

	<b>NORTHCONNECT PROJECT</b>	Page	: 1 of 12
		Contract No.	: <b>[insert]</b>
		Version date	: 10.01.2019
		Ver. No.	: 1.0

## CONTRACTUAL DOCUMENT

**CONTRACT NO. **[INSERT]****

(Hereinafter referred to as the Contract)

Between

**NORTHCONNECT KS**

(Hereinafter referred to as the Company)

Company registration No. NO 996 625 001

Business address: NorthConnect KS, Kjøita 18, 4630 Kristiansand S, Norway

And

**[INSERT]**

(Hereinafter referred to as the Supplier)

Company registration No.: **[INSERT]**

Office address: **[INSERT]**

Concerning the supply of

**[INSERT]**

(Hereinafter referred to as the Service)

	<b>NORTHCONNECT PROJECT</b>	Page	: 2 of 12
		Contract No.	: [insert]
		Version date	: 10.01.2019
		Ver. No.	: 1.0

The following documents constitute the Contract:

- The Contractual Document
  - The scope of the Service
  - Work Schedule
  - Compensation
  - Administrative stipulations
- Appendix 1: NorthConnect's «GENERAL TERMS FOR PROCUREMENT OF SERVICES (ALMINNELIGE INNKJØPSBETINGELSER TJENESTE KJØP – English Translation)»
- [INSERT]

In the event of conflict between the stipulations of the Contract, the order of precedence of the documents shall be as in the list above.

Two copies of this Contract exist, both of which shall be signed by the Parties, and each Party shall retain one copy.

Date:

Date:

\_\_\_\_\_

for the Company

\_\_\_\_\_

for the Supplier

[INSERT],  
[INSERT]

[INSERT],  
[INSERT]

	<b>NORTHCONNECT PROJECT</b>	Page	: 3 of 12
		Contract No.	: [insert]
		Version date	: 10.01.2019
		Ver. No.	: 1.0

## 1 THE SCOPE OF THE SERVICE

The scope of the Service agreed up-on, but not limited to, consist of the following:

- [INSERT]
- [INSERT]

## 2 WORK SCHEDULE

### 2.1 Work Schedule

[INSERT; e.g. “The Service shall commence on 1st of January 2018, and shall continue until notice is given by either party according to section 5 (Term & Termination).”]

### 2.2 Milestones

[INSERT; e.g. “According to project plans.”]

## 3 COMPENSATION

### 3.1 Cost of Service

Hourly rates:

Name	Title	Hourly rate [£ ex. MVA]
[INSERT]	[INSERT]	[INSERT]

This is a cost reimbursable arrangement on the basis of a nominally agreed level of input between the parties, flexible according to anticipated project needs, however, the parties may also agree on fixed prices for defined work packages as required.

Rates are valid through [INSERT; e.g. “2019.”]

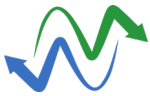
Expenses related to travel and accommodation will be compensated at cost. Travels shall be in economy class if possible.

All other Supplier expenses and overheads shall be deemed in the Supplier’s hourly rates.

[VAT will be applied to the hourly rates at the applicable rate.]

### 3.2 Insurance & Limits of Liability

The amount of insurance and the periods for which the Supplier shall maintain insurance are:

	<b>NORTHCONNECT PROJECT</b>	Page	: 4 of 12
		Contract No.	: <b>insert</b>
		Version date	: 10.01.2019
		Ver. No.	: 1.0

Event	Cover	Period following completion of the Service or earlier termination
Failure of the Supplier to use skill and care normally used by professionals providing services similar to the Service	£1,000,000 in respect of each claim, without limit to the number of claims	5 years
Death or bodily injury to a person (not an employee of the Supplier) or the loss of or damage to property resulting from an action or failure to take action by the Supplier	£1,000,000 in respect of each claim, without limit to the number of claims	5 years
Death or bodily injury to employees of the Supplier arising out of and in course of their employment in connection with this Contract	£5,000,000 in respect of each claim, without limit to the number of claims	5 years

The Supplier's total liability in connection with the Service, including the total liability of the Supplier or any of the Supplier's employees or subcontractors, is limited to the Supplier's total aggregated fees invoiced to The Company under this Contract in the twelve months preceding the liability event. This liability limitation does not apply if the Supplier has acted with gross negligence or with intent.

