

General terms and conditions of business provided by Mantle Analytics AS

These terms and conditions will together with a contract of engagement, with appendixes, make up the Agreement for the provision of services by Mantle Analytics AS. The engagement contract takes precedence over the general terms and condition of business.

The below mentioned words and expressions have in an Agreement the following meaning;

With

Mantle Analytics AS is meant the firm with organisation number 919 391 081 registered at the following address; Bryggerikaaien 24, 4014 Stavanger, Norway

The engagement team: Mantle Analytics AS partners, employees and hired in personnel involved in supplying services as covered by the engagement contract.

The company: The firm regarded as the customer in the engagement contract. The company also incorporates its board of directors and management. The term also applies as far as reasonable for customers that are physical persons or public authorities

Services: Those services that Mantle Analytics by agreement shall perform for the company

1 The engagement - Implementation

- 1.1 Mantle Analytics AS will in the engagement contract always specify one person responsible for delivering the services. Even though Mantle Analytics AS name participants in the engagement team, they have the rights, if needed, to replace these with other participants providing no drop in quality of services provided or any extra cost to the company
- 1.2 The engagement is defined in the specifications described in the engagement contract. However if there are unforeseen circumstances and these will have a considerable influence of the contents and/or scope of the work, Mantle Analytics have the right to renegotiate the affected parts of the contract.
- 1.3 Mantle Analytics AS are not obliged to update advice, recommendations or evaluations based on changes of circumstances happening after Mantle Analytics AS have delivered the services or after the assignment is finished in any other way.
- 1.4 The company can only base itself on final deliverances and not drafts for deliverances.
- 1.5 If the company claims that the services are incomplete, Mantle Analytics AS can demand to make corrections, unless the corrections are unbeneficial.

2 User restrictions and copyright

- 2.1 Advice, recommendations, evaluations, rapports, models, dashboards and solutions from Mantle Analytics AS shall only be for use internally in the company. The company commits to not refer to or hand over to third party any advice, recommendations, evaluations, rapports, models, dashboards and solutions either given, sold, hired out or given access to from Mantle Analytics AS without preapproved written approval from, unless the company is legally obliged to hand over the information to a third party. The same goes for what the company learns about Mantle Analytics AS ideas, concepts, models, information, know-how, methodology etc.
- 2.2 The company shall keep Mantle Analytics indemnified for losses, damage or financial costs due to default from the company or a third party Mantle Analytics AS is servicing on behalf of the company.
- 2.3 The company have full use of documents, information and tools they have specifically paid to have developed, with the limitations described in point 2.1-2.2. Mantle Analytics AS keeps the copyright and all other intellectual property to documents, information and tools that are provided to the company, regardless of content and form. Mantle Analytics AS also has the copyrights to ideas, concepts, models, information, know-how and similar that is developed in conjunction with providing the services.
- 2.4 Mantle Analytics AS has the right to use anonymous information for internal training purposes knowledge management and marketing.

3 The company's responsibility

- 3.1 The company is responsible for providing the necessary resources and contributions for the assignment to be carried out within the agreed timeframe. In practical terms this means that the company is responsible for supplying Mantle Analytics with complete and relevant background information. The company is therefore obliged to provide the engagement team unlimited access to registered information, documents and any other necessary information to be able complete the assignment. The company shall also keep Mantle Analytics up to date regarding any changes that might influence the assignment. The how and when use of information provided by the services is company's own responsibility.
- 3.2 The company warrants that is has the right to give Mantle Analytics AS the information and documents it provides and that Mantle Analytics AS has the right to use this in providing the services (including information covered by any relevant Personal Information Act)

4 Information and communication

- 4.1 The engagement team will not use or distribute confidential information to third party.
- 4.2 Mantle Analytics AS shall be eligible to trust information and instructions from the company and has no duty to verify these instructions and information from anyone who Mantle Analytics reasonably could assume is acting on the company's behalf, unless otherwise specifically provided by law.
- 4.3 Mantle Analytics AS shall be able to communicate with the company through unsecured channels such as; e-mail, phone, fax and video conference, unless the company requests otherwise in writing to Mantle Analytics AS.
- 4.4 Both parties are regarded as having accepted the risk this kind of communication brings (including risk of unauthorized access to information, risk of communication difficulties and the risk of virus etc.)
- 4.5 The company can't hold Mantle Analytics AS liable for any consequences as a result of communication not being received, including e-mails rejected by Mantle Analytics AS antivirus program.
- 4.6 The handling of personal information will be in line with the current rules and regulations regarding handling personal information. Mantle Analytics AS information systems meets the safety requirements provided by Personal Information Act §§ 13-15, and Mantle Analytics hereby confirm that they are in line with GDPR's rules and regulations. Personal information will only be used for those purposes stated in the engagement contract with appendixes. Satisfactory documentation of information security and safety revisions can be provided upon request from the company. Mantle Analytics AS will not leave handling of personal information to companies outside Mantle Analytics AS without written preapproval from the company. The company agrees that Mantle Analytics AS can share personal information with cooperating companies if needs be.
- 4.7 Written correspondence and documentation can be stored electronically by Mantle Analytics AS for up to 10 years and then deleted, unless rules and regulations states otherwise.

- 4.8 In general sales & marketing of Mantle Analytics AS services, it is the wish of Mantle Analytics AS to be able to inform that we have worked with the company, this includes identifying the company with name and logo. Mantle Analytics AS will only provide information on the general nature of the work undertaken by Mantle Analytics AS for the company and any other information that has been released to the public in a correct manner.

