England and the courts of England will be the only courts of competent jurisdiction.

7. ConocoPhillips makes no warranties, express or implied, including the warranty of fitness for a particular purpose or merchantability, with respect to the Systems or to the equipment provided for in Article 14. Neither ConocoPhillips nor Accessing Party will be responsible to the other for any Consequential Losses arising out of this Agreement. Any loss or damage occurring to Accessing Party arising from the use of Systems will be the sole responsibility of Accessing Party. Without limiting the foregoing, ConocoPhillips will not be liable to Accessing Party: for any loss or corruption of Accessing Party data stored in or transmitted through Systems; for any incorrect results obtained by using Systems; for any interruption or access or use of Systems for whatever reason; for access of any Accessing Party data by third parties; or for toll fraud in accessing, using or egressing Systems.

8. Except for information owned by Accessing Party prior to input into Systems, all information, including data, created or contained in Systems, including messages, is the property of ConocoPhillips or one or more third parties ("Information"). Accessing Party hereby assigns, to the extent it has the right to do so, all of its right, title and interest in and to Information to ConocoPhillips. ConocoPhillips reserves the right to access and disclose information and data, whether or not owned by Accessing Party, ConocoPhillips or third parties, sent through or stored in Systems. Accessing Party will not access or use third party Information stored in or transmitted through Systems except upon the prior written agreement of the Parties.

9. Accessing Party shall, to the extent permitted by law, indemnify, defend and hold ConocoPhillips safe and harmless against all claims, liabilities (including reasonable attorney fees), damages, copyright infringements, losses or expenses to the extent arising out of any wilful misconduct on the part of the Accessing Party, or Accessing Party's employees, agents, sub-contractors or assigns in the performance of this Agreement or the use of the Systems by Users. This indemnity will not apply where the sole cause of the claim, liability, damage, loss or expense is the willful misconduct or negligence of ConocoPhillips.

10. Accessing Party shall be liable for any damage resulting from the introduction of malicious code by Accessing Party, either intentionally or as a result of negligence, onto the ConocoPhillips Networks or Systems. The failure to utilize a current anti-virus program is a non-limiting example of negligence. ConocoPhillips shall be required to demonstrate that the damage was a result of Accessing Party's acts or omissions. Malicious code includes, without limitation, any undocumented or hidden functionality or performance capability contained within electronic files or software, which is contrary to the purpose of this Agreement. Notwithstanding the foregoing, neither party will be liable for any consequential, indirect, special, or damages arising out of this Agreement.

11. This Agreement may not be assigned, and is not assignable, by the Accessing Party without the prior written consent of ConocoPhillips. Nothing in this Agreement will be construed to constitute Accessing Party or any of its employees as an employee, agent, joint venturer or partner of ConocoPhillips. This Agreement is between Accessing Party and ConocoPhillips and does not extend to Accessing Party affiliates, subsidiaries, partnerships or joint ventures.

12. No liability will result to either Party from delay in performance or from non-performance by circumstances beyond the reasonable control of the Party who has delayed performance or not performed.

13. ConocoPhillips reserves the rights to change its CPISP policies or procedures at any time. Upon receipt of any such revisions from ConocoPhillips, Users will abide by the terms of the then current policies or procedures.

14. No rights, ownership, or licences to any copyrights, patents, trade secrets or other intellectual property rights are granted hereunder. In no event will Users copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of any data, ConocoPhillips software programs, or third party software programs licensed to ConocoPhillips except with the prior written consent of ConocoPhillips. If Accessing Party desires ConocoPhillips to operate Accessing Party software on Accessing Party's or ConocoPhillips' computers, Accessing Party must provide a proof or a valid licence for the relevant software to be run on the applicable computers.

15. In order to implement Accessing Party's access to Systems, it may be necessary for ConocoPhillips, at its election, to install and maintain equipment at Accessing Party locations. ConocoPhillips will have the right to access Accessing Party locations to install, operate, use, inspect or remove the equipment. ConocoPhillips will have the right to remove the equipment upon the expiration, termination or cancellation of this Agreement. The equipment will remain the property of ConocoPhillips. Accessing Party will immediately return the equipment to ConocoPhillips on receipt of ConocoPhillips' written request. Accessing Party assumes all risks and liability for property damage or Personal Injury that may arise from the installation, operation or use of the equipment and Accessing Party agrees to indemnify ConocoPhillips as provided in Article 9 of this Agreement. ConocoPhillips reserves the right to file any documentation as may be necessary to preserve ConocoPhillips' interest in and assure its right to recover without lien or other encumbrance the equipment.

16. This Agreement is signed by the duly authorised representatives of Accessing Party and ConocoPhillips on the date set forth below.

17. This Agreement embodies the entire understanding between ConocoPhillips and Accessing Party and there are no contracts, agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

ConocoPhillips _____   Accessing Party: _____
(TO BE COMPLETED ON A CASE BY CASE BASIS)

By: _____   By: _____
      PRINTED NAME   PRINTED NAME

_____   _____
      SIGNATURE   SIGNATURE

Title: _____   Title: _____

Date: _____   Date: _____

Schedule A

Indicate below each System that will be accessed pursuant to this Agreement. When appropriate, complete the Detailed System Description section by providing node names and other System characteristics necessary to adequately identify the resources requiring access. This Schedule will be effective when approved by ConocoPhillips as indicated by the signature of an authorised ConocoPhillips representative.

___ Electronic mail

___ ConocoPhillips Intranet

___ Internet through ConocoPhillips facilities

___ File and print services

___ IBM mainframe

___ Upstream Business Systems

___ Commercial Business Systems

___ Downstream Business Systems

___ Corporate Business Systems

___ Other

Detailed System Description: