

General terms and conditions for hire of personnel from Centric

Under the brand name **Centric**, the companies **Centric IT Professionals AS** and **Centric Finance Professionals AS** deliver staffing services to clients in Norway.

These terms and conditions regulate the relationship between the parties in hiring of personnel from Centric, where the Client has the responsibility to instruct the hired personnel and is responsible for the daily guidance and job management. The terms are based on the general contract provisions regarding hire of personnel written by 'NHO Service og Handel'.

1 The parties responsibilities

1.1 Centric's responsibilities

Centric is the employer of the personnel that are being hired out to the Client and responsible for their wages, social security costs such as holiday allowance, insurances and possible sickness benefit as well as the employer's part of social security. Centric performs the statutory deductions in payments made to the temporary staff.

Centric shall take out and maintain liability insurance that covers personal injury and damage to property, with a sum insured of at least NOK 5 million. Centric shall also take out embezzlement insurance with a sum insured of at least NOK 500.000,-. Centric shall take out and maintain the statutory industrial injury insurance for the personnel.

Before commencing an assignment, all hired personnel shall sign a written contract of employment and non-disclosure agreement. The non-disclosure agreement imposes a general obligation of confidentiality on personnel regarding what they may come to know during the course of their work regarding Centric, Centric's Clients and their employees, customers and business contacts. The non-disclosure agreement remains in force after the conclusion of the assignment.

Centric is not liable for error or neglect on the part of the hired personnel, neither for the result of the work nor for direct or indirect loss which may occur, unless the hired personnel have displayed gross negligence or intent.

1.2 The Client's responsibility

The Client is responsible for following up on and managing the hired personnel that work under the Client's instruction and control. The Client is responsible for ensuring that working conditions are in accordance with the provisions of the Norwegian Working Environment Act (WEA).

All hired personnel are subject to the Client's safety delegate service and shall conform to the Client's conditions of employment, safety instructions and any other requirements that apply to the Client's own personnel and/or other requirements that apply to the completion of the assignment.

The Client shall be responsible for coordinating the health, safety and environment work in accordance with the provisions of the WEA Section 2-2 and shall ensure a satisfactory working environment for the hired personnel according to WEA Section 2-2 (1). The Client is responsible for providing hired personnel with information and appropriate training for the Client's HSE rules and regulations. When coordination of working time is required for safety reasons, this is the Client's responsibility.

When necessary Centric's consultant and safety representatives should be granted access to the Client's business for mapping the working environment and to contact the Client's safety delegate service.

The Client is responsible for ensuring that the right to hire temporary employees exists under the provisions of the WEA sections 14. If the hired personnel from Centric are entitled to permanent employment with the Client according to the provisions of the WEA, this will not constitute any basis for a claim against Centric by the Client.

The Client shall indemnify Centric against claims regarding the assignment from a third party.

Keys and other equipment are provided to the temporary staff on the Client's own responsibility.

1.3 Mutual obligations

Each of the parties shall indemnify the other in respect of any claim in connection with the assignment as a result of their own employee's personal injury or death. Neither party may present any claim against the other party as a result of loss of expected earnings or other indirect loss in connection with the assignment.

2 The principle of Equal Treatment

2.1 The Client's duty of disclosure

The Client must supply Centric with the information that is necessary for Centric to be able to comply with the legal requirements for equal treatment regarding pay and working conditions pursuant to Section 14-12b (1) and Section 14-12a of the WEA.

The information must include the terms and conditions that would have applied if the hired personnel had been employed at the Client to perform the same work regarding:

- length and timing of working hours, b) overtime work, c) duration and timing of breaks and rest periods, d) night work, e) holiday periods, holiday pay, days off work and remuneration for such days, f) pay and coverage of expenses.

The Client must also supply Centric with information about its own collective benefits and services pursuant to Clause 2.2.

