

CONSULTANCY AGREEMENT(1) **NN BANK Bank plc** a company incorporated in (registered number) whose

BETWEEN:registered office is at Address ("**NN BANK**");

1.

- . (2) **CONSULTING COMPANY Ltd** an individual enterprise registered in the Norwegian Central Coordinating Register for Legal Entities, (Enhetsregisteret), with business register number xxx and a registered office at Address OSLO (the "**Service Provider**"); and
- . (3) Firstname Surname [**INSERT ADDRESS**] (the "**Senior Advisor**")

WHEREAS:

A) The Senior Advisor is an employee of the Service Provider and the Service Provider has agreed to provide the Services to NN BANK upon the terms and subject to the conditions of this Agreement.

INTERPRETATION

The interpretation and construction of this Agreement shall be subject to the following rules, except where the context makes it clear that a rule is not intended to apply:

- . a) reference to: (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; (ii) a document or agreement (including this Agreement), or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated from time to time; (iii) a party to this Agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party; (iv) a clause is to the relevant clause of this Agreement (unless the context otherwise requires); and (v) a

person or entity includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

- . b) a singular word includes the plural, and vice versa;
- . c) the words “holding company” and “subsidiary” have the meanings set out in section 1159 and Schedule 6 of the Companies Act 2006 (except that for the purposes of the membership requirements in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee, or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security) and “management control” shall be demonstrated by the ability to exercise significant influence over an entity or its management;
- . d) the headings in this Agreement are for reference purposes only and shall not affect the interpretation or construction of this Agreement;
- . e) in the event of conflict, the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict: (i) clauses 1 to 18 (inclusive) of this Agreement; and (ii) the Appendix; and (iii) any document incorporated by reference. The document higher in the order of precedence will prevail to resolve the conflict; and
- . f) where NN BANK has any obligation under this Agreement, performance of that obligation (in whole or in part) by any other NN BANK Group Member shall be deemed (to the same extent) to be performance by NN BANK.

DEFINITIONS “**Agreement**” means clauses 1 to 18 (inclusive), the attached Appendix and any document incorporated by reference;

“**Charges**” means the charges for the Services as set out in the

Appendix;

"Confidential Information" means, in relation to either party, any information about, or know how of, that party (including, in the case of NN BANK, about or of any NN BANK Group Member) (including information relating to its facilities, premises, systems, security, procedures, products, business strategy (including the existence of, the terms of and its position in any dispute in relation to this Agreement), employees, officers, contractors, agents, customers and/or contacts, and any other information) that is marked confidential or that the recipient ought reasonably to have known was confidential, and is imparted to the other party or any of its personnel pursuant to this Agreement (including any information supplied or obtained during any audit). Confidential Information shall exclude information that: (i) is or comes into the public domain without breach of any confidentiality obligation under this Agreement; (ii) is disclosed by a third party (except where such third party discloses such information in breach of obligations of confidence), or (iii) is independently developed by a party without recourse to the Confidential Information of the other;

"Contract Period" means the duration of this Agreement as set out in the Appendix;

"DPA" means the Data Protection Act 1998;

"Event of Force Majeure" means any of the following circumstances which occur and which are beyond the reasonable control of a party and directly prevent that party from performing its obligation under this Agreement, being war, civil commotion, armed conflict, riot, act of terrorism, fire, flood or other act of God (excluding for the avoidance of doubt any labour dispute, labour shortages, strikes or lock-outs);

"NN BANK Group Member" means (1) NN BANK Holdings plc and any entity which from time to time is a subsidiary of NN BANK Holdings plc and (2) any entity over which from time to time any of the entities defined in paragraph (1) of this definition either directly or indirectly exercises management control, even though it may own less

than fifty percent (50%) of the shares and is prevented by law from owning a greater shareholding and (3) any entity otherwise notified by NN BANK to the Senior Advisor from time to time; "**Intellectual Property Rights**" means any and all patents, rights in inventions, trademarks, service marks, copyrights and related rights, database rights, moral rights, rights in designs, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration in any part of the world together with all or any goodwill relating to them; and

"**Services**" means the services to be provided by the Senior Advisor as set out in the Appendix.

ENGAGEMENT NN BANK engages the Senior Advisor and the Service Provider to provide the Services upon the terms and conditions of this Agreement. NN BANK engages the Senior Advisor to provide the Services and the Senior Advisor agrees to procure that the Senior Advisor will provide such Services upon the terms and conditions of this Agreement. This Agreement is not exclusive and accordingly NN BANK shall not be restricted from purchasing services similar to the Services from third parties and (save to the extent otherwise set out herein) the Service Provider and the Senior Advisor are not restricted from supplying services to any third party subject to the necessary conflict clearances from Compliance.