5 Confidentiality

- 5.1 The Engagement team and Mantle Analytics will comply with current Norwegian confidentiality rules and regulations

6 Fees and payment obligations

- 6.1 Mantle Analytics AS fees are stipulated in the engagement contract with appendix
- 6.2 Mantle Analytics AS services are subjected to VAT taxation/MVA, unless the service falls outside the VAT taxation/MVA, regulations.
- 6.3 If an outside consultant is a subcontractor of Mantle Analytic AS, Mantle Analytics AS will invoice the company for the subcontractor's fees as well as Mantle Analytics AS other fees.
- 6.4 In addition to the fees Mantle Analytics AS will charge travel expenses and other expenses connected to providing the service.
- 6.5 If the company is involved in court proceedings or in any other way is under supervision from public authorities and Mantle Analytics AS is required to be a witness or is involved in any other matter the company shall cover costs related to this.
- 6.6 Mantle Analytics AS is entitled to invoice continuously. Frequency of the invoicing will be stipulated in the engagement contract.
- 6.7 When the assignment is finished Mantle Analytics will calculate and send a final invoice to the company
- 6.8 Mantle Analytics AS invoices are due 14 days after the invoice date. Unless otherwise agreed, a fee of NOK will be incurred when issuing an invoice. 75.
- 6.9 The Company is not entitled to set off against Mantle Analytics AS any claims that the Company has or believes to have against Mantle Analytics AS, including price reduction claims..
- 6.10 If Mantle Analytics AS invoices and costs are not paid in due time, Mantle Analytics AS will calculate a statutory interest rate on the overdue invoice.
- 6.11 If the assignment is terminated, regardless of cause Mantle Analytics AS are entitled to fees for work undertaken and fees for costs and expenses.

7 Documentation of identity

- 7.1 According to the Law against money laundering and financing of terror (The Money laundering law) with including regulations Mantle Analytics has the right to ask the company, including its board and management to document their identity. Mantle Analytics AS can if deemed necessary perform an identity check in conjunction with signing new contracts or renewal of existing contracts.

8 Relationship with third party and transfer

- 8.1 The agreement does not give any rights to third party. No third party shall be able to apply provisions in the agreement that directly or indirectly can be understood as to give third party a right.
- 8.2 None of the parties have the right to transfer rights and obligations to a third party without the other parts written preapproval.

9 The responsibility and limitation of liability of Mantle Analytics AS and the engagement team

- 9.1 The limitation of liability in this point is only valid as long as it does not contradict mandatory law. Mantle Analytics AS and the engagement team's responsibility are limited to the company's direct loss.
- 9.2 Mantle Analytics AS and the engagement team's (including responsible partners) responsibility shall be limited to an amount equivalent to 100% of the fee (excluding VAT) invoiced for the last year the work that has been done for the specific services that the claim relates to. The limitation of liability apply during this agreement and according to the law for general right of compensation.
- 9.3 Mantle Analytics AS and the engagement team's liability for mistakes in conjunction with filling in tax papers only includes imposed surtaxes in the case the fault is due to Mantle Analytics AS actions or neglect. The term tax papers include all documents that are handed over to public authorities in agreement with the tax administration act and the tax payment act. Mantle Analytics AS does not under any circumstance have the liability for an increased taxation as a result of errors in tax papers send in. The liability for any imposed surcharge tax is also limited to 1 times the fee (excluding VAT) invoiced for the work with the technical filling in of tax papers for the relevant tax year.
- 9.4 For attestation documents to public authorities related to corporate tax papers and payroll/pension costs (tax papers) cost reimbursements, grants, tax leniency and similar, Mantle Analytics AS and the engagement team will not have liability for tax consequences or other losses linked to errors in the leniency or grant claims.
- 9.5 Unless specifically agreed that an external consultant is a subcontractor of Mantle Analytics AS, Mantle Analytics AS does not have liability for advice and/or information provided by other than Mantle Analytics AS personnel, even though Mantle Analytics AS have communicated contact with external consultants. The liability limitations in this point also apply if Mantle Analytics AS is held responsible for losses or liability caused by a subcontractor.

10 Force Majeure

- 10.1 If a situation occurs that is outside a party's control that he/she couldn't have foreseen when the engagement contract was signed, and that he/she reasonably can't be expected to overcome or hinder the effect of, he/she shall inform the other party immediately. If a situation like this occurs the party's obligations shall be postponed until the circumstances that prevents the party's ability to perform the work are changed or removed so that the party is able to perform the work. There is no misconduct in case of a Force Majeure.

11 Termination of the engagement contract

- 11.1 The agreement runs until a new engagement contract is signed by both parties or the engagement contract is terminated unless otherwise agreed.
- 11.2 Unless otherwise agreed, Mantle Analytics AS and the Company may at any time terminate the Agreement with effect 30 days from the time Mantle Analytics AS or the company receives written notice thereof. Upon termination of assignments, unless the Company has notified in writing that all assignments have been terminated, the Agreement will continue to apply as far as it applies to all other assignments that are running at the time of termination..

12 Laws and Regulations

- 12.1 The agreement is regulated by Norwegian law. Any disputes arising from the agreement shall be settled by legal courts. Stavanger District Court shall be the venue.

13 Up to date

- 13.1 The terms and conditions are updated from time to time, the latest version will always show on our website.