

## CLEAR CHANNEL NORWAY AS - STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

### 1 Definitions

**“Agreement”** means the agreement entered into on the date of the Order between the Supplier and the Company, comprising the Order, these Terms and Conditions and any agreed special conditions.

**“Company”** means Clear Channel Norway AS.

**“Event of Force Majeure”** means any event affecting performance of the Agreement arising from or attributed to acts, events, omission or accidents which are beyond the reasonable control of either party including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, terrorism, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

**“Goods”** means items stated on the purchase Order and supplied by the Supplier.

**“Order”** means the official purchase order issued by the Company to the Supplier and which is governed by the Terms and Conditions.

**“Supplier”** means Esprit Digital Ltd and/or its any subsidiary contracted to supply the goods.

**“Parties”** means the two parties to the order.

**“Terms and Conditions”** means these terms and conditions of business.

### 2 General

(2.1) The Terms and Conditions form part of the Agreement and shall apply from the date of the Agreement. The Company will only be liable for orders issued on the Company's Order form signed by an authorised representative of the Company.

(2.2) No admission, act or omission made by the Company during the term of the Agreement shall constitute a waiver or release the Supplier from any liability under any of the Terms and Conditions.

(2.3) Except where expressly stated otherwise in writing, the Terms and Conditions (together with such special

conditions as are agreed in writing between the Parties) are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern and be deemed to be incorporated into any contract or order (including an Order) received by the Supplier from the Company to the entire exclusion of any other provisions whether past, present or future and howsoever such provisions may be expressed including for the avoidance of doubt, any conditions put forward by the Supplier in negotiations.

### 3 Acknowledgement

(3.1) The Supplier shall agree and acknowledge to the Company all Orders placed by the Company in writing within 14 (fourteen) days of the date of the Order.

(3.2) The Company may cancel an Order, without charge and without any liability or obligation whatsoever, if such Order has not been acknowledged by the Supplier in accordance with the procedure set out in Clause 3.1.

### 4 Rejection and Cancellation

(4.1) If the Supplier fails to comply with any of the Terms and Conditions or the Goods do not fully comply with the Order, or it is clear to the Company that the Supplier is unable or will be unable to satisfy all or any part of the Order the Company shall be entitled at its sole discretion to reject the Goods and/or cancel the Order in its entirety (notwithstanding that the Title of the Goods will have passed on receipt of the Goods) by giving notice to the Supplier in writing.

(4.2) In the event that Clause 4.1 takes effect the Company shall, at all times in its sole discretion, also be entitled to take the following action:

(4.2.1) The Company may return any unsatisfactory Goods to the Supplier at the Supplier's risk and expense or the Supplier will be required to collect such Goods from the Company on request.

(4.2.2) The Company may require the Supplier to restore or rectify the Goods to the Company's satisfaction at the Suppliers' expense, or replace any Goods rejected by the Company with Goods acceptable to the Company within 7 (seven) days.

(4.2.3) The Supplier will return to the Company any monies paid for returned and rejected Goods.

(4.2.4) The Company may carry out such work as it deems necessary to make the Goods or any part of the Goods comply with the order, at the Supplier's expense.

(4.2.5) The Company may put defective Goods into service in order not to jeopardise any contractual commitments it may have and require the Supplier to attend the site of installation to remove the defective Goods and to replace them with Goods that satisfy the Company's requirements. Nothing contained in this clause 4.2.5 shall mean the Company shall be deemed by the Supplier to have accepted such defective Goods.

## **5 Inspection**

(5.1) On reasonable notice to the Supplier the Company may inspect the production of any Goods at any stage during their manufacture up to and including delivery and the Supplier shall provide the designated Company representative with all reasonable assistance as required when carrying out inspections.

(5.2) The Company may comment on quality standards of the Goods as necessary and the Supplier shall make any necessary alterations as required to ensure the Goods reach a standard acceptable to the Company.

## **6. Quality**

(6.1) The Supplier shall ensure and warrants that the Goods are supplied in accordance with the requirements of the Company, are fit for purpose and fully meet the standards set out or referenced on the Order.

