

CONSULTING COMPANY

and

FIRSTNAME LASTNAME

and

NN BANK

**AGREEMENT
FOR PROVISION OF SERVICES**

THIS AGREEMENT (the "Agreement") is made the day of 2012

BETWEEN:

NN BANK with its business address at (the "**Company**");

FIRSTNAME LASTNAME (the "**Consultant**"); and

CONSULTING COMPANY Ltd a company registered in the Norwegian Central Coordinating Register for Legal Entities (Enhetsregisteret) with business register number xxx yyy zzz and with a registered office at Address, OSLO (the "**Service Provider**")

(together, the "**Parties**").

WHEREAS:

- (A) The Consultant has considerable expertise in the field of investment banking relating primarily to Norwegian corporates.
- (B) The Service Provider employs the Consultant and the Service Provider is entitled to make available the Consultant to the Company so that the Company may utilise the Consultant's expertise.
- (C) The Company wishes to engage the Service Provider to provide various services of the Consultant upon the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following words and expressions shall unless the context otherwise requires have the following meanings:

Anti-Corruption Laws means all applicable U.S. and international anti-corruption and anti-bribery laws or other similar laws or regulations of other nations, including, without being limited to, the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the U.S. Export Administration Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury Office of Foreign Assets Control and all laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

NN Discretionary Payment Panel means

Effective Date means 15 February;

Expiry Date means 14 February;

Government Official means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organisation;

Group Company means the Company, any holding company of the Company from time to time, and any subsidiary of the Company or of any such holding company from time to time;

Holding company, subsidiary and **subsidiaries** shall have the meanings respectively given by section 1159 of the Companies Act 2006;

Services means:

- a. utilising the Consultant's experience from corporate board work and investment banking to provide strategic input to the Company in order to maximize the Company's competitive advantage;
- b. utilising the Consultant's network of contacts and clients and providing consultancy services to Group Companies, with a primary focus on building up and enhancing the Group Companies' Norway franchise;
- c. helping to introduce senior Company employees to important business leaders, regulators, politicians and clients;
- d. origination of transactions by using the Consultant's network of contacts and engaging in strategic dialogue with both current and prospective clients to ensure the Company's potential is maximized;
- e. to the extent practicable, referring any investment banking opportunities of which the Consultant is aware to the Company's Global Banking team and

Termination Date means the date on which the Engagement is terminated howsoever caused.

2. PROVISION OF SERVICES

- 2.1 The Service Provider's engagement under this Agreement (the "**Engagement**") will commence on the Effective Date and shall terminate on the Expiry Date unless terminated earlier by either party in accordance with clause 10. On or before the Expiry Date the Agreement can be renewed by mutual agreement.
- 2.2 During the Engagement the Service Provider will make the Consultant available, and the Consultant will make herself available, to provide the Services.
- 2.3 During the Engagement the Consultant will perform (and the Service Provider shall ensure that the Consultant performs) the Services on such times of the working days as the Services require, subject to a maximum of 40 working hours per month.
- 2.4 The provision of the Services may be required both in Norway and by travel overseas. The Consultant shall not, otherwise than at the specific request of the Company, be required to attend at any office of the Company or any other Group Company in order to provide the Services, other than to attend periodic meetings to discuss the performance of the Services, although she will be available by telephone at reasonable notice.
- 2.5 The Services can be provided from the Consultant's office or from any other place the Consultant decides.
- 2.6 The Consultant's office expenses related to the Services shall be covered by the Service Provider and/or the Consultant.
- 2.7 Nothing in this Agreement will make the Consultant an employee of the Company or be construed as having such effect. The relationship of the Consultant to the Company will be that of independent contractor and at no time will the Consultant hold herself out as being an employee of the Company or any member of the Group. In the provision of the Services, the Consultant shall not be subject to any right of supervision, direction or control by the Company or any Group Company as to the manner in which such Services are provided.
- 2.8 Neither the Service Provider nor the Consultant shall have any authority to bind the Company.

- 2.9 The Service Provider or the Consultant shall immediately notify the Company in writing if, for any reason, the Consultant is unable to provide the Services, specifying the reason why.
- 2.10 Each of the Service Provider and the Consultant represents, warrants and undertakes to the Company for the duration of this Agreement that:
- (a) It/she has full power, authority and legal right to enter into this Agreement and to perform all obligations contemplated herein and that this Agreement constitutes its legal, valid and binding obligations enforceable on it/her in accordance with its terms;
 - (b) It/she has and will maintain for the duration of this Agreement all necessary governmental, regulatory and other consents, licenses, approvals and/or authorisations required in connection with its entering into this Agreement and performing the obligations contemplated herein (and shall, upon request by the Company, promptly provide evidence of such consents, licenses, approvals and/or authorisations);
 - (c) All information provided by it/her pursuant to this agreement is true and correct in all material respects, and during the term of this Agreement it/she shall provide prompt written notice to the Company in the event that such information becomes materially inaccurate or incomplete;
 - (d) Neither it/she nor any employee, officer, director, agent or direct or indirect shareholder of the Service Provider (together "**Relevant Persons**"), is a Government Official, political party official or candidate, or an immediate family member of such an official or candidate. In the event that during the term of this Agreement there is a change in the information contained in this paragraph, the Service Provider and the Consultant agrees to make immediate disclosure to the Company in writing;
 - (e) It/she shall use only lawful and ethical business practices in performing this Agreement. In performing this Agreement, neither the Service Provider nor the Consultant nor any Relevant Persons shall give, offer, pay, promise to pay, or otherwise authorize the payment of, directly or indirectly, any money or anything of value to a Government Official for the purpose of influencing any act or decision of such official or of the government or to secure any improper advantage in obtaining or retaining business for or with, or directing business to, any person (any such act being a "**Prohibited Payment**");
 - (f) To its/her knowledge, neither the Service Provider, the Consultant nor any Relevant Persons has paid, offered, promised to pay, or authorized the payment of, directly or indirectly, any Prohibited Payment. For purposes of this subparagraph only, a person or entity has "**knowledge**" if it is aware, is aware of a high probability, or has a firm belief that someone is engaging in certain conduct, that a certain circumstance exists, or that a certain result is substantially certain to occur;
 - (g) It/she has not paid, or offered, or agreed to pay any political contributions or donations in respect of any business for which the Service Provider or the Consultant provides or may have provided services to the Company hereunder;
 - (h) It/she maintains, and shall at all times maintain, effective procedures and systems for identifying potential conflicts of interest and shall disclose to the Company any potential conflicts that arise during the term of this Agreement;
 - (i) It/she currently has no other interest or involvement in any matter which may conflict with or otherwise negatively affect the provision of the services pursuant to this Agreement;

- (j) It/she will not accept any engagement or instructions which would or might result in the creation of a conflict of interest in respect of the Services;
- (k) in the event that the Service Provider or the Consultant becomes aware of a potential conflict of interest, the Consultant shall notify the Company immediately. The Company shall determine whether or not any such conflict does or may arise. In the event that the Company determines that a conflict of interest may or does arise (whether or not following such notification by the Service Provider or the Consultant) the Company shall notify the Service Provider or the Consultant accordingly and it/she, shall upon receipt of such notification, immediately cease to carry on any activity determined by the Company as likely to give rise to a potential conflict.
- (l) It/she shall provide the Company in a timely manner with all information that it requests relating to this Agreement, as may be required by under applicable Company policy, law or regulation;
- (m) It/she is aware of, understands and will fully comply with the provisions of the Anti-Corruption Briefing Sheet (attached hereto as Schedule 2), and that it/she has signed and delivered the acknowledgement (attached hereto as Schedule 3);
- (n) It/she has never been convicted of any offence, or investigated by any authority, in relation to a real or alleged failure to comply with applicable laws (including, without limitation, Anti-Corruption Laws);
- (o) It/she shall promptly disclose to the Company in writing any criminal convictions or regulatory violations in any jurisdiction by Service Provider or the Consultant or any Relevant Persons or any significant changes to the Service Provider's or the Consultant's business (including, if applicable, any significant changes in staff, ownership, organisation structure or legal status) or any breaches or inability to comply with any terms of the Agreement;
- (p) It/she currently complies, and will continue to company, with all applicable laws including, without limitation, (i) Anti-corruption Laws, (ii) all applicable international legal measures including all economic sanctions and embargoes and (iii) all local laws and regulations, and it/she will refrain from any activity that would constitute a violation by it/her or the Company of any such applicable laws;
- (q) It/she has, prior to entering into this Agreement, provided the Company with a written list of all directorships, financial interests, shareholdings or other affiliations that it/he has (if any) in relation to any legal entity, governmental body, political body and/or quasi/non-governmental body, and it/she shall immediately inform the Company of any change to such list that occurs during the duration of this Agreement;
- (r) All information provided by the Service Provider or the Consultant pursuant to this Agreement is true and correct in all material respects, and during the term of this Agreement, the Service Provider and the Consultant shall provide prompt written notice to the Company in the event that such information becomes materially inaccurate or incomplete; and
- (s) It/she shall provide the Company, in a timely manner, with all information that it requests relating to this Agreement, as may be required under applicable law or regulation or the policies of any Group Company.

