

General Terms and Conditions for Supply of Services

(v 5.0 February 2023)

1. General

1.1 These General Terms and Conditions together with the attached Engagement Letter and its applicable appendices form the entire Agreement between Deloitte and Client. The Agreement replaces any previous agreements, or proposals for agreements, in relation to its subject matter (including but not limited to non-disclosure and confidentiality agreements). Neither Party shall be bound by any other standard terms and conditions submitted or otherwise communicated by the other Party unless both Parties have expressly accepted such additional terms and conditions in writing.

1.2 These General Terms and Conditions shall only apply to the extent (i) not otherwise agreed in the Engagement Letter, or (ii) not otherwise following from statutory law or regulations, including but not limited to the Auditor Act, which will apply to any audit services provided by Deloitte as part of the Services. Certain provisions in the General Terms and Conditions will not apply when Deloitte provides statutory audit services. Any mandatory law provisions shall always prevail over the provisions of the Agreement.

1.3 In the event of any conflict between the provisions of the Agreement, the various contract documents shall be given priority in the following order:

- the Engagement Letter;
- these General Terms and Conditions or any other standard terms and conditions agreed by the Parties in writing to apply to the Services (whether modified by the Parties or not); and
- all other appendices to the Agreement.

1.4 In the event Deloitte performs any Services prior to the Parties entering into the Agreement, the Agreement shall apply retrospectively from when Deloitte commenced with performing the Services.

1.5 Each Party is independent of the other, and this Agreement does not make either of the Parties an agent or legal representative of the other, nor does it create a partnership or joint venture. Each Party represents and warrants that it has the power and authority to sign and bind itself to the Agreement.

2. Definitions

2.1 "Affiliate" shall mean any entity which from time to time directly or indirectly controls, is controlled by or is under common control of a Party. Control shall mean the legal power to direct or cause the direction of the management of a company. For the purposes of these General Terms and Conditions Deloitte Advokatfirma AS (with its affiliates) shall be considered an Affiliate of Deloitte.

2.2 "Agreement" shall mean the Engagement Letter, its applicable appendices and these General Terms and Conditions (or any other terms and conditions agreed by the Parties in writing to apply to the Services) collectively.

2.3 "Auditor Act" shall mean the Act of 15 January 1999 No. 2 relating to auditing and auditors (or any updates or replacements of this).

2.4 "Client" shall mean Deloitte's client as further specified in the Engagement Letter.

2.5 "Confidential Information" shall mean any information of confidential nature, including but not limited to, technical, financial or commercial information, which is either designated by the disclosing party as confidential, by law or regulation is confidential or is by its nature clearly confidential.

2.6 "Deliverables" shall mean the output of the Services, created by Deloitte for Client, which may include reports, documents, advice, or other written or oral output or drafts thereof.

2.7 "Deloitte" shall mean Deloitte AS with Norwegian company registration NO 980 211 282.

2.8 "Deloitte Entity" shall mean each legal entity that is a member of the DTTL network of member firms (either directly or through a collaborative member firm such as e.g. the North South Europe region member firm), and the Affiliates and subsidiaries of each such legal entity.

2.9 "DTTL" shall mean Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, its network of member firms, and their related entities. Each of the member firms is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu", or other related names.

2.10 "Engagement Letter" shall mean the terms stipulating the contents of the Services (i.e. scope of the Services, Deliverables, timetable, fees) that have been agreed upon in a separate signed document or otherwise in writing, whether this is an Engagement Letter, an agreement, an email confirming the Engagement or similar.

2.11 "Intellectual Property Rights" shall mean any intellectual property right a Party may have, including but not limited to patents, designs, trademarks and trade names (whether registered or unregistered), database rights and copyright.

2.12 "Party" shall mean either Client or Deloitte and "Parties" shall mean Client and Deloitte collectively.

2.13 "Services" shall mean the work and service(s) to be provided by Deloitte to Client as specified in the Agreement.

2.14 "These General Terms and Conditions" shall mean these general terms and condition for provision of services by Deloitte.

3. Deloitte's Services

3.1 Deloitte agrees to provide the Services (i) in a professional manner, (ii) in accordance with the practices generally applicable in the industry, and (iii) in accordance with the specifications detailed in the Agreement.