## 4 ADMINISTRATIVE REQUIREMENTS

### 4.1 NorthConnect's representative

**[INSERT]** will be The Company's representative in connection with the Service.

### 4.2 The Supplier's principal personnel

The Service shall be performed by:

**[INSERT]**.

The Supplier shall have the right to substitute the principal personnel with suitably qualified and experienced personnel. The Company may reject a substitute if The Company is not satisfied that the substitute has the skills and experience required to perform the Service. If the Supplier uses a substitute, The Company shall have no contractual, financial or legal relationship with the substitute and the Supplier shall have sole responsibility for arranging payments to the substitute.

### 4.3 Presence

None. The Service will be principally delivered from the Supplier's own office locations, except for travel and attendance at The Company or project stakeholder meetings as required by the project activities.

	<b>NORTHCONNECT PROJECT</b>	Page	: 5 of 12
		Contract No.	: [INSERT]
		Version date	: 10.01.2019
		Ver. No.	: 1.0

#### 4.4 Hours Worked and their Registration

For the Service, the Supplier is anticipated to work around [INSERT] % of a full-time basis input on average for The Company during the term of this Contract. Work exceeding this basis needs to be agreed in advance between The Company and the Supplier on a monthly basis, and also reviewed on a monthly basis in relation to the needs of the project schedule and forthcoming tasks and workload.

In the case of hourly rate (cost reimbursable) activities, time sheets shall be approved by The Company. Hours worked shall be reported monthly at the latest by the second day of the following month.

If required by The Company, the Supplier shall record hours worked by means of The Company's electronic work-time recording system.

#### 4.5 Invoicing

Payment shall take place 30 days after receipt of a correctly issued invoice. The invoiced amount shall apply to that part of the Service completed up to the time of invoicing.

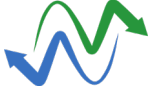
Invoices shall be addressed to:

*NorthConnect KS  
Att: 100357 Erik Gunnufsen  
Postboks 603 Lundsiden  
NO-4606 KRISTIANSAND S*

but it is sufficient for the purpose of delivery for a PDF to be e-mailed to [faktura.support@ae.no](mailto:faktura.support@ae.no).

All the necessary information for verification shall be entered on or attached to the invoice, such as:

INFORMATION	DETAILS
Mark invoice with	NorthConnect [INSERT] Att: 100 357, Erik Gunnufsen CEF [INSERT], WBS [INSERT]
Time sheet	Name of consultant Period, Work done Number of hours Price
Expenditure	Copies of documentation
Travel expenses	Copy of travel expenses form (first page only, if signed by NorthConnect's project manager)
Total amount agreed for this assignment	Amount – agreed total or budget
Previously invoiced	Amount – specified as hours worked and expenditure
Invoices shall be cc'd to:	erik.gunnufsen@ae.no and [INSERT]@northconnect.no

	<b>NORTHCONNECT PROJECT</b>	Page	: 6 of 12
		Contract No.	: [insert]
		Version date	: 10.01.2019
		Ver. No.	: 1.0

## 4.6 Queries

Any written queries regarding this Contract shall be addressed to:

<b>THE COMPANY</b>	
NorthConnect KS Postboks 603 Lundsiden 4606 KRISTIANSAND Norway	
Contact	[INSERT]
Mobile phone	[INSERT]
E-mail	[INSERT]@northconnect.no

<b>THE SUPPLIER</b>	
[INSERT]	
Contact	[INSERT]
Mobile phone	[INSERT]
E-mail	[INSERT]

## 5 TERM & TERMINATION

This Contract enters into force on [INSERT] and runs until the parties agree that the Service has been completed or the Contract is terminated by either Party upon [INSERT] month's written notice.

Either Party is entitled to terminate the Contract on [INSERT] month's written notice.

The Company may terminate the Contract with immediate effect if the Supplier is not providing services reasonably consistent with the description of Services to be provided herein.

During the notice period following cancellation by The Company, the Supplier is entitled to charge The Company its consultancy fee at the workload as agreed in Section 4, irrespective of the number of work hours requested by the Company or carried out by the Supplier.

	<b>NORTHCONNECT PROJECT</b>	Page	: 7 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

# Appendix 1: NorthConnect's General Terms for Purchase of Services

## 1 EXECUTION OF THE SERVICES

The Service shall be executed in accordance with applicable law and regulations. The Supplier shall obtain and maintain all approvals and permits necessary for the performance of the Service, and shall upon The Company's request provide documentation evidencing that necessary approvals and permits exist.

The Service shall be executed professionally, efficiently and with due skill and care in accordance with the Contract. The Company shall be given the opportunity to monitor and test the Supplier's performance. The Supplier shall co-operate in a loyal manner with The Company and safeguard The Company's interests.