2.11 The Service Provider and the Consultant each agree that it/she will promptly complete, to the satisfaction of the Company, all training activities that the Company reasonably requires it/her to undertake in order for the Company to ensure

compliance with applicable laws and its own internal policies, procedures and other requirements. Such training shall include the Company's ant-corruption training material.

- 2.12 The Service Provider and the Consultant acknowledge and agree that the Company may record personal information (including contact details) of the Service Provider and the Consultant within its internal records and computer systems. The Service Provider and the Consultant authorize the Company to disclose such personal information where required under any applicable laws or regulations, or at a client's request.
- 2.13 The Service Provider and the Consultant each agree that it/she will promptly notify the Company in writing in the event that (i) it/she breaches or is unable to comply any of the provisions of this Agreement or (ii) any material change in circumstance occurs in respect of either the Service Provider or the Consultant, including, without limitation, any material change to the ownership, legal status and/or professional, governmental or political ties of the Service Provider or the Consultant.

3. RETAINER/CONSULTANCY FEES

- 3.1 The Company shall pay the Service Provider in respect of the Services a retainer/consultancy fee of NOK xx per month (plus any VAT attributable thereto).
- 3.2 The Company will reimburse the Service Provider for all reasonable out-of-pocket expenses necessarily and wholly incurred by the Service Provider and/or the Consultant in the performance of or in connection with the Services, provided that the Company shall be entitled as a condition of reimbursement to such evidence from the Service Provider as to such expenses as the Company may reasonably require. In particular, the Service Provider will deliver to the Company, together with the invoice referred to in clause 3.3 below, an itemized statement of all expenses claimed by the Service Provider specifying the particular days on which the expenses were incurred and their nature.
- 3.3 The Service Provider will, on or about the first day of each month, provide the Company with an invoice for the fee and any expenses due in respect of the Services supplied during the previous month. The Company will pay the invoice within 30 days of receipt thereof.
- 3.4 In addition to the retainer/consultancy fee as stated in 3.1, the Service Provider will also be eligible to be considered for a discretionary payment, which shall, in any event, not exceed five per cent (5%) of the Company's net fee in respect of any specific transaction (a "**Discretionary Payment**"). The Discretionary Payment will be based on the success of the Consultant providing the Services outlined in this Agreement and will be determined by the NN Discretionary Payment Panel. The NN Discretionary Payment Panel has sole and absolute discretion to determine whether or not any Discretionary Payment is payable or not and, if payable, the amount of the Discretionary Payment, and his decision is final, conclusive and binding. If the NN Discretionary Payment Panel determines that the Service Provider will receive the Discretionary Payment, the payment will be made to the Service Provider within 60 days of the Expiry Date. For the avoidance of doubt, the Service Provider will not be entitled to be considered for the Discretionary Payment if the Agreement has been terminated in accordance with clause 10.1.1 of this Agreement.
- 3.5 Neither the Service Provider nor the Consultant will be entitled to any other fees or payments save as expressly set out above unless otherwise expressly agreed in writing by the Company.