The Client's duty of disclosure relating to pay/working conditions and collective benefits/services applies both upon the entering into of assignment agreements and for the full duration of the assignments. The Client shall, for the duration of the assignment, keep Centric continually informed about expected and relevant potential changes in its own pay and working conditions at the earliest possible stage and, in all instances, prior to when the change is implemented for the Client's own employees when this is possible. The Client's responsibility for providing such comprehensive and updated information is a condition for both the Client and Centric complying with the statutory requirement for equal treatment.

The Client may not agree to changes in the assignment with the hired personnel without this first having been agreed in writing with Centric's representative. If the work is changed such that it would result in better pay or other working conditions if the hired personnel had been employed by the Client to perform the changed work tasks, the price/conditions will be increased/improved accordingly with effect from the date of the change.

The hired personnel and the employee representatives at the Client may, subject to a duty of professional secrecy, request information/documentation from the Client and Centric that shows that the hired personnel's pay and working conditions comply with the requirement for equal treatment pursuant to Section 14-12b of the WEA and. Such a furnishing of information can also include information which the Client has supplied to Centric regarding own pay and working conditions.

2.2 Access to the Client's collective benefits and services

The Client shall supply Centric with information about all collective benefits and services that apply for the Client's own employees such as, for example, canteen, company daycare center, transport, gym, changing rooms etc.

The Client must provide the hired personnel access to such collective benefits and services on the same terms and conditions as the Client's own employees, unless objective grounds dictate otherwise pursuant to Section 14-12a (2) of the WEA.

If the Client should keep its workplace closed for whole or part days and still pays (not holiday pay) its own employees who otherwise perform the same work as the hired personnel, according to the rules on equal treatment, the hired personnel shall also have corresponding pay for this time, and the time will be invoiced with the agreed hourly rate.

2.3 Joint and several liability

The Client is also joint and severally liable with Centric for ensuring that the hired personnel receives the correct wage, holiday pay and other remuneration in accordance with the statutory requirements concerning equal treatment pursuant to Clause 2.1. (cf. Section 14-12c of the WEA).

If the Client is obligated to comply with its joint and several liability, the Client may seek recourse from Centric for all costs associated with this, unless the claim is the result of the Client failing to provide important information for the principle of equal treatment pursuant to Clause 2.1. In that case, the provisions for breach in Clause 2.4 shall apply.

2.4 Breach on the part of the Client

The Client is strictly liable to Centric for any financial loss resulting from breach of the obligation to supply Centric with all information necessary for equal treatment regarding pay and working conditions pursuant to Clause 2.1 for the entire duration of the assignment.

If Centric requests this in writing, the Client must document the necessary information as soon as possible. If the Client does not comply with requests from Centric or its own employee representatives regarding such information within three working days, Centric can terminate the remainder of the assignment agreement and/or claim compensation for its financial loss relating to this.

3 Prices and payment terms

The hourly rate appears in the confirmation of the individual assignment and is calculated on the basis of the hourly pay of the individual hired personnel.

Hired personnel shall be paid for public holidays to the same extent as the Client's own employees who otherwise perform the same work as the hired personnel, and such time will be invoiced with the agreed hourly rate.

If the Client wishes to pay a bonus and/or commission to hired personnel, this will be invoiced with a 50 % supplement to cover social costs and administration. Travel and other expenses will be invoiced with a supplement of 10 %, minimum NOK 300,-.

The hourly rate during the agreed assignment period is adjusted in line with changes in the pay and working conditions of the Client's own employees, and thereby also for the hired personnel during the assignment period according to the principle of equal treatment in Clause 2 above. If the Client has not provided complete and correct information, or if the Client does not inform Centric in time of any relevant changes in its own pay and working conditions, Centric may alter the price with retrospective effect and demand post payment.

Centric may, in the event of changes in employer's tax, rates of holiday pay, statutory pension costs, tariff conditions or the like, demand a corresponding adjustment in the price.

Value added tax will be added to invoices for all parts of Centric's services that are liable for VAT.

Invoicing costs will be covered with a charge of NOK 85,- per invoice. Payment terms are 14 days.