Any requests made by The Company shall be responded to by the Supplier without undue delay.

The Supplier may not hand over/transfer substantial parts of the Service to a third party without written consent from The Company. Such consent does not discharge the Supplier from any of its duties and obligations under the Contract.

If the Contract identifies any principal personnel, the Supplier shall have the right to substitute the principal personnel with suitably qualified and experienced personnel. The Company may reject a substitute proposed by the Supplier if The Company is not satisfied that the substitute has the skills and experience required to perform the Service. If the Supplier uses a substitute, The Company shall have no contractual, financial or legal relationship with the substitute and the Supplier shall have sole responsibility for arranging payments to the substitute. The Supplier shall pay all costs and expenses related to training of new personnel.

The Supplier shall ensure that salary and working conditions for its employees comply with relevant national laws.

If any of the Supplier's personnel conduct themselves in a blameworthy manner or are otherwise unsuitable for performing the Service, the Supplier is obligated to replace the personnel immediately at its own cost.

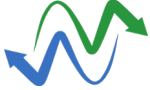
The Service shall be executed in accordance with The Company's code of conduct/ethics in business relations, as they read from time to time.

The Supplier is responsible for all documents, descriptions and instructions in its custody and must protect these from accidental damage or destruction, such documents, descriptions and instructions not being located in The Company's premises.

## 2 QUALITY ASSURANCE

The Supplier is obligated to maintain a satisfactory system for quality assurance adjusted for the Service. At the request of The Company the Supplier shall document such system for The Company. The Supplier is responsible for the Service being performed in accordance with quality requirements normally being used for similar services.

The Company has the right to demand that the Supplier prepares a quality plan to ensure the quality of the Service.

	<b>NORTHCONNECT PROJECT</b>	Page	: 8 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

The person to whom the Supplier reports at The Company, is responsible for relevant quality documents in The Company's custody being accessible to the Supplier. Prior to execution of the Service, the Supplier is obliged to ensure that it is familiar with such quality documents. The execution of the Service shall be in compliance with the relevant quality documents.

### 3 RIGHTS TO RESULTS

Unless otherwise agreed, the results of the Service become the exclusive property of The Company at the time they are created. Such exclusive rights to the results of the Service include; all reports, drawings, specifications and similar documents, as well as computing programs developed in connection with the Service. The exclusive rights also include the right to change the results and transfer the results to a third party.

Excepted from The Company's property rights are documents and computing programs which are protected pursuant to Norwegian Law, and which remain the Supplier's property. However, when such documents and computing programs are necessary for operation, inspection, condition control and maintenance, the Supplier shall nevertheless hand over such documents [and computer programs] to The Company. Such documents cannot without consent from the Supplier be used by The Company for other purposes than the abovementioned.

The Supplier cannot without written consent from The Company, assign any rights in the results of the Service to another employer/client, however the Supplier may utilize the competence it developed during the course of performing the Service for development of its own business.

### 4 CHANGES

The Company may instruct the Supplier to make changes regarding quality, quantity and changes to the progress schedule. The changes required must be within the parties' reasonable scope of expectations at the point in time when the Contract was signed.

Upon receiving such notice of change the Supplier is obligated to within reasonable time respond to notify The Company about any potential impact these changes may have on the consideration payable for the Service and the progress schedule.

If the Supplier becomes aware of any necessary changes to the Service, the Supplier shall immediately give written notice of such changes to The Company.

The consideration to be paid for such changes shall be in accordance with the Contract's price level. If the changes result in cost savings for the Supplier, The Company shall be compensated equally.

Changes shall be confirmed with a written change order from The Company before being effectuated.

Upon receipt of a change order, the Supplier shall without undue delay implement the changes, even if the impact on price, progress plan and other conditions in the Contract are not yet determined.

### 5 POSTPONEMENT

The Company is entitled to postpone the entire Service or parts of the Service by written notice to the Supplier. Upon receiving such notice, the Supplier is obligated, without undue delay, to reply and inform The Company of any potential consequences the postponement may have on accomplishment of the Contract. The Supplier shall resume the Service immediately after receiving notification from The Company.

If the postponement lasts for more than 30 days longer than notified by The Company, the Supplier is entitled to terminate the contract by written notice to The Company.



	<b>NORTHCONNECT PROJECT</b>	Page	: 9 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

In the period of postponement, the Supplier may only demand payment of documented and necessary costs and expenses incurred in connection with demobilisation and mobilisation of personnel. For avoidance of doubt, subject to Clause 11 (Restrictive Covenants), the Supplier shall be free to provide services to any other person during the period of postponement.

