

# INCREO AS

## GENERAL ASSIGNMENT TERMS

### 1 SERVICES AND BUSINESS

Increo AS ("Increo"), organization number 982 057 892, offers services in consulting, design, system development, and operational services for web solutions to customers in the market ("Client"). For large-scale assignments, there will normally be an offer and an assignment agreement that further specifies the assignment to be performed by Increo for the Client and at what time.

For consulting assignments and all other assignments that are not subject to a separate assignment agreement, the assignment will be performed on the terms set out in this document (the "Terms").

### 2 PARTIES TO THE TERMS AND CONTACT INFORMATION

The Terms apply between Increo and the Client and for all work where there is a reference to the Terms or when the work is otherwise not subject to a separate assignment agreement.

In most cases, there will be a designated contact person at Increo for the Client. Nevertheless, all work may be performed in whole or in part by other employees of Increo. Unless otherwise agreed with the Client, Increo may decide how the work can most appropriately be carried out, including which employees, based on competence, experience, capacity, etc., shall perform the work.

### 3 CONTRACTOR'S OBLIGATION TO PARTICIPATE

In order to be able to offer optimal results, Increo is dependent on an ongoing dialogue with the Client. In this context, the Terms oblige the Client to assess all aspects of the work both at the request of Increo and on its own initiative. The Client is obligated to provide the necessary feedback to Increo within a reasonable time to prevent the work from stopping or being stalled in a way that is inappropriate for Increo.

It is assumed that the Client maintains and follows the planned progress on its own project-tasks.

In the event of delayed completion of the Client's tasks where this has a direct impact on Increo's ability to achieve planned milestones, Increo will be able to invoice the client in accordance with directly incurred additional costs as a result of this, cf. above.

In the event of delays in work due to lack of feedback from the Client, Increo may, if necessary, change project participants from Increo.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

All copyrights and other intellectual property rights in or in connection with all or part of the delivery / design / product provided by Increo are retained by Increo. Upon delivery of the delivery / design / product, the client receives a perpetual right of use to use it in accordance with these Terms. The client does not have the right to resell, rent, sublicense or otherwise transfer the license to third parties. The client has the right to make further development and changes to the delivery / design / product. The license lapses immediately in the event of the Client's breach of these Terms.

#### **5 FEES, COSTS, INVOICING AND ADVANCE**

The work is invoiced after the time elapsed with the hourly rate applicable at any given time. Elapsed time will be registered with a minimum time of 0.5 hours (30 min) with appropriate specification. This applies to time spent on email inquiries, estimation, meetings, support and training. In addition to the hourly rate, VAT is in accordance with the legislation in force at any given time.

Invoicing takes place with 30 days due.

Complaints on invoices must be submitted in writing without undue delay, and no later than two weeks after the invoice was received, otherwise it is considered approved.

#### **6 ASSIGNMENTS FOR COMPETITIVE COMPANY**

When working for competing companies of the Client, Increo will strive not to use the same employees, if possible based on competence and capacity. This is to avoid getting into a conflict of interest in relation to what information about the Client they may know that is not publicly available.

Increo will not restrain to undertake work for clients who conduct business in competition with the Client as long as the aforementioned principle is in compliance.

#### **7 OBLIGATION OF CONFIDENTIALITY**

Increo has a duty of confidentiality when it comes to the customer relationship with its Clients, which means that Increo shall not publish confidential information about their customer relationships to third parties, be it visitor numbers, statistics, sales or specific offers the Client has received from Increo. InCreo has the opportunity to allow its subsidiaries and employees in such subsidiaries access to confidential information, provided that the subsidiary and the relevant employees have assumed a similar duty of confidentiality as follows from this section. Increo points out that existing customers, who have virtually the same technical components as new customers want, can be used as examples to show what Increo can offer. In such cases, sensitive data will not be displayed and we will in every case ask Nespresso for permission first.

Increo will not respond to inquiries unless these come from the stated contact person at the Client or from a person who has written confirmation from this. This so that Increo is sure that the inquiry is real and that the person is engaged by the Client.

In the same way as Increo, the Client and their employees and representatives also have a duty of confidentiality with regard to confidential information. The Client gains access to from Increo through the contractual relationship. The Client is obliged to take the precautions necessary to ensure that material or information about the delivery is not made known to third parties and that there is no unintentional dissemination of software or documentation related to the Delivery, as well as to ensure that the Client's employees and Representatives are subject to similar obligations in their agreements with the Client.

The duty of confidentiality under this clause also applies after the termination of the Agreement.

## **8 BREACH OF AGREEMENT**

In the event of delay or defects on Increo's part, and which are not due to circumstances with the Client, the Client may demand fulfillment, correction or compensation as the rules for these default rights are regulated in the Purchase Act (the Purchase Act). In the event of a delay or defects that result in a material breach, the Client may demand termination as this power of breach is regulated in the Purchase Act.

The client loses his right to claim a defect if he does not send a written complaint to Increo within a reasonable time after he discovered or should have discovered the defect. No defect claims can be made when three months have elapsed since the work was carried out.

Increo is not responsible for indirect losses on the Client's part, including, but not limited to, lost profits, loss of expected savings, gain or other benefit. Increo's total

liability in relation to all default rights under these Terms is in any case limited to the agreed consideration.

If the Client does not pay or otherwise fulfills its obligations under these Terms, Increo may demand fulfillment and compensation as the rules for these default rights are regulated in the Purchase Act. In the event of a material breach, Increo may demand termination as this breach power is regulated in the Purchase Act.

## **9 DISPUTE RESOLUTION**

Any dispute related to these Terms is subject to Norwegian law.

If a dispute arises regarding the understanding or practice of this contract, the Parties shall endeavor to settle the dispute through negotiations. If such negotiations do not succeed, the dispute shall be resolved in the ordinary courts. The parties adopt Trøndelag District Court as the agreed venue for such disputes.

## **10 FEEDBACK**

Increo continuously strives to become a better service provider. Increo therefore wants an ongoing dialogue with our customers about our services performed. Increo appreciates feedback on matters The Client is satisfied with, and asks for feedback on matters where Increo has the opportunity for improvement. Any comments in relation to the work should be submitted in writing to the contact person at Increo without undue delay.