(6.2) The Supplier shall ensure and warrants that all agreed quality standards, industry standards, and any statute, statutory instrument, directive or regulation in force at the time of delivery of the Goods are complied with.

## **7 Warranty**

(7.1) The Supplier warrants to the Company that the Goods shall be and shall remain free from defects or omissions in design, performance, materials, workmanship, installation and functionality and shall adhere to the specifications, drawings, samples and descriptions provided or adopted by the Company plus all relevant standards from time to time in place.

(7.2) Without any prejudice whatsoever to any rights the Company may have in statute or otherwise, if within a period of 12 (twelve) months from the date the Goods are supplied to the Company any material defect in the Goods shall be discovered the Supplier shall repair or replace, at the option of the Company, the Goods at no cost to the Company. If the Supplier cannot repair or replace such Goods the Supplier shall bear the cost of the removal of the Goods, and the cost of purchasing and installing the replacement Goods.

(7.3) If any fault found with the Goods cannot be rectified by the Supplier within 5 (five) days, the warranty for the

Goods will be extended by any extra time taken to replace the Goods.

(7.4) This warranty shall come in addition to, and not limit, any warranty obligation of the Supplier agreed between the Supplier and the Company.

## **8 Storage**

(8.1) On the Company's request, the Supplier shall hold the Goods prior to despatch in a suitable store without deterioration for a period of up to three months at no cost to the Company.

(8.2) The Supplier shall at all times and in every way remain responsible for the fitness, quality and condition of Goods that are subject to Clause 8.1.

## **9 Packaging**

(9.1) Unless the Company requests otherwise, the Supplier shall pack the Goods or samples thereof if appropriate to a suitable standard for the method used to transport the Goods to their destination.

(9.2) The Goods must be clearly labelled and show the part number, order number and any other markings requested.

(9.3) Unless previously agreed in writing the Company will not pay for or return packaging materials.

(9.4) Unless the Company instructs otherwise, the Supplier will package Goods in such a way that the removal of one of the items does not compromise the integrity of the remainder of the Goods or their packaging. The cost variances introduced, if any, are to be discussed.

## **10 Delivery**

(10.1) Time shall be of the essence in every order.

(10.2) Delivery shall be at the place, date and time stated on the Order. If Goods are incorrectly delivered the Supplier shall be responsible for any additional expense incurred in delivering them to the correct destination

(10.3) The Supplier shall use his best endeavours to meet the delivery date stated on the Order.

(10.4) The Supplier shall send advice notes to the Company at the delivery point on the day of despatch quoting the Company Order number and the part number with details of the Goods despatched, including quantity and any variation from the Order.

(10.5) All deliveries shall be notified to the delivery point 48 (forty eight) hours (minimum) before delivery. The

Company has the right to refuse deliveries not previously notified to the Company by the Supplier.

(10.6) Delivery of the Goods shall be at the Supplier's own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit).

(10.7) The Company at its absolute discretion may make alternative delivery arrangements and claim an allowance equal to any carriage charge included in the price of the Goods.

(10.8) Without prejudice to its rights contained hereunder the Company shall advise the Supplier of any loss or damage to the Goods in writing. On receipt of such notice the Supplier shall respond to the Company within 24 hours specifying the remedial steps it shall take, such steps to be taken to the Company's satisfaction within 7 days of the Company's notice. The Supplier will make good free of charge to the Company any loss or damage occurring as part of or during the delivery process so notified.

#### **11 Insurance and Indemnity**

(11.1) The Supplier will insure to their full value all Goods, tools, materials and other property provided by or through the Company for the Supplier's use whilst in its possession or control.

(11.2) The Supplier will indemnify the Company against all liability, loss, and damage claims, costs and expenses that arise in respect of damage or injury to any persons or property and any other loss or damage arising from any defect whatsoever in the Goods or from any breach by the Supplier of any statutory duty or from the acts or omissions of its servants, agents, contractors or its failure to comply with Clause 10.