## **6 PRICE, INVOICING, PAYMENT**

### **6.1 Price**

The agreed prices shall cover all of the Supplier's costs and expenses related to the Service other than travel and accommodation costs and expenses. The prices are fixed for the duration of the Contract, and may only be amended if:

- amended law and regulations results in public duties or taxes being accrued or lapse; or
- the duration of the Service lasts for more than two years: in such case contracts with hourly based rates can be renegotiated.

The Company is obligated to provide office supplies and necessary computer access, as well as resources for photocopying, if the Service is executed at The Company's premises.

### **6.2 Invoicing/Payment**

Unless otherwise agreed, The Company is obligated to pay within 30 days of receiving a correct invoice prepared in accordance with this clause 6.2. Specifics and documentation shall be provided at the same time as the invoice to enable The Company to verify the costs and expenses set out in the invoices. All invoices regarding time spent shall include detailed specifications on spent hours together with approved time sheets. Disbursements and other costs and expenses shall be specifically stated in the invoice and the Supplier shall provide such receipts or other evidence as The Company may reasonably require to verify the same.

All invoices shall be marked with the contract-number and/or other references agreed between the parties and shall clearly state what the amount relates to. The Company is entitled to return all invoices which are not in compliance with these conditions.

Unless otherwise agreed, the Supplier shall issue invoices on a monthly basis.

The Supplier shall send The Company a final invoice within 60 days after The Company has approved performance of the Service. The final invoice shall cover all of the Supplier's costs and expenses in relation to the Contract and the Service. Claims not being included in the final invoice can under no circumstances be invoiced for at a later date.

Invoice fees or other types of fees are not accepted.

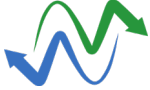
## **7 BREACH OF CONTRACT/ RESCISSION OF THE CONTRACT**

### **7.1 Duty to give notice**

If the Supplier is not able to fulfil its obligations as agreed, the Supplier shall as soon as possible notify The Company in writing about this. The notification shall state the reason and if possible, when the Service is expected to be performed. The same applies in case of further anticipated delays after such first notice is given.

### **7.2 Delay of the performance**

The Supplier is responsible for any delays which have clear and direct connection with the Supplier's performance of the Service.

	<b>NORTHCONNECT PROJECT</b>	Page	: 10 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

A delay shall be considered to exist when the Service is not performed contractually in accordance with the progress schedule.

### **7.3 Defective performance**

If the Supplier does not perform the Service in accordance with the Contract, the Supplier is responsible in accordance with the provisions in clause 7.4.

The Supplier is not responsible for consequences of wrong solutions or methods prescribed by The Company, or errors in material delivered by The Company however if the Supplier should have discovered the error and notified The Company in accordance with clause 8.1, the Supplier is responsible if such notification would have remedied the defect or the consequences thereof.

The Company's approval of proposals or project/design material does not relieve the Supplier of its responsibility to perform the Service in accordance with the Contract, unless the Supplier has made The Company specifically aware of the risk involved in choosing a particular proposal or project/design material.

The Company loses its right to make a claim against the Supplier for defective performance if The Company does not notify the Supplier within reasonable time after having discovered the defect. Notification of defects may not be submitted more than 6 months after The Company's written approval of the performance of the Service. Regarding corrective work, the same shall apply, from the time such work was completed. As long as the Supplier performs corrections or other activity necessary for correct fulfilment of its contractual performance, the Company shall not make a claim against the Supplier for defective performance.

### **7.4 The effect of defective performance**

In case of notice of a claim from The Company for defective performance by the Supplier, the Supplier is obligated to correct the defect immediately at its own cost. Postponement of the corrective work is possible if The Company has a justifiable basis to demand so. The corrective work shall be accomplished without any costs for The Company.

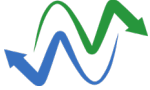
In case of a substantial breach of the Contract by one party, the other party is entitled to give written notice of termination of the Contract with immediate effect. Any breach of the Supplier's or its subcontractor's official legal requirements, including breach of obligations pursuant to the Norwegian Act of General Application of Wage Agreements inflicting negative consequences for The Company, shall always be considered as a substantial breach. In such situations The Company has the right to refuse the Supplier's offer of corrective measures.