- 3.6 The Service Provider and/or the Consultant will be responsible for and will pay all taxes and social security contributions (including, without limitation, any interest, penalties or fines in connection therewith) imposed by any competent taxation authority and complete all returns relating thereto in respect of (i) all fees, expenses or other payments of any nature paid to the Consultant pursuant to this Agreement; (ii) the performance by the Company and/or Consultant of their respective obligations under this Agreement; or (iii) the performance by the Consultant of the Services (the "**Taxes**"). If, for any reason, the Company becomes liable to pay, or shall pay, any such Taxes, the Company shall be entitled to deduct from any amounts payable to the Service Provider pursuant to this Agreement (including, for the avoidance of doubt any amounts prospectively payable) all amounts so paid or required to be paid by it and, to the extent that any Taxes so paid or required to be paid by the Company exceeds the amounts payable by the Company to the Service Provider pursuant to this Agreement, the Service Provider and/or the Consultant shall forthwith pay to or reimburse the Company an amount equal to such excess.
- 3.7 Payments to the Service Provider pursuant to this Agreement shall be made by wire transfer only (and in no circumstances will payments be made in cash) to a named account of the Service Provider held within its usual home jurisdiction.

4. OBLIGATIONS OF THE SERVICE PROVIDER AND THE CONSULTANT

- 4.1 The Consultant will, and the Service Provider will procure that the Consultant will, punctually perform the Services with reasonable care and skill to the best of her ability.
- 4.2 The Service Provider and the Consultant jointly and severally indemnify and hold the Company harmless from any breach or default act or omission in the performance of the Services.
- 4.3 The Service provider and the Consultant shall arrange for a policy of insurance to be in place covering all claims or proceedings instituted by any third party against the Company or any member of the Group or their officers or employees arising out of or in connection with the negligent, unlawful or defective provision of the Services. This insurance policy shall cover all such claims, proceedings, costs, expenses, interest, penalties and all other liabilities whatsoever. The cost of such policy of insurance shall be reimbursed by the Company.

5. PERFORMANCE

- 5.1 During the Engagement, neither the Service Provider nor the Consultant shall:
- (a) provide consultancy services; or
 - (b) otherwise be directly or indirectly engaged or interested in any capacity (whether on her own or on behalf of any other person, firm, company or organisation)

in connection with any trade or business which is similar to or competes with the trade or business being carried on during the Engagement by the Company or any other Group Company.

- 5.2 Contracts for Services with third parties:
- 5.2.1 Existing contracts: subject to Clauses 5.1 and Clause 9, the Service Provider and the Consultant undertake that they have notified the Company of any existing contracts for services with third parties, and that the provision of the Services shall take priority and the Consultant shall give the performance of the Services the necessary diligence and attention, and such other contracts do not impose

restrictions on the Consultant's ability to perform the Services properly and effectively;

- 5.2.2 Future contracts: subject to Clauses 5.1 and Clause 9, nothing in this Agreement shall prevent the Service Provider or the Consultant from continuing or entering into contracts for services with third parties, provided always that the provision of the Services shall take priority and the Consultant shall give the performance of the Services the necessary diligence and attention, and such other contracts do not impose restrictions on the Consultant's ability to perform the Services properly and effectively.
- 5.3 In no event shall any Group Company be obligated under this Agreement to take any action or omit to take any action that a Group Company believes, in good faith, would cause it to violate any applicable law, including without limitation any Anti-Corruption or similar laws.

6. CONFIDENTIALITY

- 6.1 The Service Provider and the Consultant shall keep secret, and shall not at any time (whether during the course of or after the termination of this Agreement for whatever reason) use for the Service Provider's, the Consultant's or another's advantage, or reveal to any person, firm, company or organisation (other than in the course of performing the Services to officers, employees, advisers or contractors of the Company or any other Group Company who have a right to know) and shall use their best endeavours to prevent the publication or disclosure of, any information disclosed by the Company, in any form, written, electronic or oral (including: trade secrets, business methods, processes, formulations, technical data, reports or any other information) concerning the business or affairs of (a) the Company, (b) any other Group Company or (c) any of its or their customers or clients.
- 6.2 The restrictions contained in clause 6.1 shall not apply:
- (a) to any disclosure or use to which the Company gives its prior written consent; or
 - (b) to any Confidential Information that the Service Provider and the Consultant can demonstrate: (i) is in the public domain other than as a result of being disclosed in breach of this Agreement; (ii) was received from a source not connected with the Company at a time when, as far as the Service Provider and the Consultant was reasonably aware, that source was not under any obligation of confidence in respect of the Confidential Information; or (iii) was known to the Service Provider and the Consultant before the date of this Agreement and the Service Provider and the Consultant were not under any obligation of confidence in respect of the Confidential Information at that time; or
 - (c) if and to the extent that the Service Provider and the Consultant are required to disclose Confidential Information by any law or by any court or regulatory agency or authority, provided that, to the extent that it is permitted to do so, it: (i) notifies the Company as soon as possible upon becoming aware of any such requirement; and (ii) co-operates with the Company (at the Company's reasonable expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed.
- 6.2 The Service Provider and the Consultant shall not (i) enter into transactions in securities, derivatives or other financial products on the basis of material non-public information obtained in connection with its performance of this Agreement or (ii) disclose material non-public information to third parties. In this regard, the Service