3.2 Deloitte will use reasonable efforts to provide the Services in accordance with the timetable referred to in the Agreement or otherwise specified by the Parties. However, all dates given are intended for planning and estimating purposes only and is dependent of the timely cooperation of Client.

- 3.3 Deloitte is responsible for appointment of the personnel to perform the Services. Deloitte will ensure that the personnel will have the competence required for the Services. Client can request in writing replacement of personnel in event of demonstrated poor performance.
- 3.4 The Deliverables are only intended to be used for the purpose specified in the Agreement, and they may not be suitable for use at a different time, in different circumstances or to achieve other purposes. The Deliverables are intended for Client's internal use only, unless otherwise agreed with Deloitte or regulated by law or authorities.
- 3.5 Client shall not rely on any preliminary information or draft Deliverables given before the Services has been completed and confirmed in writing in the form of final Deliverables.
- 4. Responsibilities of Client**
- 4.1 The performance of the Services is dependent upon the timely performance of Client's responsibilities under the Agreement and timely decisions and approvals of Client in connection with the Services. Deloitte shall be entitled to rely on all decisions and approvals of Client.
- 4.2 The Client shall be responsible for (a) the performance of its personnel and agents; (b) the timeliness, accuracy and completeness of all data and information (including all financial information and statements) provided to Deloitte and its subcontractors by or on behalf of the Client and its Affiliates; (c) the implementation of any advice, recommendations, opinions or reports or other Deliverables in any form delivered to Client by or on behalf of Deloitte and/or its subcontractors as part of the Services; (d) making all management decisions and performing all management functions; (e) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services; (f) timely access to Client's premises and Client personnel; (g) promptly obtaining any approvals, licenses and security clearances; (h) evaluating the adequacy and results of the Services; (i) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities; and (j) the management of any third parties used by Client to provide information, materials or other assistance in support of the Services and for their performance, including the timeliness and quality of their input and work.
- 4.3 Client shall promptly inform Deloitte of any changes in Client's circumstances that may have an effect on the Services. In the event of any changes being identified to have an effect on the Services, the Parties shall incorporate the changes into the Agreement (with regard to e.g. price, timetable and Deliverables) in writing.
- 4.4 Client shall promptly notify Deloitte of any issues, concerns or disputes with respect to the Services. Unless otherwise agreed with respect to acceptance procedures, approval of a Deliverable shall be deemed given if Client has not, within two (2) weeks from the delivery of the Deliverable, in writing (i) provided Deloitte with a notice of an error or omission, or (ii) rejected the Deliverable. The approval mechanism under this clause also applies to partial Deliverables. The Services shall be considered concluded upon approval of the final Deliverables in accordance with this clause.
- 5. Fees, Expenses and Payment Terms**
- 5.1 Unless otherwise agreed in the Agreement, Deloitte's fees for the Services will be based on time incurred at Deloitte's standard hourly rates. Fee estimates given by Deloitte are only estimates and actual fees may be lower or higher.
- 5.2 During the term of the Agreement, Deloitte shall have the right to adjust its hourly rates in the following manner, provided that Deloitte gives Client at least 30 days' notice:
- Deloitte may increase its rates once per annum in line with Deloitte's price adjustment mechanism applicable to its clients generally; and
 - If any of Deloitte's personnel performing Services for Client is being promoted, Deloitte may increase that personnel's hourly rate. In such case, Client may request replacement of such personnel with another person on the initial position level that the promoted personnel had.
- 5.3 Daily allowance, travel, accommodation and other out-of-pocket expenses resulting from the Services shall be reimbursed by Client. Deloitte shall endeavour to keep such expenses to a reasonable and necessary only level and will provide documentation for the expenses. Deloitte is committed to working together with Client to keep engagement-related emissions to a minimum in line with science based targets consistent with a 1.5°C future. Deloitte will aim to reduce travel by considering the use of technology and hybrid working models and reduce travel-related emissions by making low carbon choices when travel is required.
- 5.4 Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Deloitte's income taxes.
- 5.5 Deloitte shall charge Client monthly unless otherwise agreed in the Engagement Letter. Invoices are payable within fourteen (14) days of the date of the invoice. Notices regarding the invoices must be made in writing within seven (7) days.
- 5.6 Payments not received in full, when payable, shall be considered overdue and remain payable to Deloitte with interest from the due date. Interest on overdue payments shall be in accordance with the Norwegian Act relating to Interest on Overdue Payments. Undisputed portions of an invoice are payable notwithstanding any other disputes.
- 5.7 Deloitte shall have the right to suspend the Services if the payments are not received in full when payable, provided that Deloitte first has given Client a payment reminder with an additional 14 days to settle the invoice from the date of the reminder ('grace period'). The suspension shall continue until the overdue payments, for which the suspension relates to, are paid. For the avoidance of doubt, Deloitte may not suspend the Services when acting as auditor for Client. Then the provisions set out in the Auditor Act shall apply.
- 6. Personal Data**
- 6.1 In this Paragraph 6, "Data Protection Legislation" means the EU General Data Protection Regulation 2016/679 ("GDPR") together with all other applicable legislation relating to privacy or data protection including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "Personal Data", "Data Subject", "Controller", "Processor" "EU Model Clauses" and "Process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.
- 6.2 Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by