### **7.5 Liability**

The Supplier's total liability in connection with the services, including the total liability of the Supplier or any of the Supplier's employees or subcontractors, is limited to the Supplier's total aggregated fees invoiced to The Company under this Contract in the twelve months preceding the liability event. This liability limitation does not apply if the Supplier has acted with gross negligence or with intent.

## **8 FORCE MAJEURE**

Neither party is responsible for non-performance due to an event beyond its control, which the affected party could not have reasonably foreseen at the time of the conclusion of the Contract and the event and/or its consequences could not have been avoided or overcome. This includes events considered force majeure in accordance with Norwegian Law. The affected party's obligations are suspended as long as the event lasts. The other party's performance is also suspended as a consequence of the affected party's suspension.

	<b>NORTHCONNECT PROJECT</b>	Page	: 11 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

Both parties are obligated to notify the other party immediately if there are affected by an event of force majeure, and the notification shall include a description of the event, the cause of the event and its effect on the affected party's ability to perform.

Both parties have the right to terminate the Contract if the force majeure event lasts, or the parties agree that it is clear that it will last, more than 60 days.

## 9 TRANSFER OF RIGHTS AND OBLIGATIONS

The Company can transfer its rights and obligations under this Contract to another company being partly or wholly owned by The Company on the same terms and conditions, provided all rights and obligations under the Contract are transferred.

The Supplier may only transfer its rights and obligations under the Contract by written consent of The Company. This also applies if the Supplier is subject to merger, demerger, or if the assignee is a subsidiary or another company within the same group as the Supplier.

## 10 CONFIDENTIALITY

All information given to the Supplier in connection with this Contract and the accomplishment of the Contract shall be treated confidentially and shall not be disclosed to a third party without the written consent of The Company, subject to the following conditions in this clause 10.

The Supplier may disclose information given to the Supplier in connection with this Contract to its employees, sub-contractors and third parties performing the Service on behalf of the Supplier in connection with accomplishment of the Contract providing that the Supplier shall ensure such employees, sub-contractors and third parties are first bound by duties of confidentiality no less onerous than set out in this Contract and providing that the Supplier may only disclose such information to the degree necessary for accomplishment of the Contract.

The confidentiality obligation remains in force for [x] years after completion of the Service. The Supplier must desist from using such confidential information as mentioned in this clause 10 in its own business or in service or work for a third party. The Company has the right to demand that the Supplier and prospective sub-contractors sign a non-disclosure agreement prepared by The Company.

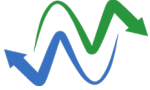
## 11 RESTRICTIVE COVENANTS

The Supplier acknowledges that, during the performance of the Services for The Company, the Supplier will be privy to confidential information and that the Supplier will make, maintain and develop personal knowledge of, influence over and valuable personal contacts with The Company's, clients, suppliers, staff and third parties. The Supplier therefore covenants that he shall not:

- during the term of this Contract, directly or indirectly have any economic interest in any activity which in any way competes with the activities of The Company at the time in question;
- during the term of this Contract, be employed in or in any other way, including but not limited to roles as an advisor, consultant and/or board member, work for any enterprise competing with the Company.

Subject to the above provisions, the Supplier shall be free to provide services to any other parties at any time, either before, after or concurrently with the Services, provided that the provision of those other services does not affect the performance of the Services for The Company.

## 12 NO EMPLOYMENT

	<b>NORTHCONNECT PROJECT</b>	Page	: 12 of 12
		Contract No.	: insert
		Version date	: 10.01.2019
		Ver. No.	: 1.0

The Suppliers representative, principal personnel and/or any substitute is and shall remain an employee of the Supplier, and no employment shall be construed between (i) the representative, principal personnel and/or the substitute, and (ii) The Company pursuant to this Contract. For avoidance of doubt, the Supplier's representative, personnel and/or any substitute shall not be entitled to receive holiday pay, sick pay, parental leave or any other benefit or benefit-in-kind from The Company, except where specifically provided under this contract.

## **13 DISPUTES**

### **13.1 Choice of law**

The rights and obligations arising from the contract shall be governed by and interpreted in accordance with Norwegian Law.

### **13.2 Negotiations**

If the parties fail to agree on the interpretation or legal effect of the Contract, the parties shall seek to solve their differences through negotiations.

### **13.3 Legal proceedings or arbitration**

If the negotiations do not result in a mutual agreement, the dispute shall be settled by the Norwegian court of justice.

The Company can unilaterally decide that the dispute shall be settled in accordance with the Norwegian Arbitration Act.

Kristiansand District court is the agreed forum for legal proceedings and the arbitration court shall be set in Kristiansand.

\* \* \*