Provider and the Consultant acknowledge that certain information that the Service Provider and the Consultant will potentially receive in connection with its performance of this Agreement may constitute material non-public information for purposes of laws and regulations in any relevant jurisdiction and that such material non-public information could potentially relate to the Group Companies, its clients, potential clients or other third parties. The Service Provider and the Consultant acknowledge that such laws generally prohibit the trading of securities on the basis of such information, as well as the passing on of such information to third parties who do so, and persons found to have violated such laws are subject to civil and criminal penalties.

- 6.3 The Service Provider and the Consultant understand and acknowledge that the Group Companies shall be entitled to disclose in writing to any client of the Group Companies, regulatory authorities, law enforcement agencies and courts of law (i) the fact that any Group Companies are paying any amounts to the Service Provider and the Consultant pursuant to this Agreement, the arrangements hereunder, the amount of such payments and/or the identity of the Service Provider and the Consultant; (ii) the fact that any Group Company has shared Confidential Information (including inside information) with the Service Provider and/or the Consultant; and/or (iii) any personal data (as defined in clause 8.1 below) pertaining to the Service Provider and/or the Consultant.
- 6.4 The Service Provider and the Consultant has not referred, and will not refer, to the name of any Group Company in any statement, communication or representation (written or oral), including, without limitation, in any press release, public statement, advertisement, term sheet, sales memo, presentation, marketing material or offering circular without the Company's prior written consent which may be withheld in the Company's absolute discretion (each approved communication, an "**Approved Communication**") and shall not make any statement, communication or representation (written or oral) contrary to or inconsistent with or not contained in an Approved Communication.

7. INTELLECTUAL PROPERTY

- 7.1 All information and documentation including, but not limited to, programs, specifications, technical information and data, (collectively, "**Information**"), furnished or made available by the Company to the Service Provider and the Consultant, is the exclusive property of the Company. All such Information will be used by Service Provider and the Consultant only in connection with the performance of the Services and this Agreement and all copies of the Information, together with any associated or derived material, notes and/or summaries (whether hand-written or mechanically produced), will be delivered to the Company promptly upon request, or upon the termination of this Agreement.

8. DATA PROTECTION

- 8.1 In this clause: "**data controller**", "**data processor**", "**data subject**", "**personal data**" and to "**process**" data have the meanings given to them in the UK Data Protection Act 1998 (the "**UK Act**").
- 8.2 For the purposes of the Services, the Company is the data controller and Service Provider and the Consultant are the data processor.
- 8.3 The Parties will comply with the relevant provisions of the UK Act, any other applicable data protection legislation, guidelines and industry standards from time-to-time in force, in relation to the use and processing of personal data in connection with this Agreement. Service Provider and the Consultant will not, by any act or omission, place the Company in breach of the UK Act, nor will Service Provider or the Consultant in any way breach the UK Act itself.

