

CONTRACTUAL DOCUMENT

CONTRACT NO. **[Insert Contract Number]**

(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

Supplier Full Name

(Hereinafter referred to as the Supplier)

Company registration No.: **[]**

Office address: **Address**

Concerning the supply of

Cable Installation Engineering Services
(hereinafter referred to as the Service)

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 TJENESTEKJØP – English Translation)»

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: dd.mm.yyyy

Date: dd.mm.yyyy

for NorthConnect

for the Supplier

Fredrik Rüter, Engineering Manager

Name, Position

1 THE SCOPE OF THE SERVICE

See Job Description

2 WORK SCHEDULE

2.1 Work Schedule

The Service shall commence on [xx Jan 2018], and shall continue until notice is given by either party according to section 5.

2.2 Milestones

According to project plans.

3 COMPENSATION

3.1 Rates

Hourly rates: [•]

The Supplier is expected to work [50-100] % of a full-time basis for the Company during the term of this Agreement. Work exceeding this basis must be approved in advance by the Company on a monthly basis.

Rates are valid through 2018.

Expenses related to travel and accommodation will be compensated without add-ons. Travels shall be in economy class if possible.

The parties may agree on fixed prices for defined work packages.

4 ADMINISTRATIVE REQUIREMENTS

4.1 NorthConnect's representative

Fredrik Rüter will be The Company's representative in connection with the Service. The Consultant shall report to Marine Installation Manager

4.2 The Supplier's principal personnel

The Service shall be performed by:

[Name(s) of Supplier personelle performing work]

4.3 Organisational Chart

[Reference is made to project charter./ Not applicable.]

4.4 Presence

[According to agreement with The Company's representative. / Not specified.]

4.5 Registration of hours worked

The Supplier shall on a calendar-monthly basis record hours worked by means of The Company's electronic work-time recording system.

4.6 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

Kjøita 18

4630 KRISTIANSAND S

.....but PDF e-mailed to 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 [Contract Number] Att: 100 357, Erik Gunnufsen
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 [email address of northconnect contract]

4.7 Queries

Any written queries regarding this Contract shall be addressed to:

NORTHCONNECT	
NorthConnect KS Postboks 603 Lundsiden 4606 KRISTIANSAND Norway	
Contact	[Name of NorthConnect Contact]
Mobile phone	[Number of NorthConnect Contact]
E-mail	[Email of NorthConnect Contact]

THE SUPPLIER	
[Supplier address specification]	
Contact	[Name of Supplier Contact]
Telephone	[Number of Supplier Contact]
Mobile phone	[Number of Supplier Contact]
E-mail	[Email of Supplier Contact]

5 TERM & TERMINATION

This Agreement enters into force on [date] and runs until terminated by either Party upon 3 month's written notice thereafter, during which the Agreement may not be terminated.

The Company is entitled to cancel the service by 3 month's written notice.

The Supplier is entitled to terminate the Contract by 3 month's written notice.

The Company may terminate the Agreement 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 as agreed in section 3, for the (work) % of a full-time described in the same section.

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 high professional skills in accordance with the contract. The Company shall be given the opportunity to control 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 replied by the Supplier without undue delay regarding circumstances the Supplier must or should understand could affect the Supplier's accomplishment of the service, including potential anticipated delays.

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 appoints any key personnel with the Supplier, replacement of such personnel shall be approved by The Company. Approval may only be refused on reasonable grounds. 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 are in accordance with the general public wage agreements (*Nw: forskrift om allmengjøring av tariffavtale for byggeplasser i Norge jf. Forskrift om informasjons- og påseplikt og innsynsrett*). This only applies for employees who directly contribute to fulfilling the contract. All agreements made by the Supplier involving performance of the services under the frame agreement shall include equivalent obligations. The general manager of the business/company is liable for compliance with this rule. At the request by The Company, the Supplier is obligated to, at any point in time, present documentation of applicable salary- and working conditions for its employees and any sub-contractors.