DURATION The Services shall be completed within the Contract Period.

SENIOR ADVISOR'S OBLIGATIONS This Agreement constitutes a contract for the provision of services and not a contract of employment between NN BANK and the Senior Advisor.

SENIOR ADVISOR DUTIES a) The Service Provider and the Senior Advisor agree that while this Agreement remains in force:

. i) the Senior Advisor will perform and comply with her obligations as

set out in this Agreement;

- . ii) the Service Provider and the Senior Advisor will ensure the Services are provided in accordance with the cover letter to this Agreement from Senior Director Bank dated [TBC] and to the reasonable satisfaction of NN BANK;
- . iii) the Service Provider and the Senior Advisor will ensure that, where NN BANK is reliant on the expertise of the Senior Advisor in providing professional advice, such advice will be given in an impartial, informed and independent manner, based upon relevant experience and in the best interests of NN BANK notwithstanding that NN BANK recognises that neither the Service Provider or the Senior Advisor are certified financial advisors;
- . iv) the Service Provider and the Senior Advisor will ensure that the Services are performed with all reasonable skill and care;

2

v) the Service Provider and the Senior Advisor will take all reasonable steps to comply with all applicable laws and other governmental, statutory and/or regulatory requirements and guidance which may from time to time be applicable to the provision of the Services;

- . iii) the Service Provider and the Senior Advisor will ensure that, where NN BANK is reliant on the expertise of the Senior Advisor in providing professional advice, such advice will be given in an impartial, informed and independent manner and in the best interests of NN BANK;
- . iv) the Service Provider and the Senior Advisor will ensure that the Services are performed with due diligence and, reasonable skill and care;
- . v) the Service Provider and the Senior Advisor will comply with all applicable laws and other governmental, statutory and/or regulatory requirements and guidance which may from time to time be

applicable to the provision of the Services;

- . vi) the Service Provider has not and warrants that the Senior Advisor has not made any payment or transferred anything of value, directly or indirectly, where such payment or transfer could, under the laws of any relevant jurisdiction, be considered to have the purpose or effect of public or commercial bribery or to constitute the acceptance of, or acquiescence in, corruption, extortion, kickbacks, or other unlawful or improper means of obtaining business and that she will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving NN BANK or any NN BANK Group Member, make any such payment or transfer.
- . vii) the Senior Advisor will ensure that he/she: (i) will, when allowed the use of any NN BANK or NN BANK Group Member systems, comply with all applicable system usage, security and other policies and procedures in force from time to time; and (ii) will not load or use on any NN BANK's or NN BANK Group Member's computer equipment or systems any software, data or other materials, other than those provided or approved by NN BANK or the relevant NN BANK Group Member;
- . viii) the Senior Advisor will at all times behave in a courteous, professional and appropriate manner will not act or make any statement or otherwise behave in any manner that is reasonably likely to result in any prejudice to NN BANK or any NN BANK Group Member (including to its reputation); and
- . ix) subject to clause 6 a) iii) and 6 a) x) the Service Provider warrants that the Senior Advisor has appropriate experience, qualifications and expertise for the performance of the Services.
- . ix) the Service Provider warrants that the Senior Advisor has appropriate experience, qualifications and expertise for the performance of the Services.

- x) the Senior Advisor will not undertake any regulated activities on behalf of NN BANK as specified in The Financial Services and Markets Act (2000) (Regulated Activities) Order 2001 that would require the Senior Advisor to be authorised by the Financial Conduct Authority

7. CHARGES

- a) **Invoices shall be rendered to NN BANK monthly and if correct and undisputed shall fall due and payable to the Service Provider forty-two (42) days thereafter. Payment shall be by BACS transfer (or equivalent) and the Service Provider shall provide NN BANK with its relevant account details. Invoices should be submitted to: Accounts Payable NN BANK Bank plc,**
- b) **All Charges are expressed exclusive of value added tax or other equivalent tax which shall be charged in accordance with United Kingdom tax legislation. Where the Charges are subject to value added tax, invoices shall comply with applicable tax legislation and the tax amount rendered as a separate item of account. If it does not do so, the invoice will not be treated as correct for the purposes of clause 7 a).**
- c) **NN BANK shall reimburse the Service Provider (on production of such evidence as NN BANK may require) the amount (less any value added tax recoverable by the Service Provider) of all travelling, hotel, entertainment and other expenses properly and reasonably incurred by the Senior Advisor in the course of providing the Services.**

8. TERMINATION

- a) This Agreement shall commence on the date of execution of this Agreement and shall (without prejudice to clause 8 b) subsist for the duration of the Contract Period or until terminated in accordance with

this clause 8, whichever shall first occur.