- 8.4 Service Provider and the Consultant will only act on instructions from the Company regarding the processing of personal data pursuant to this Agreement and will ensure that appropriate technical measures (including the use of encryption) and organisational measures are taken to avoid unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data (including adequate back-up and disaster recovery systems).
- 8.5 Service Provider and the Consultant will not process the Company personal data for any purposes other than to provide the Services, and will not disclose such personal data to any third party unless requested to do so by the Company or obliged by law. If Service Provider or the Consultant is so obliged, it will (to the extent permitted by law) inform the Company in advance of making the disclosure and will co-operate with the Company to limit the scope of the disclosure to what is strictly required by law.
- 8.6 Service Provider and the Consultant will not transfer any personal data to any country outside of the European Economic Area without the Company's prior written consent and where such transfer is agreed the Parties will sign the appropriate EU standard contractual clauses.
- 8.7 Service Provider and the Consultant will promptly carry out any request from the Company requiring it to amend, transfer or delete all or any part of the personal data supplied by the Company under this Agreement.
- 8.8 Service Provider and the Consultant will take reasonable steps to ensure the reliability of any Personnel who obtain access to personal data provided by the Company in connection with this Agreement, including by ensuring that all such Personnel have undergone training in data protection. Service Provider and the Consultant will limit access to the Company personal data (including when in a test environment) to those of its Personnel who have a strict business need for access.
- 8.9 Service Provider and the Consultant will co-operate with and assist the Company at no charge in allowing data subjects to exercise their rights under the UK Act.
- 8.10 Service Provider and the Consultant will permit the Company to take reasonable steps to monitor compliance by Service Provider and the Consultant with its obligations under this clause, including by inspecting Service Provider's and the Consultant's data processing facilities, procedures and documentation.
- 8.11 Service Provider and the Consultant will notify the Company immediately if Service Provider or the Consultant receives any correspondence from any local data protection regulator relating to personal data or any complaint from an individual about the processing of personal data. Service Provider and the Consultant will co-operate with the Company to permit it to respond to the correspondence or complaint.
- 8.12 If Service Provider or the Consultant becomes aware of the loss or compromise of, or any damage to, any personal data which it is processing as part of the Services, Service Provider or the Consultant will:
- (a) immediately notify the Company of the details of the incident;
 - (b) promptly initiate a full investigation into the circumstances surrounding the incident and make any reports or notes of the investigation available to the Company; and
 - (c) fully co-operate, at Service Provider's cost, with the Company's investigation and provide any assistance requested by the Company in order for the Company to investigate the incident.
- 8.13 Service Provider and/or the Consultant on a joint and several basis will indemnify the Group Company and its officers and employees against any loss, liability, costs, claims and expenses arising from a breach of Service Provider's and/or the Consultant's obligations contained in this clause.

9. RESTRICTIVE COVENANTS

- 9.1 Each of the Service Provider and the Consultant hereby covenant with the Company (for itself and as trustee and agent for each Group Company) that neither the Service Provider nor the Consultant shall, whether directly or indirectly, on its/her own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:
- (a) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, solicit or entice away or endeavour to solicit or entice away from the Company or any Group Company any person, firm, company or other entity who is, or was in the 12 months immediately prior to the Termination Date, a client of the Company or any Group Company with whom the Service Provider or the Consultant had business dealings during the course of this Engagement in that 12 month period. Nothing in this clause 8.2(a) shall prohibit the seeking or doing of business which is not in direct or indirect competition with the business of the Company or any Group Company;
 - (b) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, solicit or entice away or endeavour to solicit or entice away from the Company or any Group Company any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, a prospective client of the Company or any Group Company. For the purposes of this clause 9.1(b) and clause 9.1(d) the term "**prospective client**" shall mean any person, firm, company or other entity which was, in the 12 months immediately prior to the Termination Date, being actively solicited by, or which responded positively to canvassing by, the Company or any Group Company and with which solicitation or canvassing the Service Provider or the Consultant was involved during the course of this Engagement in that 12 month period. Nothing in this clause 9.1(b) shall prohibit the seeking or doing of business not in direct or indirect competition with the business of the Company or any Group Company;
 - (c) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, have any business dealings with any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, a client of the Company or any Group Company with whom the Service Provider or the Consultant had business dealings during the course of this Engagement in that 12 month period. Nothing in this clause 8.2(c) shall prohibit the seeking or doing of business not in direct or indirect competition with the business of the Company or any Group Company;
 - (d) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, have any business dealings with any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, a prospective client of the Company or any Group Company with whom the Service Provider or the Consultant had business dealings during the course of this Engagement in that 12 month period;
 - (e) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, solicit or entice away or endeavour to solicit or entice away any individual person who is employed or engaged by the Company or any Group Company either (a) as a director or in a managerial, consultant or technical capacity; or (b) who is in possession of confidential information belonging to the Company and/or any Group Company and with whom the Service Provider or the Consultant had business dealings during the course of this Engagement in the 12 month period immediately prior to the Termination Date;