it in connection with the Agreement and the Services (“Personal Data”).

- 6.3 The parties acknowledge that certain of the Services may be performed by Deloitte acting as a Controller and certain Services may be performed by Deloitte acting as a Processor. The Agreement shall identify whether in each case it is the understanding of the parties that Deloitte carries out the particular Services as a Controller or a Processor. Where Deloitte acts as a Processor on behalf of the Client, the Parties shall enter into a separate Data Processing Agreement setting out the scope of the processing carried out by Deloitte in relation to the Services (“Data Processing Agreement”).
- 6.4 The Client acknowledges that Deloitte may process Personal Data as a Controller for the purpose of, or in connection with the Services and to comply with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities; and (iii) administrative, financial accounting, risk analysis and client relationship purposes.
- 6.5 The Client shall (and shall procure that any Affiliate shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte for the purposes described in the Data Processing Agreement and the Contract.
- 6.6 The Client authorizes Deloitte to use any subcontractor, including any Deloitte Entity, to process Personal Data as a sub-processor of Deloitte provided that Deloitte shall (i) procure that such processing is subject to a written contract or other legal act with such sub-processor containing data protection obligations no less onerous than those set out in this clause 6, and (ii) remain liable for the acts and omissions of any such sub-processor with respect to the processing of Personal Data to the same extent Deloitte would be liable if it had caused such acts or omissions. Deloitte's material sub-processors, who have been engaged specifically to perform Services for Client, are listed in an appendix to the Data Processing Agreement.
- 6.7 Deloitte shall be entitled to (i) transfer Personal Data to, and (ii) process Personal Data in, other jurisdictions including a jurisdiction outside the EU/EEA, provided that such transfer is either permissible or legitimized by a valid transfer mechanism under Data Protection Legislation.
- 6.8 Where the processing (i) does not take place within EU/EEA, or (ii) does not take place in accordance with an adequacy decision by the European Commission, such processing shall be carried out in accordance with the applicable EU Model Clauses for the transfer of Personal Data to third countries. If Deloitte acts as a Processor for Client, Deloitte is hereby authorized by the Controller to enter into the EU Model Clauses agreements on the Controller's behalf for the purpose/s set out in the Contract. As an alternative to entering into EU Model Clauses, the Processor may rely upon an alternative framework permitting the lawful transfer outside of the EEA, provided that such framework is in compliance with applicable data protection legislation (such as Binding Corporate Rules).

7. Ownership and Intellectual Property Rights

- 7.1 The ownership and title to the Deliverables shall pass to Client when Deloitte has received payment in full of the fees and any other sums due under the Agreement.

- 7.2 Nothing in the Agreement shall transfer any Intellectual Property Rights in the Services (or any items supplied with them) nor any proprietary information or data from either Party to the other Party, such as a Party's working papers, reports, materials, documentation, software, techniques etc. that are used or developed in connection with the Agreement/Services.
- 7.3 The Client acknowledges that Deloitte and its subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the unaided memory of their personnel. Notwithstanding anything to the contrary in the Agreement, the Client agrees that Deloitte and any Deloitte Entity may use and disclose such experience, skills, knowledge and ideas.
- 7.4 On payment of all of Deloitte's invoices under the Agreement, Client shall be granted a non-exclusive, worldwide, royalty free and perpetual right to use Deloitte's Intellectual Property Rights (and any other rights) in the Deliverables for the purpose specified in the Agreement.