If any of the Supplier's personnel conduct themselves in a blameworthy manner or is 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 in case of 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 by The Company the Supplier shall document such system for The Company. The Supplier is liable 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.

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 result of the service is the exclusive property of The Company as it is performed. 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 rights also include the right to changes and transfer 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 to The Company, having unrestricted rights to the documents. 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, assume any assignments for another employer/client, provided the new assignments are directly based on results from assignment(s) performed for The Company, but the Supplier may utilize the competence 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 and notify The Company about potential influence on consideration and the progress schedule.

If the Supplier becomes aware of any necessary changes, the Supplier shall as soon as this becomes clear to the Supplier, 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 effectuated.

Upon receipt of a change order, the Supplier shall without undue delay implement the changes, even if the influence 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 what is notified, the Supplier is entitled to terminate the contract by written notice to The Company.

In the period of postponement, the Supplier may only demand coverage of documented and necessary costs and expenses incurred in connection with demobilisation and mobilisation of personnel.

6 PRICE, INVOICING, PAYMENT

6.1 Price

The agreed prices shall cover all of the Supplier's costs and expenses related to the service. The prices are fixed in 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.

Working hours are normally between 08.00 AM – 16.00 PM Monday to Friday, and any additional work beyond this shall not influence the hourly rates.

The Company is obligated to ensure/compensate office supplies and necessary computer access, as well as resources to copying, if the service is executed at The Company's premises.

During performance of the contract, travel and expenses shall be compensated at cost, with no mark-up or additions.

6.2 Invoicing/Payment

Unless otherwise agreed, The Company is obligated to pay within 30 days from receiving a correct invoice. Specifics and documentation shall follow the invoice enabling The Company to control 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.

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 send an invoice within the expiration of every month.

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 claims according to the contract. Claims not being included in the final invoice can under no circumstances be put forward later on.

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 of the problem 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 circumstances on the Supplier's side.

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 service suffers of defective performance, 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 the basis material delivered by The Company. If the Supplier should have discovered the error and notified The Company in accordance with clause 8.1, the Supplier is still 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 deprive the Supplier of its responsibility to perform the service in accordance with the contract, unless he has made The Company specifically aware of the risk involved choosing a particular proposal or project/design material.

The Company loses its right to invoke a defect if he does not notify the Supplier within reasonable time after having discovered the defect. Notification of defects may not be submitted more than 24 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 time allowed for claims do not apply.

7.4 The effect of defective performance

In case of notice of a claim from The Company, 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, both parties are entitled to demand termination of the contract with immediate effect. Any breach of the Supplier's or its sub-contractor's official legal requirements, including breach of obligations pursuant to the Norwegian Act of General Application of Wage Agreements inflicting negative consequences also 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

Total liability for 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 Agreement in the last 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 impediment beyond its control and that it could not reasonably be expected have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences. This includes impediments considered force majeure in accordance with Norwegian Law. The influenced party's obligations are suspended as long as the impediment lasts. The other party's performance is also suspended as a consequence of the other party's suspension.

Both parties are obligated to notify the other party immediately if they want to revoke force majeure, and the notification shall include impediment, its reason and its effect on the ability to perform.

Both parties have the right to terminate the contract if the force majeure situation lasts, or if 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 receiving company is a subsidiary or another company within the same group.

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.

This also applies to all of the Supplier's employees, sub-contractors and third parties performing the service on behalf of the Supplier in connection with accomplishment of the contract. However, if it is necessary for fulfilling the obligations in the contract, the Supplier may disclose such information to the degree necessary for accomplishment of the contract. The Supplier is obliged to actively prevent that information subject to confidentiality does not become known to third parties.

The confidentiality obligation also remains in force after completion of the service. The Supplier must desist from using such confidential information as mentioned in this clause 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 Agreement, 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 Agreement, 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 competing enterprise;

12 NO EMPLOYMENT

The Suppliers representative is and shall remain an employee of the Supplier, and no employment shall be construed between the Representative and the Company pursuant to this Agreement.

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.

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