
AGREEMENT CLAUSES FOR COOPERATION WITH AZETS INSIGHT AS

Appendix to the Assignment Agreement

1. GENERAL

Azets Insight AS (“Azets”) is an authorised accounting company subject to inspection from the Financial Supervisory Authority of Norway. The framework for accounting companies is described in the Good Accounting Practices Standard, which also further states the type of prerequisites that external accounting companies must normally fulfil to accept and execute an assignment.

2. STAFFING

In general, at least two of Azets’ employees are connected to an assignment, as this enables Azets to cover assignments in the event of illness and holidays. Azets always staffs assignments with the employee(s) that Azets deems most suitable. Customer impact plays a role when selecting staff.

3. PHYSICAL EXECUTION OF WORK TASKS

Azets executes assignments according to the wishes of the Customer at the designated business address or at Azets’ office. If Azets primarily executes tasks at the Customer’s business address, time spent on carrying out regular checks and documentation work will be invoiced, in addition to planning and adaptation at Azets’ office.

If Azets’ employees are sent to the Customer’s premises, they must be allowed to access Azets’ data solutions online.

4. CERTIFICATION RESPONSIBILITY

When it is agreed that Azets shall be responsible for certification, a public certified accountant shall always be appointed to secure the quality of the work performed through annual certification checks.

Azets will annually check the work performed by Azets’ non-certified employees on assignments that fall under the certification responsibility to ensure that the work has been carried out according to Azets’ standards.

5. ACCOUNTING AND PAYROLL SYSTEM

Azets will carry out the work on the Customer’s accounting/payroll system or that of Azets. Azets has expertise, or will acquire expertise (following agreement) on the most common accounting and payroll systems.

If Azets uses the Customer’s systems to carry out work, the Customer is responsible for incorporating the relevant data access restrictions. Azets’ work on the Customer’s accounting and payroll system shall comply with the Customer’s issued guidelines.

Statutory specifications shall be made available to Azets for a period of five years after completion of the assignment. If the Customer intends to delete or shred material before the end of the five years, the Customer shall forward the statutory specifications to Azets in advance. The same applies if the Licence/Service Agreement is terminated.

Azets has internal IT instructions, which include data exchange, regular backups and the utilisation of updated antivirus programmes. Azets cannot be held liable if e-mails or other data media from Azets contains a virus or in any other way cause problems for the Customer's IT systems.

The Customer is responsible for taking out adequate insurance against losses and reconstruction of all data during the entire assignment period. If Azets' internal solutions are used, Azets' liability for reconstruction of lost data as a result of Azets' negligence will be limited to one month's fees based on the normal contractual fees for a 12-month period, excluding VAT, but not higher than NOK 50,000.

The Parties are responsible for the operation, maintenance and backup of their own IT systems.

6. DUTY OF CONFIDENTIALITY

The Parties and their employees are subject to the duty of confidentiality in relation to all confidential information that comes to their knowledge about the other Party in connection with the assignment. Confidential information is considered all personal data, all secret information, information that has a business value to one of the Parties, or after a prudent assessment, is not or should not be publicly known or made available.

The duty of confidentiality is waived if applicable law states that the information shall be publicly known when conducting quality controls arranged by Accounting Norway in accordance with good accounting practices, when changing accountants as part of the agreed internal control with another accounting agency or when the Customer gives special permission to do so.

Azets can always, upon its own discretion and following its own initiatives, disclose information about important matters to individuals who are, according to legislation, personally liable for the Customer's accounts.

7. AZETS' DUTY TO INFORM AND ASSIST

The Customer has been informed of statutory legislation that requires Azets to respond to enquiries from public authorities regarding the Customer's finances and accounts. Azets will normally inform the Customer if Azets is required to provide such information/assistance. Azets has the right to invoice the assistance according to time spent.

The Customer has also been particularly informed about Azets' duty to report to the National Authority for Investigation and Prosecution of Economic and Environmental Crime pursuant to the Norwegian Money Laundering Act. Should the Customer have the duty to report under the same Act, the Customer recognises whole and self-responsibility for maintaining such a duty.

8. OBLIGATIONS

The Customer shall inform Azets about his operations, and describe specific financial and legal matters that may affect Azets fulfilment of the assignment pursuant to the rules set out in Norwegian accounting and tax laws. In addition, see the obligations set out in the Norwegian Accounting Act. The Customer shall immediately inform Azets of any significant changes to the execution of the assignment and presentation of the accounts, as well as acknowledge responsibility for updating documentation relating to the parts of the accounts/payroll system, etc., for which the Customer is responsible under the Assignment Agreement. For example, Azets shall be informed of the following matters: notices and information from public authorities; termination of key employees; significant changes in terms of ownership or when the company is exposed to great risks due to new services or business segments; etc.