8. Conflict of Interest

- 8.1 Before providing services, Deloitte's practice is to check whether a conflict of interest arises e.g. under applicable professional rules or standards with regard to the Services provided to Client by Deloitte Entities. However, as Deloitte Entities provide many different professional services to clients, Deloitte cannot necessarily identify all such conflicts immediately. Should a conflict arise, Deloitte shall immediately notify Client. Client also agrees to notify Deloitte promptly of any potential conflict affecting the Services of which Client is, or becomes, aware.

9. Damages and Limitations of Liability

- 9.1 Subject to the provisions on limitation of liability set out in this clause, each Party shall be liable to the other Party for any direct damage incurred by the other Party as a direct result from a Party's breach of its obligations under the Agreement.
- 9.2 Deloitte's liability is limited to repairing the errors or re-performing the non-compliance Services whenever such remedy is reasonably possible to perform.
- 9.3 Neither Party shall be liable to the other Party for any indirect, consequential or special loss, damage or expense arising under or in connection with the Agreement (e.g. costs of retaining another consultant, loss of data or costs of data reconstruction, loss of use, contracts, data, goodwill, revenues or profits, whether or not deemed to constitute direct claims).
- 9.4 No Deloitte Entity shall be liable for any damage suffered by any third party, whether or not such damage is being caused by any third party's knowledge, use of or reliance on the Deliverables. To the fullest extent permitted by law, Client shall indemnify any Deloitte Entity against all claims by third parties (including, but not limited to, Client's Affiliates) arising out of the third party's use of or reliance on any Deliverable disclosed to it by Client or used on Client's request.
- 9.5 All services are provided by the DTTL member firms (Deloitte Entities) or their Affiliates only and not by DTTL, and neither DTTL nor any of its member firms have any liability for each other's acts or omissions. Deloitte's responsibility for the Services is solely towards Client for which the Services were provided and not towards any other Client Affiliates. The Client will procure that any claim to be made against Deloitte will be made by Client (not by any of its Affiliates nor any other third

party) against Deloitte only and not against any Deloitte Affiliate or any other Deloitte Entity.

- 9.6 Deloitte shall in no event be liable to Client for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the Agreement for an aggregate amount in excess of the fees incurred under the Agreement by Client to Deloitte.
- 9.7 No claim, regardless of form, relating to the Services, may be presented by either Party more than three (3) months after the Party having discovered or ought to have discovered the breach giving rise to the claim. No claim, may under any circumstances, be presented more than 12 months after the completion of the relevant Services (or the parts of the Services giving rise to the claim).
- 9.8 The limitations of liability shall not apply to (i) any liability arising out of wilful misconduct, gross negligence or fraud or (ii) any other liability, which by applicable law is unlawful to limit or exclude, including but not limited to auditor's liability under the Auditor Act. Further, when Deloitte are performing audit, review or attest services that are subject to the US Public Company Accounting Oversight Board ("PCAOB") and/or US Securities and Exchange Commission ("SEC") rules or professional standards, any clauses set out in the Agreement that result in limitation of Deloitte's liability do not apply.

10. Confidentiality

- 10.1 Neither Party shall, without the prior written consent of the other Party, disclose to any third party, nor use for any purpose other than in accordance with the Agreement, any Confidential Information which is received from the other Party in whatever form under or in connection with the Agreement.
- 10.2 The Services are for Client's exclusive use and should be used solely for the purpose described in the Agreement. They must not be referred to in any document, copied or made available (in whole or in part) to any other person without Deloitte's prior written consent. Client may, however, disclose the Services to Client's Affiliates on a need to know basis in connection with the project or transaction to which Deloitte's engagement under the Agreement relates, provided Client ensure that such parties accept that: (i) except where required by law, court order or regulatory authority, the Services must not be disclosed to any other party without Deloitte's prior written consent, (ii) the Services are provided for their information (but without creating any duty or liability to them on Deloitte's part) solely for the purpose of advising Client in connection with the project or transactions to which Deloitte's engagement relates and must not be used for any other purpose, and (iii) if they place reliance on the Services they do so at their own risk and have no recourse to any Deloitte Entities.
- 10.3 Unless agreed otherwise in writing, no person other than Client may rely on the Services and/or information derived from them and Deloitte accepts no responsibility nor liability to any other person. Client agree to reimburse Deloitte for any losses or liabilities (including legal costs) that any Deloitte Entity incurs in connection with any claim by any third party in relation to the Services.
- 10.4 The duty of confidentiality described in clauses 10.1 and 10.2 shall not apply to information that (a) is or becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of the default of the receiving Party,

(b) was in possession of the receiving Party prior to the commencement of the Agreement, (c) is acquired by the receiving Party from a third party without the obligation of confidence, (d) is or has been independently developed by the receiving Party without utilizing Confidential Information received from the disclosing Party or (e) is required to be disclosed under law or regulation, including, without limitation, to any relevant security exchanges, financial supervisory authorities and the Securities and Exchange Commission.