- (f) for the period of 3 months (subject to clause 9.2 below) following the Termination Date, employ or engage, whether on an employed or self-employed basis or in any other office or capacity, any individual person who is employed or engaged by the Company or any Group Company either (a) as a director or in a managerial, consultant or technical capacity; or (b) who is in possession of confidential information belonging to the Company and/or any Group Company and with whom the Service Provider or the Consultant had business dealings during the course of this Engagement in the 12 month period immediately prior to the Termination Date; and
- (g) for the period of 6 months (subject to clause 9.2 below) following the Termination Date, carry on, set up, be employed, engaged or interested in a business anywhere which is in competition with the business of the Company or any Group Company as at the Termination Date with which the Service Provider or the Consultant was actively involved during the 12 month period immediately prior to the Termination Date, including (but not limited to) the businesses of the companies listed in Schedule 1 (or such other companies as may, from time to time, carry on such businesses). It is agreed that in the event that any such company ceases to be in competition with the Company and/or any Group Company this clause 9.1(g) shall, with effect from that date, cease to apply in respect of such company. The provisions of this clause 9.1(g) shall not, at any time following the Termination Date, prevent the Consultant from holding shares or other capital not amounting to more than 3% of the total issued share capital of any company whether listed on a recognised stock exchange or not and, in addition, shall not prohibit the seeking or doing of business not in direct or indirect competition with the business of the Company or any Group Company.

9.2 The Service Provider and the Consultant agrees that if, during either this Engagement with the Company or the period of the restrictions set out in clauses 9.1(a) to (g) inclusive (subject to the provisions of this clause 9.2), either of them receives an offer of engagement or engagement, she will provide a copy of this clause 9 to the offeror as soon as is reasonably practicable after receiving the offer and will inform the Company of the identity of the offeror and the terms of the offer.

10. TERMINATION

10.1 Right to Terminate:

10.1.1 the Company may terminate this Agreement with immediate effect at any time and with or without cause;

10.1.2 the Service Provider and the Consultant may terminate this Agreement upon giving one calendar month's written notice to the Company.

10.3 Upon termination of this Agreement for whatever reason, the Service Provider and the Consultant shall deliver to the Company all books, documents, papers, materials (including copies) and other property relating to the business of the Company or any Group Company which may then be in the Service Provider's and/or the Consultant's possession or under the Service Provider's or the Consultant's power or control.

10.4 Neither the Service Provider nor the Consultant shall at any time after the termination of this Agreement for any reason whatsoever represent themselves as being in any way connected with the business of the Company or any other Group Company.

11. ASSIGNMENT AND MISCELLEANOUS

- 11.1 Neither the Service Provider nor the Consultant shall be entitled to assign or sub-contract the performance of the Services or any of their obligations under the Agreement (save that the Service Provider shall be entitled to employ the Consultant to provide the Services).
- 11.2 The parties do not intend that any term of this Agreement should be enforceable, by virtue of the UK Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 11.3 This Agreement constitutes the whole agreement between the parties in relation to the subject matter hereof and supersedes any prior agreements, undertakings, representations, warranties, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

12. NOTICES

Any notice to be served under this Agreement shall, in the case of service on the Company or the Service Provider be delivered by hand or sent by recorded delivery to its registered office at the time of such notice being served. Notice to the Consultant shall be delivered by hand or sent by recorded delivery to the Service Provider's registered office at the time of such notice being served. Notices sent by recorded delivery shall be deemed to have been served twenty-four hours after posting and proof of posting shall be proof of delivery.

13. GOVERNING LAW

This Agreement, the provision of the services by the Service Provider and the Consultant and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law.

14. JURISDICTION

All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts, to which the parties hereby irrevocably submit. Each of the parties irrevocably consents to the award or grant of any relief in any such proceedings before the English courts. The parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the English courts.

15. SURVIVAL

Expiry or termination of this Agreement for any reason shall not release a Party from any obligation or liability which at the time of such expiry or termination has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such expiry or termination. The provisions of clauses 1, 4, 6, 7, 8, 9, 12, 13, 14 and this clause 15 shall survive the expiry or termination of this Agreement and shall continue in force and be binding on the Parties notwithstanding such expiry or termination.

IN WITNESS whereof the Service Provider, the Consultant and the Company have duly executed this Agreement the day and year written above.

SIGNED:

For and on behalf of
NN BANK

By.....

By.....

SIGNED by **FIRSTNAME LASTNAME**
In her own personal capacity

.....

For and on behalf of
CONSULTING COMPANY

By.....

By.....

