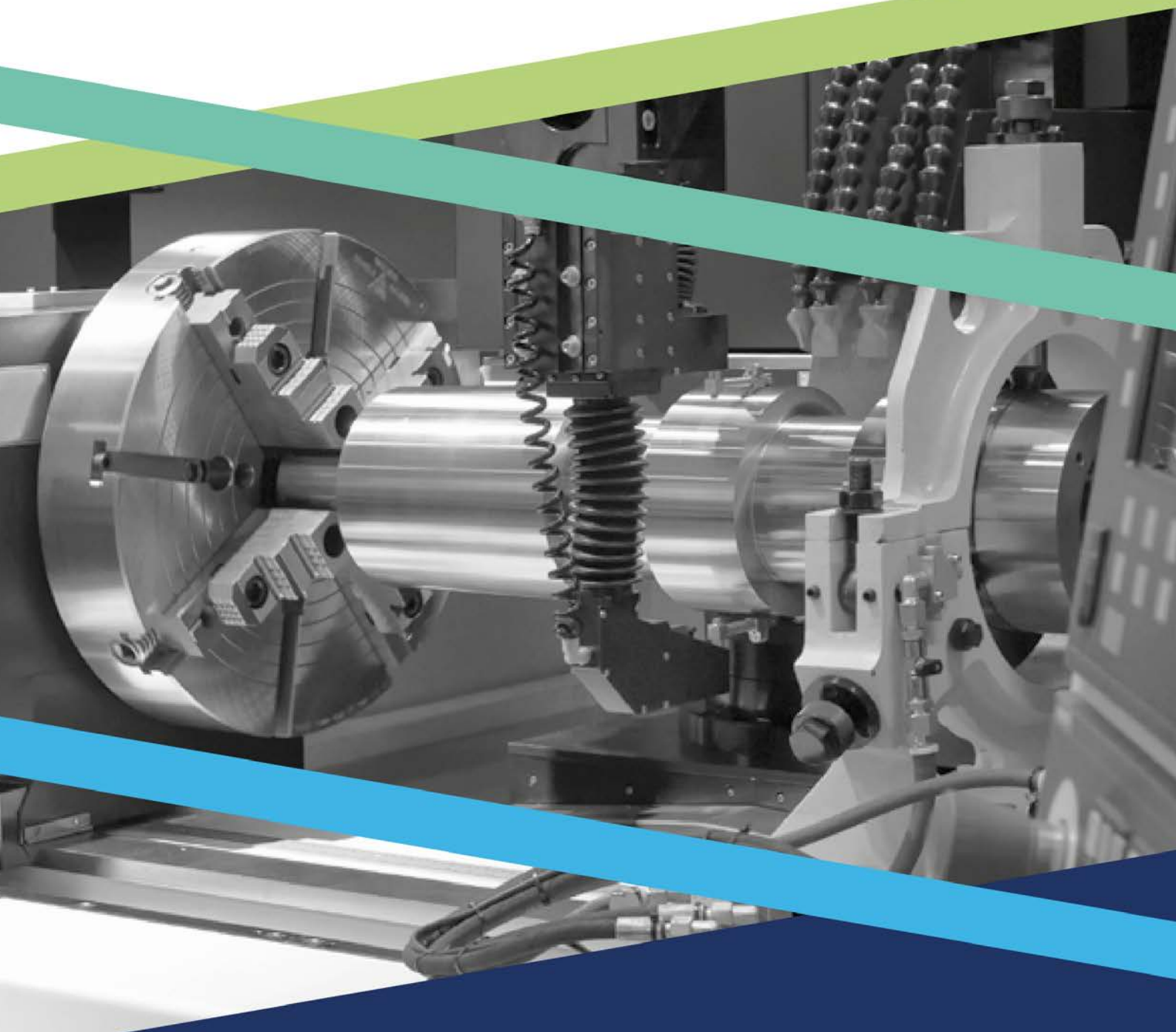


TERMS AND CONDITIONS



Membership Standard Terms and Conditions

1. The Agreement

1.1. These Membership Standard Terms and Conditions and the Membership Schedule (together “the “Conditions”) constitute the agreement between NPL Management Limited of Hampton Road, Teddington, London TW11 0LW, with registration number 2937881 in England and Wales (“NPL”) and the Member as identified in the Membership Application (the “Agreement”).

1.2. The Agreement is subject to the acceptance by NPL of the Membership Application submitted by the applicant. NPL may, at its sole discretion, accept or reject the Membership Application. NPL shall not be obliged to provide reasons for any rejection.