- 10.5 The Parties will be entitled to disclose confidential information to their auditors, other parties' auditors, insurers and legal and financial advisors to protect their own legitimate interests and to comply with any legal, professional or regulatory requirement. Deloitte may also disclose general information regarding the Services provided to Client for the purpose of financial reporting within D TTL.

Deloitte will ensure safe treatment of all confidential information obtained in connection with the execution of the Services, in accordance with Norwegian legislation and the internal regulations of Deloitte. Client agrees that Deloitte may share confidential information with any Deloitte Entity, contractors providing administrative, infrastructure and other support services to Deloitte Entities and any subcontractors Deloitte Entities use in providing the Services insofar as it is necessary for the successful provision of their duties, on the understanding that they will treat the information as confidential in accordance with confidentiality provisions substantially similar to those in the Agreement.

- 10.6 In order to perform the Services, Deloitte may meet with Client's personnel or any other person who Client requests Deloitte to contact. Deloitte may disclose to them information, whether confidential or not, for the purpose of performing the Services. Client shall be responsible for the aforesaid persons treating the information as confidential.
- 10.7 Except as required by law, regulation, or document retention or compliance policies, Deloitte shall upon receipt of a written notification from the Client (i) return or destroy all written information provided to Deloitte and (ii) to the extent reasonably possible destroy/delete all such information from any computer in its possession or under its control. Nothing shall require the alteration, modification, deletion or destruction of electronically stored back-up copies made in the ordinary course of Deloitte's business. To the extent necessary for evidencing the delivery of Deloitte's Services, Deloitte may also retain Deliverables as well as Client's information on which Deloitte relied on while preparing such Deliverables, provided that such information continues to be governed by the confidentiality provisions of this Agreement.
- 10.8 The confidentiality obligations stated in the Agreement shall remain in force for five (5) years after the termination of the Agreement, unless otherwise provided by law or regulatory provision binding on a Party, such as the Auditor Act.
- 10.9 Client shall promptly notify Deloitte in case Deloitte will receive insider information in connection with the Services, and any applicable requirements thereof.
- 10.10 Following completion of the Services, Deloitte may use Client's name and general description of the Services as a reference when offering services to other potential clients however considering the confidentiality obligations under the Agreement.

10.11 Nothing in this Agreement shall prevent or restrict any Deloitte Entity from (i) providing similar services to other clients, even if those other clients' interests are in competition with Client, or (ii) using the expertise and knowhow gained from the Services

11. Communication/storage tools

11.1 Each Party will be responsible for the use of any cloud systems by that Party for communication and or/storage in relation to the performance of the Services, and for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other Party on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of or access by any Deloitte Entity personnel to networks, applications, electronic data, clouds or other systems owned, used or instructed to be used by Client and Client Affiliates.

12. Force Majeure

12.1 Neither Party will be liable to the other Party for any failures in performance nor delays due to events or circumstances beyond its reasonable control, including but not limited to, fire or other casualty, act of God, epidemic, strike or labour dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority, such as restrictions on entry or to material trade or customs restrictions imposed de facto or in effect ("Force Majeure"). The Party affected by Force Majeure shall notify the other Party without undue delay.

12.2 If the Force Majeure event continues for a period of more than sixty (60) days, either Party shall be entitled to terminate the Agreement on giving written notice to the other Party.

12.3 Force Majeure encountered by a subcontractor of Deloitte shall be regarded as Force Majeure of Deloitte unless the subcontracted service may be performed or acquired otherwise without unreasonable costs or essential delay.

13. Assignment and subcontracting

13.1 Neither Party is entitled to assign the Agreement to a third party without the prior written consent of the other Party, except that Deloitte may assign or transfer any of its rights or obligations under the Agreement to any other Deloitte Entity and to any successor to its business.

