



NOMINATION OF A COMPANY ADMINISTRATOR FOR THE NATIONAL ELECTRONIC APPROVAL TRACKING SYSTEM (NEATS)

In order to access the industry portal of NEATS, each titleholder will be required to nominate an individual as an administrator. Once approved by National Offshore Petroleum Titles Administrator (NOPTA). The administrator will then be responsible for the approval of all further users for their company.

The administrator will approve and manage the access for all future users associated with their company. An administrator has full access to all the company’s titles, applications, invoice/payment details and manages user accounts including password resetting, registering of new companies associated with their company and maintaining their company details. A person nominated as an administrator for a company may be nominated to be an administrator for other companies.

| Nominated Administrator Details | |
|--|--|
| Name | |
| Company Name | |
| Company ASIC ACN/ARBN No. | |
| Position Held | |
| Phone | |
| Fax | |
| Email | |

| | ASIC ACN/ARBN No. (if applicable) |
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Note: Each nominated company above must approve the nomination of the administrator.

SIGNED BY NOMINATED ADMINISTRATOR

Signature

Date

Full name (please print)

Position

By signing this application form you are agreeing that you have read and accept the Terms and Conditions for the use of NEATS. (A copy of the terms and conditions are provided in Appendix A)

| Company Contact Details (for confirmation of any information provided as part of this application) | |
|--|--|
| Company Name | |
| Company Address | |
| Postal Address (if not the same as above) | |
| Contact Name | |
| Position Held | |
| Phone | |
| Fax | |
| Email | |

APPROVED BY

Company Name

Signature

Signature

Date

Date

Full name (please print)

Full name (please print)

Position

Position

APPROVED BY

Company Name

Signature

Signature

Date

Date

Full name (please print)

Full name (please print)

Position

Position

APPROVED BY

Company Name

Signature

Signature

Date

Date

Full name (please print)

Full name (please print)

Position

Position

Submission Details

By courier

Via post

Via email

NOPTA
Level 8
Alluvion House
58 Mounts Bay Road
Perth WA 6000

NOPTA
GPO Box 7871
Perth WA 6850

NEATS.admin@nopta.gov.au

TERMS AND CONDITIONS

Formation and Acceptance

Your use of the NEATS Website (neats.nopta.gov.au) is governed by the following Terms and Conditions.

By using NEATS you are deemed to agree to the terms of this Agreement. In this Agreement the parties are the person using the NEATS Website (referred in the Agreement as "you" and "your") and the Commonwealth of Australia (including its agents, employees and subcontractors) (referred to as "we", "us" and "our").

If you do not agree to these Terms and Conditions you should not use the NEATS Website and you are invited to contact NOPTA for further information on NEATS operation and interaction with your industry.

The NEATS Website enables you to:

- a. view your Offshore titles and information
- b. register applications and provide other information electronically via the Internet; and
- c. upload documentation electronically via the Internet; and view details of awarded titles in accordance with the Offshore Petroleum & Greenhouse Gas Storage Act 2006

We may amend the Terms and Conditions at any time. Any amendment to these terms and conditions will be notified to registered users via electronic mail to registered email addresses.

Using the NEATS Website

You agree that you are solely responsible for the accuracy and completeness of all the information and documentation you provide using the NEATS Website.

You agree to grant us a licence to use and reproduce any information and documentation provided by you using the NEATS Website. You grant us this licence free of any charge and confirm that there will be no charge payable to any third party.

You acknowledge that we are not responsible for:

- a. loss of information, documents and/or other information in transit from you to us utilising the NEATS Website;
- b. loss of your documents and/or other information distributed to other parties by us;
- c. any error or delay in the assessment of your applications;
- d. any failure to assess your applications;
- e. any loss of documents or information provided by you;
- f. incorrectly assessing applications due to inaccurate or incomplete documentation or information provided by you;
- g. the accuracy of data provided by you in relation to NEATS operations;
- h. operations on websites external to neats.nopta.gov.au, inclusive of direct and indirect links; and
- i. any interaction through the Website with persons intent on misadventure or malice, including where those persons are your colleagues, employees or the general public.

An application or other document is taken to be lodged with NEATS when you receive an electronic acknowledgement from us.