(11.3) The Supplier shall defend hold harmless and indemnify the Company, its directors, officers, employees and agents and any of the Company's affiliates, their directors, officers, employees and agents from and against any loss, claims, costs, (including reasonable legal fees), liabilities, damages and expenses, whether direct, indirect or consequential (including but without limitation loss of profit, loss of goodwill, loss of opportunity and loss of contract) suffered or incurred by the Company, its directors, officers, employees and agents or the Company's affiliates, their directors, officers, employees and agents arising from or in any way connected with a breach by the Supplier of the Agreement or the Terms and Conditions.

(11.4) The Company shall not be liable for indirect or consequential cost associated with the fulfilment of the Agreement.

#### **12 Price**

(12.1) Prices stated on the Order are fixed and include all insurance, packaging and delivery costs.

(12.2) Delivery charges will be at cost.

(12.3) VAT at current rates must be clearly stated as a separate item which the Company shall pay following receipt of a valid VAT invoice.

#### **13 Payment**

(13.1) Payment in respect of the Goods shall be in accordance with the payment profile as set out in the Order.

(13.2) The Company shall pay invoices via electronic transfer 45 days from the date of invoice.

(13.3) Invoices must quote the Company Order number, delivery point, part number and product code where it is stated on the Order and be sent to the designated office of the Company.

#### **14 Title**

(14.1) The title in the Goods shall remain with the Supplier until they are delivered satisfactory as requested by the Company.

(14.2) If the Company has paid more than 80% of the total cost of the Goods prior to delivery of them the title in the Goods shall vest with the Company.

#### **15 Tools**

(15.1) If the Company so requests special tools, jigs or equipment ("**Special Tools**") as part of the Order, the Supplier shall supply these subject to an additional cost. The Special Tools shall become the property of the Company upon payment. All tools will be delivered to the Company within 14 days if so requested.

(15.2) Upon completion of the Order the Supplier will keep the Special Tools safe and in good condition waiting instructions for additional orders or disposal from the Company.

#### **16 Sub-Contracting**

The Supplier may subcontract any sections of work under the Order however the Supplier shall remain fully liable for all obligations and responsibilities contained in the Agreement including without limitation ensuring compliance with clause 21 and Schedule 1. The Supplier may not assign its rights under the Agreement without the Company's consent.

#### **17 Free Issue Materials**

Materials issued to the Supplier by the Company for the purposes of the Agreement remain the property of the

Company. The Supplier shall use their best endeavours to safeguard the materials, and shall insure the materials to their replacement value. The Supplier shall use the materials solely in connection with the Agreement. Any waste of the materials due to Supplier's negligence shall be made good at the Supplier's expense.

## **18 Technical Data**

All bespoke technical data relating to the Agreement is the property of the Company and shall be handed over by the Supplier to the Company on request.

## **19 Termination**

(19.1) Either party may (without prejudice to its other rights) terminate the Agreement at any time by notice in writing to the other if there shall occur a Default Event (as defined below) on the part of the other and such termination shall take effect forthwith or at any later date specified in such notice. A Default Event occurs if:

(19.1.1) A voluntary agreement is approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or an undertaking or a resolution or petition to wind up that party is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order; or the other party ceases to carry on a business or is or becomes unable to pay its debts within the meaning of Section 61 of the Bankruptcy Act 1984;

(19.1.2) the other party defaults in due performance or observance of any material obligation hereunder and (in the case of a remediable breach) fails to remedy the breach within thirty days of receipt of written notice so to do;

(19.1.3) the other party has been unable to perform all or any of its material obligations under this Agreement as a result of an Event of Force Majeure for more than 90 (ninety) days; or

(19.1.4) the Company may (without prejudice to its other rights) terminate the Agreement forthwith in the event that the Supplier ceases to carry on its business or a substantial part thereof or disposes of all of its assets or a substantial part of its assets.