9.

- b) NN BANK may terminate this Agreement and, at its option, the provision of any Services:
 - i) at any time for any reason whatsoever without the imposition of any penalty on giving not less than one (1) month's written notice to the Service Provider ;
 - ii) immediately on written notice if the Senior Advisor behaves in a manner which in the reasonable opinion of NN BANK is likely to bring NN BANK or any NN BANK Group Member into disrepute or otherwise to compromise or adversely affect the reputation and standing of NN BANK or any NN BANK Group Member, including, but not limited to breach of her duties contained in clauses 6 a) i) to 6 a) ix) of this Agreement;
 - iii) immediately on written notice if the Service Provider or Senior Advisor is in material breach of any of the duties contained in clauses 6 a) i) to 6 a) ix) of this Agreement and either the breach is incapable of remedy or the Service Provider has not remedied such breach within thirty (30) days of written notice requiring him to remedy that breach;
 - iv) immediately on written notice if the Service Provider or Senior Advisor becomes insolvent, bankrupt or makes any arrangement or composition with its or her creditors or is unable properly to provide the Services by reason of ill-health, accident or otherwise for a period or periods aggregating at least sixty (60) Working Days
 - v) immediately on written notice if the Service Provider or Senior Advisor fails or neglects efficiently and diligently to discharge or perform the Services or is guilty of serious misconduct or any other conduct (whether in the performance

of the Services or otherwise) which affects or is likely to affect prejudicially the interests of the Company or the Group or is convicted of an arrestable offence (other than a road traffic offence for which a non-custodial penalty is imposed).

- . c) The Service Provider and Senior Advisor shall have the right without prejudice to its or her other rights or remedies, to terminate this Agreement:
 - . i) with immediate effect by written notice to NN BANK if NN BANK is in material breach of any of its obligations under this Agreement and either the breach is incapable of remedy or NN BANK has not remedied such breach within thirty (30) days of written notice requiring it to remedy that breach;
 - . ii) at any time for any reason whatsoever without the imposition of any penalty on giving not less than one (1) month's written notice to NN BANK.

TERMINATION CONSEQUENCES

- . a) Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- . b) Subject to clause 9(c), upon termination or expiry of this Agreement, (i) each party shall promptly return any property (including Confidential Information) of the other which it has in its possession or control; and (ii) the Service Provider shall promptly repay NN BANK as a debt due all Charges paid for Services which are not performed before the date of termination or expiry.
- . c) Without prejudice to any other right or remedy of NN BANK under this Agreement, in the event of the expiry or any termination of this

Agreement for any reason whatsoever, NN BANK may keep copies of all products or documents delivered under this Agreement for archival and/or regulatory purposes as stipulated by any regulatory body that has authority over NN BANK (or to whose rules and guidance NN BANK is accustomed to comply), and the Service Provider shall procure that such party is entitled to retain such products or documents for such purposes.

LIABILITY AND INSURANCE

a) NN BANK shall not be liable to the Service Provider or the Senior Advisor in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Agreement if and to the extent that the loss or damage in respect of which such liability arises or is claimed to arise falls within any of the following categories: (i) loss of profits; (ii) loss of revenue or business; (iii) loss of goodwill or reputation; (iv) loss of or corruption or damage to data, whether or not NN BANK had been advised of the possibility of such loss, corruption or damage but the

10.

limitations in this clause 10 shall not apply to the liability of NN BANK to pay any Charges that have become properly due and payable under this Agreement.

b) The aggregate liability of NN BANK to the Service Provider or the Senior Advisor in respect of this Agreement in tort (including negligence), breach of contract, breach of statutory duty or otherwise shall in respect of any claim or series of connected claims arising out of the same cause, not exceed: (i) a sum equal to one hundred percent (100%) of the Charges paid or payable in respect of the calendar year in which the claim (or first in a series of connected claims) occurred; or (ii) where Charges under this Agreement will be paid for less than twelve (12) months in respect of such calendar year, a sum calculated by dividing the Charges

actually paid or payable under this Agreement in respect of such calendar year by the number of months in respect of which such Charges have been or will be paid in such calendar year and multiplying the result by twelve (12).