You acknowledge that the Commonwealth of Australia owns the copyright in the look and feel of the NEATS (neats.nopta.gov.au) and NOPTA (nopta.gov.au) Websites and that the Commonwealth owns the copyright in all material appearing on these Websites except for material that the Commonwealth is licensed to use and reproduce.

Links

Links are provided from the NEATS Website to external Internet websites operated by other government bodies, non-government organisations and individuals. These external sources are outside our control. You agree that we are not responsible for the contents of any external Internet site or any link contained in a linked site, or for any changes or updates to such sites. We provide these links as a convenience, and by referring to a link we do not imply that we are endorsing the site or its content. These linked sites will have their own terms and conditions of use and you should familiarise yourself with them.

Security

Notwithstanding our efforts to ensure that the NEATS Website is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others.

We may issue instructions from time to time intended to ensure the security of the NEATS Website. You agree to comply with those instructions.

NOPTA is not responsible for the security conditions applying in the case of third party web sites, including those with direct and indirect links from the NEATS Website.

You acknowledge that access to the NEATS Website may not be continuous, uninterrupted or secure at all times and that access may be subject to factors or circumstances outside of our control.

The NEATS Website is an electronic submission, tracking and application notification system. NEATS does not make computerised decisions. It is a tool used by NOPTA in the assessment process. You acknowledge that the NEATS Website is not error-free and that electronic information provided by you or us may be lost or corrupted. We do not warrant the accuracy, adequacy or completeness of any material on the NEATS Website.

Liability

Subject to any responsibilities implied by law that cannot be excluded, we are not liable to you for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content, lack of content, or other material or loss or corruption of documents or information provided by us, any third party (including but not limited to any local government authority) or by you using the NEATS Website, whether in contract, tort (including negligence), statute or otherwise.

If the law implies any condition or warranty liability for breach of which cannot be excluded, our liability is limited to the supply of the repeated functional supply of the NEATS Website service to you.

Without limiting the above, we will not be liable for any failure to perform our obligations if such failure arises from circumstances beyond our reasonable control. These circumstances include fire, flood, earthquake, elements of nature, acts of God, malicious damage, explosion, sabotage, riot, civil disorder, rebellion or revolution in Australia, any change of law which makes compliance with the affected party's obligations under these Terms and Conditions illegal, communication line failures, power failures, interruptions or shortages, or computer processing systems failure.

Indemnity

You agree to indemnify and to hold us harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these Terms and Conditions or your infringement of any rights of a third party.

You agree that financial transactions requested by NEATS are undertaken outside of NEATS jurisdiction and that it is not the responsibility of NEATS to protect against errors. You accept that the services provided by RBA (Reserve Bank of Australia) to NEATS; while secure to the best of both the ability of both NOPTA and the RBA, are electronic transactions and are therefore subject to potential error and misadventure via the Internet. You agree to indemnify and to hold us harmless from any claim or demand in relation to financial misadventure undertaken by you or by any third party with whom you are associated.

In using the RBA electronic payment gateway, you agreed to read and accept the Terms and Conditions of the RBA in relation to financial transactions undertaken using NEATS.

Notices

We may give any notice or other type of communication to you:

- a. by electronic mail to the most recent email address that you have notified to us; or
- b. by making the notice available for access on the NEATS Website; or
- c. by ordinary prepaid mail to your last notified address given to us.

Any notice given by us is deemed given:

- a. at the time when an electronic mail is sent by us;
- b. on making the notice available for access on the NEATS Website for display to you; and
- c. two (2) business days (i.e. any day that is not a Saturday or Sunday or a public holiday in Australia) after we post the notification to you.

General

You acknowledge that all information contained in the NEATS Website is subject to change without notice.

You will comply with all laws that apply to you in relation to your use of the NEATS Website.

You submit to the non-exclusive jurisdiction of the courts of Australia

You acknowledge that local government authorities' requests for tender will be made available for download on the NEATS Website and you agree that we take no responsibility, nor accept any liability whatsoever, in relation to such information or documentation.

If any provision of these Terms and Conditions is held to be invalid or unenforceable that provision:-

- a. may be read down to the extent necessary to make it valid and enforceable; or
- b. may be severed and the remaining provisions of the Terms and Conditions enforced.

These Terms and Conditions comprise the entire understanding and agreement between you and us with respect to its subject matter.