(19.2) If for any reason other than subject to clause 21 the Supplier fails to complete the Order then the Supplier shall transfer the title of any materials and part completed work associated with the Order to the Company and allow the Company to remove such items for completion

by others. The additional costs incurred by use of another supplier shall be deducted from a reasonable assessment of the value of the items removed less any monies previously paid to the Supplier and the difference will be paid to or recovered from the Supplier.

(19.3) The Company shall be entitled to terminate the Agreement immediately by giving notice to the Supplier if the Company is reasonably satisfied that the Supplier or any member of the Supplier's Team (being the Supplier and all employees, consultants, agents and sub-contractors it engages) (whether with or without the knowledge of the Supplier) is in breach of clause 21 and/or Schedule 1 or the Supplier or any member of the Supplier's Team is convicted of corruptive practices under the Penal Act 2005 or any other contract to which the Company is a party. In such case, the Company shall be entitled to recover from the Supplier the amount or value of any such gift, consideration or commission.

(19.4) The Company shall be entitled to terminate the Agreement upon giving the Supplier three months' notice.

## **20 Consequences of Termination**

(20.1) On any lawful termination of this Agreement by either party for any reason, all rights, liabilities and obligations under the Agreement shall unless otherwise stated herein automatically cease with the exception that:

(20.1.1) such termination shall not prejudice or affect the rights of either party against the other arising out of any breach of this Agreement; and

(20.1.2) all sums paid or due and owing to the Company by the Supplier hereunder shall be pro-rated on a daily basis to the date of termination. Any sums paid in respect of the period after the date of termination shall be refunded by the Supplier to the Company and any sums due and owing by the Supplier to the Company in respect of the period up to and including the date of termination shall be paid forthwith together with any interest accrued thereon.

## **21 CORRUPTION**

(21.1) The Supplier shall not by itself or in connection with any other person:

(21.1.1) corruptly solicit, receive or agree to receive for itself or for any other person; or

(21.1.2) offer or agree to give any person in the Company's service or any related parties to such person, or any consultant or contractor who has a contract with the Company,

any gift or consideration of any kind as an inducement or reward for doing or not doing anything for showing favour

or disfavour to any person, in relation to this Agreement or any other contract to which the Company is a party.

(21.2) The Supplier shall not by itself or in connection with any other person enter into any contract with the Company in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge unless, before any such contract is made, particulars of any such commission, and of the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to the Company.

(21.3) The Supplier is required to complete and submit the FCPA and UKBA Provisions for Supplier as detailed in Schedule 1. The Supplier must comply with the FCPA and UKBA Provisions for Supplier at all times.

## **22 Audit**

The Supplier shall maintain accurate records of its expenses related to this Agreement, which records must be maintained for review by the Company (or its authorised representative) upon request. The Company (or its authorised representative) shall be permitted reasonable access to the Contractor's books and records and shall have the right to audit the Supplier on a period basis. In addition, the Supplier shall respond to reasonable requests for information from the Company.

## **23 Force Majeure**

(23.1) If either party is totally or partially prevented from performing any of its obligations under this Agreement as a result of an Event of Force Majeure, it shall promptly notify the other of the matters constituting the Event of Force Majeure and provide the other with its best estimate of the likely extent and duration of the Event of Force Majeure. The party prevented from performing its obligations under this Agreement by an Event of Force Majeure shall be excused performance of such obligations from that date of such notice for so long as the Event of Force Majeure shall continue. Provided that such party shall, throughout the duration of the Event of Force Majeure, take all reasonable steps to mitigate the effects of the Event of Force Majeure. Upon cessation of the Event of Force Majeure the party affected shall promptly notify the other party of such cessation.

(23.2) If performance by either parties of their obligations under this Agreement is only partially affected, either party shall at the sole option of the Company nevertheless remain liable for the performance of those obligations not affected by the Event of Force Majeure.

(23.3) If the progress of an Order is frustrated for a period of more than 30 (thirty) days, then either party can terminate the Order with notice in writing of 30 days.

