

AMENDMENT NO. 1 AGREEMENT A2403891

BETWEEN

MOBIL PRODUCING NIGERIA UNLIMITED

AND

PETRODATA MANAGEMENT SERVICES LIMITED

This Amendment No.1 to the Agreement is entered into between Mobil Producing Nigeria Unlimited having its office at Mobil House, Lekki Expressway, Victoria Island, Lagos, Nigeria ("COMPANY") of the one part and Petrodata Management Services Limited, having its office at 1 Motorways Avenue, Old Toll Gate, Alausa, Ikeja, Lagos ("CONTRACTOR") of the other part

Both COMPANY and CONTRACTOR are jointly referred to as the "Parties"

WHEREAS,

- a) COMPANY and CONTRACTOR entered into an Agreement for the Provision of Seismic Data Storage and Management Services for MPN, effective April 2, 2013 and expiring on April 1, 2018 ("the Agreement")

NOW THEREFORE, COMPANY and CONTRACTOR have agreed to amend the Agreement in terms of the following:

- 1) To replace the entire Exhibit B(II) - Invoice Submission Procedure in the Agreement with the attached Exhibit B(II):
- 2) This Amendment is effective from the date it is fully executed..... Mar 24, 2017
- 3) This Amendment shall be read and construed as forming a part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect to the extent not modified or amended by this Amendment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to the Agreement in duplicate or

For and on behalf of
MOBIL PRODUCING NIGERIA
UNLIMITED ("Company")

Signature: 

Name: ROTIMI W OLUBEKO

Title: AREA, PROCUREMENT MANAGER

Date: Mar 24, 2017

For and on behalf of
PETRODATA MANAGEMENT SERVICES
LIMITED ("Contractor")

Signature: 

Name: Anthony AKINPELU

Title: General Manager

Date: 20th March, 2017

ATTACHMENT

Exhibit B (II)

INVOICE SUBMISSION PROCEDURE

The following are the invoicing requirements for Goods or Services delivered to Company. Contractor shall use the applicable procedure from any of the below titled:

- I. Invoices Requirements - General Instructions
- II. Invoices Resulting from SUPPLY OF MATERIALS
- III. Invoices Resulting from SUPPLY OF SERVICES

Company may, at any time by notice to Contractor, offer additional methods for invoicing and payment or discontinue any of the methods shown in this Exhibit E. **unless otherwise stated in this Agreement or the Order, Company's payment terms are forty-five (45) days after receipt of a correct and complete invoice. Complete invoices must meet all requirements noted below. If an invoice is incomplete, Company may return the invoice wholly or partially unpaid.**

I. INVOICING REQUIREMENTS - GENERAL INSTRUCTIONS

Company shall request for services using a valid Commitment Document. After Company has received the Goods or Services specified in the Commitment Document, Contractor shall send original paper invoice to the address shown in the Commitment Document. Contractor shall attach to the invoice all appropriate original documents.

Contractor shall follow the steps below in preparing and sending a paper invoice to Company:

- A. Send only one original invoice to Company except where otherwise provided in this Agreement. Do not send copies with the original.
- B. The invoice must be billed to the Company.
- C. Contractor must ensure the invoice is sent immediately goods are delivered or services rendered. Invoices not sent to Company six (6) months after job execution may not be accepted.
- D. The invoice must be mailed to the "Bill to" address on the Commitment Document.
- E. The invoice must include an invoice date on or after the date when the Goods or Services were received by Company.
- F. The invoice must include a unique invoice number, not more than sixteen (16) characters and must not carry special characters.
- G. The invoice must include the time period during which any Goods were shipped or any Services were performed.
- H. The invoice must include the correct remittance address.
- I. The invoice must include Contractor's complete name as it should appear on Company's remittance.
- J. The invoice must include Contractor's Telephone number.
- K. The invoice must include the Commitment Document Number that corresponds to the Goods and Services ordered by Company.
- L. Each invoice charge must show the line items as indicated on Commitment Document OR must be subtotaled as indicated in the text of the Commitment Document, whichever is applicable and must include the corresponding (Service or Material Master) Numbers.