- c) **The aggregate liability of the Service Provider to NN BANK**
aggregate liability of the Service Provider or the Senior Advisor to NN BANK in respect of this Agreement in tort (including negligence), breach of contract, breach of statutory duty or otherwise shall, in respect of any claim or series of connected claims arising out of the same cause, not exceed the higher of: (i) a sum equal to one hundred percent (100%) of: (a) the Charges paid or payable under this Agreement in respect of the calendar year in which the claim (or first in a series of connected claims) occurred; (b) where Charges will be paid under this Agreement for less than twelve (12) months in respect of such calendar year, a sum calculated by dividing the Charges actually paid or payable under this Agreement in respect of such calendar year by the number of months in respect of which such Charges have been or will be paid in such calendar year and multiplying the result by twelve (12); and (ii) EUR[same amount as fixed comp].
- d) The Senior Advisor shall not be liable to NN BANK in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connected with this Agreement to the extent such loss or damage is consequential, indirect, special or punitive, whether or not such person had been advised of the likelihood of any such loss or damage.
- d)e) NN BANK shall not be liable to the Service Provider or the Senior Advisor in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Agreement to the extent such loss or damage is consequential, indirect, special or punitive, whether or not such person had been advised of the likelihood of any such loss or damage.

e)f) The limitations in this clause 10 shall not apply to the liability of NN BANK to pay any undisputed Charges that have become properly due and payable.

f)g) In calculating the Charges that are paid or payable for the purpose of this clause 10 no account shall be taken of any deductions from, or reduction in, such Charges imposed or agreed between the parties in the course of day-to-day management of this Agreement – that is, any such deduction or reduction shall be added back to the Charges for the purpose of calculating the limit of liability.

g)h) Notwithstanding any preceding provision of this clause, no limit on liability shall apply to claims for death and personal injury, fraudulent statements, any claims relating to breach of any claims for indemnity under clause 11 (Ownership of Materials), or any breach of the obligations of confidentiality under clause 12 (Confidential Information), or any claims under the indemnity in clause 15.

h)i) Within twenty eight (28) days of this Agreement, the Service Provider shall take out and maintain at its own cost a policy of insurance to cover its and the Senior Advisor's liability in respect of any act or default for which the Service Provider or Senior Advisor may become liable to indemnify NN BANK under the terms of this Agreement. The Service Provider agrees that NN BANK shall not be liable for any loss or liability incurred as a result of any default by the Service Provider in respect of this obligation.

11. OWNERSHIP OF MATERIALS

- a) The Service Provider shall notify NN BANK of any Intellectual Property Rights that are created by the Senior Advisor during the provision of the Services promptly on creation.
- b) Any Intellectual Property Rights created in the performance of the Services shall belong to NN BANK or, at NN BANK's option, to an NN BANK Group Member as notified by NN BANK from time to time.

- . c) The Service Provider and the Senior Advisor hereby irrevocably and absolutely assign by way of present assignment of future rights where applicable and with full title guarantee to NN BANK (or such other NN BANK Group Member nominated by NN BANK) all Intellectual Property Rights created in the performance of the Services for the full term of such rights (including any extensions and renewals) throughout the world, to the intent that all such Intellectual Property Rights shall belong absolutely to NN BANK (or the relevant NN BANK Group Member).
- . d) The Service Provider and the Senior Advisor shall procure the irrevocable and unconditional waiver of all moral rights (or similar rights) arising in the performance of the Services or, if NN BANK so elects, shall procure that any such moral rights (or similar rights) are exercised only as NN BANK shall direct.
- . e) The Service Provider and the Senior Advisor shall take all steps necessary to ensure NN BANK and their respective licensees and transferees may receive the Services without restriction of any kind.
- . f) The Service Provider represents, warrants and undertakes to NN BANK that any Services do not and will not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party and shall procure that the Senior Advisor shall perform her responsibilities under this Agreement in a manner that does not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

12. CONFIDENTIAL INFORMATION

a)

b)

The parties shall (and will procure that their personNN Bankel shall): (i) keep confidential all Confidential Information; (ii) not disclose or transfer to any third party (other than as permitted hereunder) any

Confidential Information; and (iii) not use (including by making unnecessary copies) other than as strictly necessary for the performance of this Agreement any Confidential Information.

The parties shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices properly placed or embedded by the other party on or in any of its Confidential Information.