13.2 Deloitte may subcontract any Services under the Agreement to any other Deloitte Entity and/or any other third party. In such circumstances, Deloitte shall remain liable for actions of its subcontractor.

14. Termination

14.1 For the avoidance of doubt, the provisions in this clause 14 below (termination) shall not apply to any statutory audit Services provided by Deloitte. The Auditor Act specifies when termination of Deloitte and its Services as auditor may occur.

14.2 The Agreement shall terminate without a separate notice after the Parties' obligations under the Agreement have been fulfilled.

14.3 Either Party may terminate the Agreement at any time, for any reason by giving 30 days prior written notice.

14.4 Either Party may terminate the Agreement by giving written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other Party of an obligation under the Agreement and the defaulting Party failing to remedy the breach within 30 days of receipt of

notice of such breach; (ii) the other Party becomes insolvent or goes into liquidation; (iii) the other Party has a resolution passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction); (iv) the making of an administration order in relation to the other Party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; (v) the other Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (vi) any event analogous to those set out in (ii) to (v) in any relevant jurisdiction.

14.5 Deloitte may, without being liable for damages, terminate the Agreement with immediate effect upon written notice to Client if Deloitte determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules (including, without limitation, in the event of changes in ownership of the Client and its Affiliates and assignments).

14.6 Upon termination of the Agreement for any reason, Client will compensate Deloitte in accordance with the terms of the Agreement for the Services performed and expenses incurred through the effective date of termination.

14.7 Any provisions that by their nature or otherwise reasonably should survive termination of this Agreement shall so be deemed to survive.

15. Anti-corruption and Sanctions

15.1 In the performance of their respective obligations under the Agreement, both Parties shall:

- (i) comply with all applicable laws and regulations on anti-bribery ("Bribery Acts"); including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- (ii) not offer, promise, give, request, accept or receive bribes, including facilitation payments, or commit any Bribery Act offence;
- (iii) disclose immediately all bribes, offers of bribes or suspicions of bribery or corruption;
- (iv) use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act);
- (v) use all reasonable endeavours to ensure that its personnel, any third party agent, subcontractor, or other representative used in the performance of the Party' obligations under the Agreement are aware of and comply with the provisions set out in (i) to (v) above in this clause.

15.2 Each Party shall comply with all economic sanctions, export control, and import laws and regulations applicable to it in (or having an impact on) providing and receiving the Services under the Agreement. The Parties recognise that such laws and regulations restrict the export and re-export of the Services and Deliverables to jurisdictions subject to territorial economic sanctions (currently, for example, Russia).

15.3 Client shall ensure that:

- (i) no entity or person being subject to the Norwegian, EU, UK, UN or US sanctions applicable from time to time (“Sanctions”); and
- (ii) no entity or person being located and/or established in any country or region being subject to the Sanctions, shall in any way have access to, receive, use, implement and/or benefit from the Services and/or Deliverables; and
- (iii) no Services and/or Deliverables which are classified as banned services under the Sanctions from time to time (for example accounting services or management consulting services) will be provided for the direct or indirect benefit of entities or individuals incorporated, domiciled, located, or ordinarily resident in Russia.

15.4 Any breach of a Party’s obligations under this clause 15 shall constitute a material breach, which gives the other Party the right to suspend the performance of the Services (in whole or in part) and/or terminate the Agreement with immediate effect on giving written notice to the Party in breach.

16. Audit

16.1 During the term of, and within one year from the expiration or termination of the Agreement, upon reasonable written notice by Client, Deloitte will provide Client copies of Deloitte’s time and expenses records applicable to Deloitte’s invoices for the Services for the purpose of verifying such invoices. Client will treat all such information as Confidential Information.

17. Severability

17.1 Any provision of the Agreement that is found or becomes illegal, invalid or otherwise unenforceable under applicable jurisdiction shall have no effect on the validity or applicability of the surviving provisions of the Agreement.

18. Governing Law and Dispute Resolution

18.1 The Agreement shall be governed by and construed in accordance with the laws of Norway.

18.2 Any dispute arising out of or relating to the Agreement or the Services shall be sought resolved by negotiation. If the Parties do not reach agreement, any action or proceeding shall be brought and maintained exclusively in the courts of Oslo, Norway.

END