## **24 Confidentiality**

(24.1) Each party agrees that terms of this Agreement and all business, technical, financial and any other information that it obtains from the other party is confidential information of the disclosing party ("Confidential Information"). Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing. Each party may disclose Confidential Information of the other to its affiliates, provided that such affiliates and the employees of the affiliate receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those contained herein. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party or destroy (and certify such destruction) all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof. The receiving party shall not be obligated under this Clause with respect to information the receiving party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving party or its employees, affiliates or agents; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (d) was independently developed by employees or consultants of the receiving party without access to Confidential Information; or (e) is required to be disclosed by law or order of court of competent jurisdiction.

(24.2) Either party may make or release statements or announcements to the press or other media regarding the conclusion of the Agreement and its activities hereunder PROVIDED THAT any and all such statement or announcements are made after a date specified by the Company and they are previously approved by the other party such approval not to be unreasonably withheld or delayed.

(24.3) The obligations of confidentiality in this Clause 24 shall continue in force notwithstanding termination of the Agreement (howsoever arising).

## **25 Co-operation and Co-ordination**

The parties shall co-operate, liaise and consult with each other on a regular basis to give effect to and implement the provisions and arrangements of the Agreement.

## **26 Notices**

Any notice, invoice or other document which may be given by either party under this Agreement shall be sent

by both pre-paid post and by email, to addresses provided to the other party from time to time.

### **27 Severability**

If any provision of the Agreement shall be found by any body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceable of such provisions shall be not affect the remaining provisions and all unaffected provisions shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a commercially suitable alternative provision.

### **28 Waiver**

Failure by either party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof or of any other occasion.

### **29 Further Assistance**

(29.1) Each party, at its own expense and cost, agrees to do and execute and perform such further documents, assurances, acts and things as may be required to give full legal and practical effect to the terms, intent and purposes of the Agreement.

(29.2) Each party agrees to use all reasonable endeavours at its own cost to procure that any necessary third parties shall do and execute and perform all such further documents, assurances, acts and things as may be required to give effect to the terms intent and purposes of the Agreement.

### **30 Costs**

Each of the parties shall be responsible for its own legal costs and other expenses incurred in relation to the preparation and execution of the Agreement.

### **31 Entire Agreement**

The Agreement represents the entire understanding between the parties in relation to the subject matter of the Agreement and cancels and supersedes all prior agreements and representations made by either party, whether oral or written.

### **32 Publicity**

The Supplier shall not issue any public statement whatsoever in connection with the Agreement or his relationship with the Company, without the written authority of the Company.

### **33 Intellectual Property Rights**

(33.1) The Supplier will indemnify the Company against any and all liability arising out of any claim in respect of the infringement of any patent, trademark, registered design, copyright or any other proprietary right whether in Norway or elsewhere resulting from its design, manufacture, use, supply or re-supply of the Goods.

(33.2) The Supplier warrants that he will not apply for any Letters of Patent or registered design for Goods supplied against the Company's specifications, drawings, samples or descriptions, and that the Supplier will not supply Goods as supplied against such specifications, drawings, samples or descriptions, or similar Goods, to a third party.

(33.3) All copyright design and other rights including all and any moral rights in any design, plan, model, software or any such original work or adaptation commissioned, purchased or acquired pursuant to the Agreement shall vest in the Company absolutely free of any claim whatsoever. If required by the Company the Supplier will enter into a document to confirm such vesting.

### **34 Variations**

The Agreement shall only be varied if agreed in writing by both parties. The Company shall only reimburse the Supplier for variations to Orders issued in writing as formal amendments, and signed by an authorised contact of the Company's Purchasing Department.

### **35 Headings**

The Headings used in this document are for convenience only and shall not govern the interpretation of these conditions. Words imparting the singular shall include the plural, and words imparting the plural shall include the singular.

### **36 Health & Safety**

The Supplier shall ensure compliance with the Health and Safety responsibilities of designers, manufacturers, importers, suppliers, erectors and installers.

### **37 Law**

The Laws of Norway shall govern the Agreement and the Norwegian courts with agreed venue in Oslo tingrett shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Agreement.