If the assignment concerns accounting services, the Customer is obliged to give Azets information about any matters that must be entered into the annual accounts or tax statements that are not otherwise specified in the accounts. Alternatively, Azets must be allowed to gather the information if Azets knows of such matters.

If the assignment concerns accounting services, Azets is obliged to keep the Customer's accounts in accordance with the applicable rules set out in accounting legislation. This also includes keeping the books in a way that enables accounting information to be reported and specified according to the requirements of bookkeeping legislation and the Norwegian Accounts Act, and to discretionally ensure that the accounts comply with statutory regulations, for example, the Norway Tax Act, Tax Administration Act and Value Added Tax Act. Furthermore, Azets is also obliged to inform the Customer of any relevant legislation within the framework of the work regulated by this Assignment Agreement. Nevertheless, Azets is not responsible for generally informing the Customer about every amendment to rules governing tax, VAT and IFS, etc.

The Customer is obliged to forward all correct and complete vouchers/documents to Azets. This also includes making all debits and credits identifiable so they can easily be attributed to the correct invoice or other source of reference.

Azets shall notify the Customer if any vouchers/documents are clearly missing or the forwarded vouchers/documents are inadequate.

The Customer is obliged to correct any inadequacies immediately. Azets bears no liability if the assignment, including the accounts, is incorrect due to missing or inadequate vouchers/documents or if the latter are submitted late, unless it is clearly evident that Azets should have detected the shortcomings and failed to inform the Customer.

The Customer is responsible for giving Azets access to the Customer's IT systems, the bank, other systems and registers when essential to Azets' work, and for ensuring that they function satisfactorily.

As soon as the Customer receives the accounts or accounting reports/specifications/payroll reports from Azets, the Customer must review them and notify Azets of any potential errors found by the Customer. Azet's must always be given the opportunity to correct any errors or shortcomings. All claims for damages or compensation for time spent or losses in connection with the correction of any asserted errors carried out by the Customer, a new accountant, auditor, etc., will be rejected, as Azets must be given the opportunity to correct its own mistakes first.

The Customer must forward the vouchers to Azets within the deadlines set out in the Assignment Agreement. Azets is not liable for the consequences of delays caused by the late delivery of material or other matters beyond Azets' control.

Prior to the start of the assignment, the Customer must submit a description of the routines for the processes affecting the tasks that Azets shall perform for the Customer.

Azets is entitled to continually improve and optimise processes and systems attached to the services, including the implementation of changes, upgrades, modifications and replacement of systems, software and work procedures, provided that the Customer does not suffer any significant adverse effects. The Customer is obliged to actively influence such processes.

9. STORAGE

The portion of the Customer's accounts/payroll material that is left under the care of Azets pursuant to the Assignment Agreement shall be stored with due care and in accordance with the requirements of Norwegian bookkeeping legislation.

Nevertheless, any responsibility acquired by Azets in connection with mandatory storage of the Customer's accounts/payroll material will be waived upon termination of the Assignment Agreement.

After the notice of termination period has expired, the Customer will be given 90 days to specify whether they wish to take over the accounting material.

Should the Customer want Azets to store the accounts/payroll material after termination of the Assignment Agreement, it must be specially agreed and fees will then apply. After the 90-day deadline has expired, it will be assumed that Azets can shred, delete or destroy all accounting material, including any backups, without further notice at the expense and risk of the Customer provided that Azets has fulfilled the conditions of Good Accounting Practices (GRFS), Clause 4.7.

10. UTILISING EXPERTISE

The Assignment Agreement also includes Azets' utilisation of expertise and consultants in connection with the Customer's questions in areas that we deem are naturally linked to the assignment.

Consultancy assignments are agreed separately.

11. SUBSUPPLIERS

The Parties are free to engage third parties to carry out tasks under the Assignment Agreement and will be fully responsible for the execution of the tasks in the same way as if the Party had executed the task, unless otherwise expressly agreed between the Parties.

12. LIABILITY

Accountants' liability is limited to the work that Azets carries out for the Customer at any given time.

Azets or Azet's employees cannot be held liable financially or in any other way for existing or later erroneous entries in the company's financial system caused by any other individual than Azets' employees. Azets will not accept responsibility for errors or unintentional occurrences in the Customer's books or reports caused by errors in the Customer's record systems.

The Customer is responsible for ensuring that Azets' employees do not have access to the Customer's liquid assets, unless necessary for the Assignment Agreement. In which case, only two of Azets' employees shall have joint procuration. The Customer's appointed person in charge shall always approve dispositions, etc., that might have financial consequences prior to implementing a disposition. This shall be done according to the agreed procedure

If the Customer issues keys, etc., to Azets' employees, the Customer is responsible for ensuring that Azets' employees sign for the receipt and return of the issued item(s).