**SCHEDULE 1
LIST OF RESTRICTED COMPANIES**

1. xx

**SCHEDULE 2
FCPA BRIEFING SHEET**

ANTI-CORRUPTION BRIEFING SHEET

NN Bank and its employees are subject to anti-bribery laws, including the US Foreign Corrupt Practices Act (“FCPA”), which prohibit the Bank and its employees from making payments to officials to help the Bank obtain or retain business or otherwise obtain an unfair business advantage. Compliance with these laws is extremely important to NN Bank for legal and reputational reasons and all of the Bank’s employees must comply with these laws. The UK Actions of consultants and others working with the Bank can be attributed to NN Bank under these laws, so it is important that you understand what actions these laws prohibit and the importance of complying with them. Failure to comply fully with these laws will require the termination of any relationship between you and the Bank.

Copy of the FCPA

You may obtain a copy of and further information regarding the FCPA by accessing the following U.S. Department of Justice website: <http://www.usdoj.gov/criminal/fraud/fcpa.html>. We can also provide you with a copy of the FCPA if you so request.

Prohibited Payments

The FCPA makes it a crime to *pay*, or to *authorize the payment of, anything of value to a government official, a political party or party official*, if the payment is to *induce such person to misuse his or her position by making a decision in favor of our business interests*.

- **Pay/Authorize the Payment**: In addition to actions by us, this concept includes payments made by others on our behalf – including in situations in which we do not authorize the payments but allow them to be made.
- **Anything of Value**: The payment need not be cash and can include things such as job offers for relatives, lavish entertainment or an interest in a business. Elaborately structuring or camouflaging a payment cannot successfully change a prohibited payment into a permitted one.
- **“Covered Persons”/ Officials**: The FCPA’s coverage is very broad and includes people you may not think of as officials: it includes all “normal” government employees, as well as all employees of companies owned or controlled by the government and all political party officials.
- **Induce Misuse of Position**: The payment must have been made for the purpose of influencing the recipient to take an action. But there need not be any understanding with the recipient (either explicit or implicit) on the exact benefit to be given because of the payment.
- **Business Interest**: The payment must be made to obtain a business benefit.

Our Expectations of You

- NN Bank can be held liable for improper payments to officials made by others on its behalf, even if we have not explicitly authorized them. In addition to not authorizing such payments, NN Bank is instructing you never to make such payments. If you have any question as to whether a payment, gift or other arrangement might be viewed as being given for an improper purpose, ask us before making it or agreeing to make it.
- You must explain to all of your employees that no prohibited payments may be made by your company or any of its employees.
- You must provide us with truthful information about your company and its employees and your business plans and practices.
- You must inform us of subsequent changes to the information you provide to us.
- You must inform us if you believe anyone at any client or potential target client of NN Bank is trying to solicit an improper payment or if you otherwise become aware of anyone associated with a client or potential target client accepting or soliciting prohibited payments.
- We will require you to enter into a written contract that defines the services you will provide to us and which will obligate you not to make prohibited payments. We will periodically review FCPA compliance with you to confirm that you are not making improper payments.

* * * *

Compliance with the FCPA is important to NN Bank.

FCPA violations can involve large fines, lost jobs, damaged reputations and possibly jail sentences – these are not risks that NN Bank or its employees will accept. Please understand that your full and diligent cooperation with us on these issues is essential to us having a successful relationship.

This briefing note is for general guidance only and should not be treated as a substitute for specific legal advice.

**SCHEDULE 3
ACKNOWLEDGEMENT OF ANTI-CORRUPTION BRIEFING**

I acknowledge and agree that NN Bank (“NN Bank”) has discussed with me that it is subject to certain laws in respect of corrupt payments to government officials, officials of any political party or officials of any public international organization, including the U.S. Foreign Corrupt Practices Act (the “FCPA”) and how compliance with the FCPA and other such laws is important to NN Bank. I understand NN Bank’s and my obligations under the FCPA and other such laws and agree to comply fully with all such obligations in rendering any services to NN Bank.

I further acknowledge receipt from NN Bank of a document entitled “Briefing Sheet: U.S. Foreign Corrupt Practices Act”

Date FCPA Briefing conducted:

Person(s) from NN Bank conducting FCPA briefing: _____

Acknowledged and Agreed

By: _____

Name: _____

Title: _____

For and on behalf of

(Name of consultant, if a company)

Date: _____