- M. Invoices shall not contain more than one Order, although it is acceptable to bill several invoices to one Order when the quantity of Goods ordered exceeds the amount shipped, and the balance of the Goods is received by Company at a later date.
- N. Tax Identification Number (TIN) must be stated on the face of the invoice.
- O. The invoiced amount will include, where applicable, separately stated Value Added Tax (VAT) amount, or an Exemption Certificate obtained from appropriate authority.
- P. Invoice must indicate the department or EM function worked for and also an EM contact email address.
- Q. Charges for Goods or Services from third parties shall be supported by delivery notes (for Face Approved Invoices) acknowledged by a company representative and an **original invoice** from third party contractor. Company will apply a 5% withholding tax on the gross amount if original support documents are not provided.
- R. Any applicable markup for contractor's services and included in Exhibit E of this Agreement shall be listed as a separate line item on the invoice.
- S. The rate of conversion of foreign currency denominated expenditure/invoices to Nigerian Naira shall be Company booking rate prevailing at the date of invoice processing by Company. **Company booking rate is the daily closing rate published in line with approved Foreign Exchange (FX) guidelines issued by Central Bank of Nigeria (CBN)**
- T. Company shall have the right to withhold payment on any portion of any invoice or statement presented by Contractor for reasonable verification of the correctness thereof, and irrespective of the fact that such portion relates to a payment which Contractor has already made to a third party. Company shall advise Contractor of any items for which payment is being withheld, and Contractor shall submit a new and proper invoice covering those items. It is understood that payment of any invoice, with or without withholding payment on any portion thereof, shall not prejudice Company's right to protest or question the correctness thereof without an audit, but within the time allowed for audit pursuant to the Audit clause below, and to require appropriate adjustment therein.

An invoice that does not correctly match the corresponding Order, as shown in the items above, will be considered incorrect and may be returned to the Contractor or result in delayed payment.

II. INVOICES RESULTING FROM SUPPLY OF MATERIALS

- A. The invoice quantity (quantity may be less for partial delivery); price and unit of measure must match those on the Order and include a physical description of the Goods (i.e. "valve" instead of just a part number).
- B. When freight charges are not included in the Goods price, or subsequent freight charges are incurred, in accordance with Exhibit E of this Agreement, the Contractor must submit a paper invoice referencing the Order number along with appropriate documentation and the original freight invoice to expedite payment processing.
- C. An invoice shall not be submitted until Goods have been received by Company and a valid Goods Receipt Number (GRN) obtained and stated on the face of the invoice.
- D. Substitute items shall not be invoiced until the original Order has been changed to reflect the substitution.
- E. Invoicing for partial delivery of goods, where applicable, is allowed and encouraged.

III. INVOICES RESULTING FROM SUPPLY OF SERVICES

- A. Prior to submitting an invoice for Services, Contractor shall prepare a "Statement of Work" detailing work completed including Service Master number(s) and quantities, with original signed Work tickets and timesheets as supporting documentation.
- B. "Statements of Work" are to be submitted to Client Accounting Group.
- C. Client Accounting Group will prepare a Service Entry Sheet in SAP as a receipt of services rendered.

- D. Service Entry sheet must be approved. Once approved, the Service Entry will be forwarded to the Contractor to be used in invoice preparation.

INVOICE PREPARATION

1. The invoice must show the Services rendered as shown in the Service Entry Sheet as well as the Service Entry Sheet number.
2. The invoice must show any other specific information required by the Commitment Document or Agreement.
3. Charges for Goods or Services from third parties shall be supported by an original invoice from the third party Contractor. Invoices must contain original support documents for freight charges, where applicable. Company will apply a 5% withholding tax on the gross amount if original support documents are not provided.
4. Copy of the Service Entry Sheet should be attached.

Invoices and correspondence relating to invoices shall be addressed as follows:

LAGOS
Accounts Payable
Mobil Producing Nigeria Unlimited
1, Lekki Expressway, P.M.B. 12054
Victoria Island, Lagos
Attention: Accounts Payable Supervisor

QIT
Accounts Payable
Mobil Producing Nigeria Unlimited
Qua Iboe Terminal
Eket
Attention: Accounts Payable Supervisor

Any problems encountered with payment or any questions regarding payment status should be directed to the following e-mail address: **ENQUIRY-NIGUPSTPAYABLE@XOM**

Vendors can also check the status of invoices submitted on-line at **www.trackinvoice.com**