If the Customer gives passwords and alarm codes, etc., to Azets' employees, the Customer (to the extent the Customer finds necessary) is responsible for changing them if the employee resigns or cooperation with the Customer ceases.

Physical employment on the premises of the Customer shall always fulfil applicable legislation and recommendations for the organisation of workplaces and the working environment, etc.

The Customer is responsible for keeping informed about notifications from the public authorities www.altinn.no, including notices about charges, daily penalties or other sanctions for late or non-submission of notifications,

reports, etc. The Customer shall without undue delay inform Azets of such notifications. Azets cannot be held liable for sanctions caused by the Customer's late or non-communication of such notifications.

Azets or Azets' employees cannot be held liable for losses caused by hackers accessing the Customer's e-mails, e-mails that have been subjected to so-called 'CEO phishing' or other form of cyber crime or fraud in the Customer's systems.

13. INTELLECTUAL RIGHTS

Unless otherwise expressly specified in an agreement between the Parties, nothing in the Assignment Agreement shall be interpreted to mean that intellectual rights can be transferred to the other Party. Copyright and all other rights to intellectual capital that is or will be developed in connection with the Assignment Agreement herein, including systems, modules, methods, software and know-how, belong to Azets.

Copyright and all other rights to intellectual capital in all reports and other material prepared by Azets also belongs to Azets, however the Customer is fully entitled to use such material internally in the Customer's organisation during the Agreement Term. If the Customer wants to use such material outside the Customer's own organisation, Azets' prior written consent is required.

If one of the Parties intends to use software or other intellectual property owned or licensed by the other Party to execute their rights and obligations under the Assignment Agreement, the Party shall ensure that the other Party is given the necessary rights to do so. Both Parties guarantee that they possess all the necessary rights to assign such a restricted right to the other Party, and shall replace and indemnify the other Party of all third party claims that result from a potential defect in title when using third party intellectual rights.

Nevertheless, the rights set out in the Assignment Agreement, and underlying licences and rights to the electronic service or intellectual rights, are covered by the electronic services and other intellectual rights that the Customer purchases from or through Azets under the Assignment Agreement.

14. INVOICING AND PAYMENT TERMS

In general, invoices will be issued once per month for the executed work. The payment terms are normally 21 days after the invoice date. In the event of late payment, late payment interest at the applicable rate will be applied in accordance with the Norwegian Interest on Late Payments Act. Reminders are sent 15 days after the due date. Azets reserves the right to stop work in the event of non-payment or if the Customer's credit rating drops.

Azets reserves the right to invoice in advance with repeated late payment from the Customer. The same applies if the Customer experiences serious cash flow problems or a lower credit rating.

Additional work caused by the Customer's late payment, cash flow problems or lower credit rating will be invoiced according to time spent.

Additional work caused by correcting errors or shortcomings in the accounting/payroll material that occurred before entering into the Assignment Agreement and are necessary in order for Azets to fulfil its own obligations under the Assignment Agreement, in addition to extra work as a result of the Customer's breach of obligations under the Assignment Agreement, will be invoiced according to time spent. Extra work beyond that specified in the Assignment Agreement can be agreed and invoiced according to time spent or a special agreement.

15. BREACH

The Party who wishes to claim that the other Party is in breach of their obligations under the Assignment Agreement must complain in writing to the assignment manager without undue delay.

A breach has occurred when one of the Parties fails to fulfil their obligations under the Assignment Agreement. The Parties can demand ordinary remedies for breach upon clarification of the breach.

The Parties have the right to rescind the Assignment Agreement for future services should one of the Parties commit a breach.

Otherwise, Azets will be considered in gross breach if:

- the bookkeeping and/or the prepared accounts severely deviate from the rules governing bookkeeping/preparation of accounts and Azets is solely responsible;
- Azets' deadline for delivery of the accounts with one week's notice is not met and the Customer has fulfilled all obligations pertaining to timely submission of complete vouchers and other materials in the agreed format.

Otherwise, the Customer will be considered in gross breach if:

- the Customer has not paid Azets' fees or other demands on the due date and payment is not made within 14 days after a written reminder;
- Azets is not given the opportunity to perform its assignment in a proper way, for example, Azets does not receive relevant documentation, etc.;
- an attempt is made to order Azets to carry out the assignment in a way that contravenes laws and regulations.

Rescindment of the Agreement shall be declared in writing in the named 'Statement of Rescindment', which shall be sent in a secure way to the assignment's contact person. The Statement of Rescindment shall include a brief summary of the reason for rescindment.