1.3. These Conditions may be revised by NPL from time to time. NPL shall send the Member the revised Conditions. If the Member does not accept the revised Conditions, the Member shall notify NPL within 5 business days of receipt of the revised conditions and the existing Conditions will apply up to the date of termination of Membership. If the Member fails to notify NPL the Member shall be deemed to have accepted the revised Conditions in full.

2. Application for Membership

2.1. Applications for Membership shall be submitted by sending the NPL Network Agreement Form to mmnetwork@npl.co.uk.

2.2. Following submission of the application, the applicant shall provide NPL with such additional information as may reasonably be requested by NPL for the purposes of considering the application.

3. Duration

3.1. This Agreement shall remain in force from the time of membership until 31st December in the same year that membership was started.

4. Membership Fees

4.1. Members shall pay the Membership Fees as set out in the Membership Schedule for the relevant Membership type.

4.2. The Member shall pay the Membership Fees in Pound Sterling within thirty (30) days of the submission of an invoice by NPL by electronic transfer of funds crediting Barclays Bank plc, 1 Churchill Place, Canary Wharf, London E14 5HP; (Sort Code 20-00-00. Account Code 00519898. Account name: NPL Management Limited).

5. Benefits of Membership

5.1. Each Member shall be entitled to the rights and benefits as specified in the Membership Schedule in respect of the relevant type of Membership, provided that all Membership Fees and related charges have been settled in full by the Member without any set-off, deduction or counter-claim.

6. Membership Services

6.1. “Membership Services” has the meaning identified in the Membership Schedule.

6.2. Membership Services shall be provided to the Members at NPL’s sole discretion including without limitation in respect of the time of provision of the services, and subject to availability.

6.3. All warranties, representations, terms and conditions (statutory, express, implied or otherwise) in respect of Membership Services, including but not limited to those as to quality or timeliness, are hereby expressly excluded.

6.4. Subject to clause 6.5 NPL shall not be liable to the Member for any indirect, consequential or special damage (whether for loss of profit, loss of business, loss of contract, loss of data, loss of goodwill, harm to reputation or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the provision of Membership Services by NPL.

6.5. Subject to clause 6.5, the total aggregate liability of NPL in contract, tort (including negligence or breach of statutory duty), and misrepresentation or otherwise, arising in connection with the provision of Membership Services shall be limited to [£1,000].

6.6. Nothing in these Agreement shall exclude or limit either party's liability for:

6.6.1. Death and personal injury caused by negligence;

6.6.2. Fraud or fraudulent misrepresentation; and

6.6.3. Any other losses that cannot be excluded or limited by law.

6.7. Except insofar as provided in these Conditions, the provision of Membership Services shall be governed by the NPL Standard Terms and Conditions of Sale and available at http://www.npl.co.uk/upload/pdf/npl_terms_conditions_sales_1.pdf as amended from time to time (the "NPL Standard Terms of Sale").

6.8. Membership Services will be provided by NPL to the Member, and not to any other third party.

7. Commercial Services

7.1. "Commercial services" has the meaning identified in the Membership Schedule.

7.2. The provision of Commercial Services shall be governed by NPL Standard Terms of Sale. In case of inconsistency the NPL Standard Terms of Sale shall prevail over these Conditions.

7.3. Commercial Services will be provided by NPL to the Member, and not to any other third party.

8. Transferability of Membership

8.1. Membership is non-transferable.

9. Termination

9.1. This Agreement may be terminated by either party by giving the other party 3-month notice in writing.

9.2. In case of termination in accordance with Condition 10.1 the Member:

9.2.1. Shall not be entitled to any refund of its Membership Fees already paid;

9.2.2. Shall /remain liable for any arrears; and

9.2.3. Shall remain liable for Membership Fees payable until the expiry of the notice.

9.3. This Agreement may be terminated by NPL immediately by giving the Member notice in writing if:

9.3.1. the Member becomes insolvent, or is declared bankrupt or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors or it is unable to pay its debts as they fall due;

9.3.2. The Member fails to pay the Membership Fees by the due date for payment;

9.3.3. The Member commits a material breach of any of these Conditions;

9.3.4. The Member notifies in writing NPL of its refusal to accept revised Conditions in accordance with Condition 1.3; or

9.3.5. The Member's conduct causes, or is likely to cause, prejudice to NPL's reputation or legitimate commercial interests.

9.4. In case of termination in accordance to Condition 10.3 the Member:

9.4.1. Shall not be entitled to any refund of its Membership Fees already paid; and

9.4.2. Shall remain liable for any arrears.

10. Governing law and Jurisdiction

10.1. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

General

10.3. Any matters relating to this Agreement which are not expressly or implicitly settled by these Conditions shall be governed by the NPL Standard Terms of Sale.