## SCHEDULE 1

### **FCPA and UKBA Provisions for Supplier and Conflict of Interest Statement**

- (1) The Company has chosen the Supplier on the basis of the Supplier's experience and qualifications, including the Supplier's reputation for ethical business conduct and compliance with applicable laws. Thus, except in accordance with clause 16 the Supplier may not assign its rights or obligations under this Agreement to third parties. In light of the Supplier's qualifications, the Company believes and expects the Supplier will maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practice Act ("FCPA") and the UK Bribery Act 2010 ("UKBA") or any other applicable UK and/or foreign law.
- (2) In the event that the Company should believe, in good faith, that the Supplier has breached the terms of this Agreement and / or these Terms and Conditions, specifically including the provisions intended to assure compliance with the FCPA and UKBA, this Agreement and / or the Terms and Conditions will become subject to termination as provided in clause 19.6 of these Terms and Conditions.
- (3) The Supplier affirms that it has not and agrees that it will not, in connection with the transactions contemplated by this Agreement and / or the Terms and Conditions or in connection with any other business transactions involving the Company, make or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government corporations), (ii) to any political party, official or a political party or candidate (or to an intermediary for payment to any of the foregoing), (iii) to an officer, director, employee, or representative of any actual or potential customer of the Company, (iv) to any officer, director or employee of the Company or any of its affiliates, or (v) to any other person or entity if such payment or transfer would violate UK law or the laws of the country in which made or the laws of the United States. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.
- (4) The Supplier affirms that it has disclosed to the Company that no government official or candidate has any ownership interest, direct or indirect, in the Contractor or in the contractual relationship established by this Agreement and / or the Terms and Conditions. In the event that during the term of this Agreement and / or the Terms and Conditions there is acquisition of an interest in the Supplier or in its Agreement by a government official, the Contractor agrees to make immediate disclosure to the Company and that this Agreement will become subject to termination as provided in clause 19.6 of these Terms and Conditions. For the purposes of this paragraph, "government official" means any officer or employee of the government or any department, agency, corporation or instrumentality thereof or of any political party, or anyone acting on behalf of any department, agency or instrumentality, including immediate family members or nominees of such officials.
- (5) The Supplier affirms that it has disclosed to the Company that no employee, officer, or director of the Supplier is a government official or candidate. In the event that during the term of this Agreement and / or the Terms and Conditions there is a change in the information contained in this paragraph, the Supplier agrees to make immediate disclosure to the Company and that this Agreement will become subject to termination as provided in clause 19.6 of these Terms and Conditions. For the purposes of this paragraph, "government official" means any officer or employee of the government or any

department, agency, corporation or instrumentality thereof or of any political party, including immediate family members or nominees of such officials.

- (6) The Supplier retains accurate detailed records of its expenses related to this Agreement, which records must be maintained for review by the Company upon request. The Company shall be allowed reasonable access to the Supplier's books and records, and shall have the right to audit the Supplier on a periodic basis.
- (7) The Supplier acknowledges receipt of a copy of the FCPA & UKBA Compliance Policy and Procedures Manual of the Company and confirms its understanding of that document, and agrees to comply with the policy and procedures contained therein. The Company reserves the right to audit or inspect work performed by the Supplier. The Company may perform the audit directly or through an appointed representative e.g. external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures and policies indicated within this Agreement and / or the Terms and Conditions.
- (8) The Supplier agrees that it will, at the request of the Company, and at least annually, certify that neither it has and to its knowledge no other person, including but not limited to every employee, representative, and agent of the Company, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any candidate, committee, political party or faction or government subdivision or any individual elected, appointed or otherwise designated as an employee or officer thereof to secure or retain business. The Supplier further agrees that should it learn of or have reason to know of any such payment, offer, or agreement to make a payment to a government official, political party, or political party official or candidate for the purpose of maintaining or securing business for the Company, it will immediately advise Stian Brunes (Chief Financial Officer, CCN) of such knowledge or suspicion.

**Signed by an authorised representative:** .....

**For and on behalf of :** .....

**Position in Contractors:** .....

**Dated:** .....