4 Overtime

Any overtime work must be required by the Client and agreed directly with the hired personnel, but must always be in accordance with the provisions of Section 10-6 the WEA. If there is extensive overtime work, Centric must be continually informed about the scope of this work.

The point at which a supplement for overtime work begins to apply is in accordance with the Client's practice for its own employees, cf. Clause 2.1. If the Client does not have specific guidelines for overtime, a supplement of 50 % and 100 % will be paid and invoiced for overtime work.

5 Changes in the duration of the assignment

A confirmed and/or started assignment is, in principle, to be regarded as mutually binding on the parties for the entire duration of the assignment.

5.1 Changes due to the Clients need

If the Clients need for the services changes before the end of the agreed assignment period, the following periods of notice apply:

- For assignments with a duration of less than 3 months: 1 month, effective from the first day of the month after the notice is received
- For assignments with a duration of 3 months or more: 2 months, effective from the first day of the month after the notice is received

A termination of an assignment shall be given in writing to the Clients principal contact at Centric.

5.2 Changes due to the hired persons availability

If the hired person is sick for a longer period (on a sick leave), is on a leave of absence, resign his/hers position in Centric or is dismissed, Centric will attempt to find a replacement if that is wanted by the Client. Unless otherwise agreed in writing, Centric gives no guarantee that a replacement can be found, and it is not regarded as breach of contract if Centric does not find a replacement. Unless otherwise agreed in writing, the assignment will cease from the date the hired person resign if Centric cannot find a replacement.

6 Employment of or other relationship with the temporary staff

If the Client wishes to employ a hired person within 6 months after the conclusion of the assignment, or to bind itself in any other manner to the hired person, the parties have agreed that this should be considered as an assignment involving the provision of labour, and a recruitment fee will apply. The recruitment fee will accrue regardless of the manner in which the assignment was concluded, and the parties agree that such a recruitment fee shall in no way be regarded as an obstacle or be a limitation on the Clients ability to employ the hired person.

This type of employment or engagement of a hired person must occur at the end of the month, and the recruitment fee is calculated based on the agreed gross annual salary in the following manner:

- 18 % if the assignment had a duration of 2 months or less. (up to 480 hours)
- 15 % if the assignment had a duration of more than 2 months but equal to or less than 4 months (481 - 960 hours)
- 12 % if the assignment had a duration of more than 4 months but equal to or less than 6 months (961 - 1440 hours)

If the assignment had a duration of more than 9 months, the fee will be NOK 20.000,-.

7 Right of ownership and right of use to results

The Client has full right of ownership and right of use to all base materials and any results of work carried out by hired personnel from Centric.

The hired personnel have the right to use acquired professional knowledge in the performance of their own work, including outside of the Client's business activities. However, this does not include competition sensitive information, cf. the non-disclosure agreement.

8 Processing of personal data

In connection with the assignment, the Client will receive personal information about the hired personnel, either from Centric or directly from the hired person. This may be information from the hired persons CV, candidate presentation or references, as well as information that the Client gets during the assignment.

The Client shall ensure that all such information are:

- available only to, and processed only by, those at the Client who have an official need for this information
- used only for the original purpose of the information collected
- stored and processed according to Norwegian privacy laws
- deleted when the assignment is completed

9 Force majeure

If an extraordinary situation occurs which, pursuant to normal rules governing the law of sales, must be considered a force majeure, this agreement will not be deemed to have been breached for as long as the situation persists.

10 Disputes

The parties' rights and obligations under this agreement will be determined in their entirety by Norwegian law. If a dispute should arise between the parties regarding interpretation of legal effects or other circumstances concerning this agreement, the dispute should first be sought resolved by negotiation. If the dispute may not be resolved by such negotiation, either party may bring the case before the ordinary courts, unless the parties agree on using arbitration.

11 Acceptance

Unless otherwise has been agreed in writing, these terms and conditions will be deemed to have been accepted by the Client if Centric has not received an objection in writing by the starting time of the assignment.