Azets disclaims liability for occurrences in the form of new legislation, orders from the authorities, war, war-like events, strikes, lockouts, blockades or other matters out of Azets' control that make it significantly difficult or prevents Azets from carrying out its obligations under the Assignment Agreement.

Azets has the right to retain its self-produced material (accounting reports/statements, specifications, etc.) pending payment for fees or other claims against the Customer.

Azets has the right to immediately shut down access to software, systems, etc., in the event the Customer commits a breach, provided that the Customer is allowed to inspect work that has already been performed and paid for.

The Parties are always only responsible for direct and documented losses that can acceptably be attributed to the breach. Damages for indirect losses, including, but not limited to the loss of data, profits, turnover, expected savings, etc., cannot be claimed.

The maximum damages for the agreement term, including price discounts and compensation are limited to a sum equivalent to the contractual fees for a six-month period based on the normal contractual fees for a period of 12 months, excluding VAT. Such a limitation will not however apply if the breaching Party, or someone to whom the Party answers, has exercised gross breach or intent, but the demarcation of indirect losses will apply in such instances. A gross breach will not apply if losses occur and Azets has used data as a basis or other material supplied by the Customer or someone to whom the Customer answers.

Azets disclaims all liability for direct or indirect losses caused by operation stoppages or communication-related problems, errors on the part of the Customer and credit institution/BBS (Nets Group), etc., errors in the data system and/or communication network, electronic services or other partners used by the credit institution/BBS and/or the Customer. Azets disclaims all liability for direct and indirect losses caused by the consequences of delays due to downtime prompted by, for example, interrupted telephone lines. Azets will however always try to correct errors, shortcomings and delays that might arise due to the above situations. Extra work caused by

shortcomings or delays outside Azets' area of responsibility will result in additional invoicing according to time spent.

16. TERMINATION

The notice period has been set to six months, unless otherwise specified in the Assignment Agreement.

It will run from the first of the month after the other Party has received written notice of termination. During the notice period, Azets shall perform all tasks described in the Assignment Agreement.

If the notice period expires during the financial year, Azets' will also have the task of finalising the annual accounts and completing tax documents if this is part of the assignment, unless the Customer informs Azets when giving notice that Azets is not required to prepare the annual accounts.

Termination shall be made in writing to the assignment manager clearly indicating that it is a notice of termination and the parts of the assignment that are being terminated, if applicable.

If the Customer decides not to allow Azets to carry out the agreed work during the notice period, Azets can still demand the payment of fees, but at a reduced rate, i.e. 75% of the fees, which is considered an average fee based on fees for the previous 12 months before termination, excluding VAT. Should some of the notice period coincide with the Customer's customary annual settlement period, and Azets normally performs this, the fees for the annual settlement in the previous year shall be included in the basis.

17. SUBMISSION OF ACCOUNTS/PAYROLL MATERIAL UPON RESCINDMENT/TERMINATION OF THE ASSIGNMENT AGREEMENT

In connection with rescindment/termination of the Assignment Agreement, Azets is obliged to hand over all the accounts/payroll material that Customer has not previously possessed, unless the clause on retainment rights is applied.

Bookkept information that shall remain electronically available shall be forwarded in the accounting system's file format.

This does not apply however if the Customer is exempt from the requirement, cf. the Norwegian Bookkeeping Regulations, Section 7-7.

Such delivery must then be specially agreed between the Parties either in an appendix to the Assignment Agreement or when the situation arises.

Other accounting material shall be forwarded in its original medium. Material on paper that has been scanned is only forwarded electronically.

Azets is entitled to claim fees for time spent, in addition to the payment of any sub-suppliers for all the work Azets carries out in connection with finalising the Assignment Agreement and forwarding the accounting material.

When transitioning from Azets to a new accountant, Azets reserves the right to be informed about and potentially remedy errors/shortcomings that are detected by the new accountant.

18. DISPUTES

The Parties' rights and obligations under this Assignment Agreement shall be regulated and interpreted in accordance with Norwegian law. Should any disagreement arise between the Parties regarding the interpretation of the Assignment Agreement or other kind of dispute attached to the Assignment Agreement, each Party has

the opportunity to request a statement from the Norwegian Association of Authorised Accountants' Disciplinary Committee.

The presentation of questions before the disciplinary committee does not limit the Parties' rights to test the questions in a court of law.

Lawsuits against Azets shall be held at Azets' ordinary legal venue.

19. INSURANCE

Azets has professional liability insurance.

20. VALIDITY AND REVISION

The Agreement clauses are normally updated annually at the beginning of each year and the Customer is notified electronically. The new Agreement clauses enter into force immediately, unless otherwise notified, and they are considered accepted by the Customer if Azets is not contacted about the changes within 14 days after the date issued. The updated Agreement clauses are available at www.azets.no/avtaler

Oslo, 1st February 2019