13. DATA PROTECTION

- a) **Each party undertakes, where applicable, to comply fully with the DPA and to procure that its employees, agents and contractors observe the provisions of the DPA.**
- b) **Any breach or potential breach of the provisions of this clause shall be immediately notified in writing by the Service Provider to NN BANK.**

14. SECURITY OBLIGATIONS

- a) **The Service Provider will ensure that it implements and maintains appropriate security controls, in compliance with NN BANK's IT security standards, to ensure the confidentiality and integrity of all data and information belonging to NN BANK or any NN BANK Group Member which may be delivered to, generated by or otherwise used or processed by or on behalf of the Senior Advisor or may otherwise come into the possession or control of the Service Provider or Senior Advisor ('NN BANK Data'), and warrants and represents that such appropriate security controls are, and shall remain, operational and effective.**
- b) **Without prejudice to the generality of the foregoing, the Service Provider and the Senior Advisor will ensure that all NN BANK Data is protected at all times, in such manner as is consistent with the NN BANK data security**

classification applicable to such data, from corruption and from unauthorised access and interference both while such NN BANK Data is within the possession and control of the Service Provider or Senior Advisor and while (if transmission is consistent with the classification of such NN BANK Data and is strictly required for the purpose of performing the Services) it is in transit across a network (whether public or private).

- c) The Service Provider and the Senior Advisor will ensure that no NN BANK Data is stored on any portable medium or device.**
- d) Where NN BANK Data is transmitted across a network or stored on any portable medium or device, the level of protection that the Senior Advisor is obliged to adopt pursuant to clause 14(b) shall be consistent both with the data security classification of the data in question and with the additional risk posed by its transmission and/or its storage on a portable medium or device.**
- e) In the event of any unauthorised use or any misuse of NN BANK's or any other NN BANK Group Member's premises, equipment, systems, data or information (including NN BANK Data) by the Service Provider or the Senior Advisor NN BANK shall have the right (without prejudice to its other rights) to seek adequate compensation for any damage or costs incurred in such instances.**
- f) The exercise by NN BANK of its rights under clause 14 e) shall not relieve the Service Provider or the Senior Advisor of any responsibility to perform its or her obligations under this Agreement.**

g) The Service Provider and the Senior Advisor will comply with any

additional requirements in relation to data integrity, handling or storage which NN BANK may from time to time reasonably request.

15. **INDEMNITY** The Service Provider shall fully and effectively indemnify, and keep indemnified, NN BANK from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against NN BANK as a result of, or in connection with, any claim for infringement of any Intellectual Property Rights relating to any Services provided by the Senior Advisor under this Agreement; any breach of her duties contained in clauses 6 a) i) to 6 a) ix) of this Agreement; any breach by the Senior Advisor of Clause 13 and in respect of any claims or demands which may be made by the relevant authorities against NN BANK in respect of Income Tax or National Insurance payments relating to the provision of the Services by the Service Provider and the Senior Advisor. This paragraph should be read in conjunction with paragraph 10 above.
16. **HEALTH AND SAFETY** When performing work at any premises of NN BANK or a NN BANK Group Member (a 'Location'), the Senior Advisor shall comply with the instructions given by NN BANK's representatives at the Location. The Senior Advisor shall comply with the site and security regulations relating to the Location and with NN BANK's then- current Health and Safety Guidelines a copy of which may be obtained from NN BANK on request.
17. **FORCE MAJEURE** No party to this Agreement shall be liable for any delays or failures attributable to its being affected by an Event of Force Majeure, but the party so affected shall use best endeavours to resume performance as quickly as possible and shall promptly give the other party full particulars of the failure or delay and consult with the other party concerning the failure or delay from time to time as appropriate. If any such delay or failure on the part of the Service Provider or the

Senior Advisor continues for a period of three (3) months, or for sixty (60) days in any one hundred and twenty (120) day period, NN BANK shall be entitled to terminate this Agreement, any Services immediately on giving written notice to the Service Provider.

18. GENERAL

- a) **The Service Provider shall not, without the written consent of NN BANK, assign or transfer this Agreement in whole or in part.**
- b) **The Service Provider and the Senior Advisor shall not disclose the making of this Agreement in any journal, magazine or other publication or any other medium or use NN BANK's name or logo (including any trade mark) in any of his advertising or publicity material without NN BANK's prior written consent, which may be withheld or given in NN BANK's absolute discretion.**
- c) **Except where otherwise explicitly agreed, all right and remedies granted in this Agreement are cumulative and not exclusive of any other remedy or right in this Agreement or at law, and no exercise of any right or remedy shall restrict or prejudice any further exercise of it.**
- d) **Where the Service Provider has incurred any liability to NN BANK under or in connected with this Agreement, NN BANK may set-off the amount of such liability against any sum that would otherwise be due to the Service Provider by NN BANK (whether under this Agreement or otherwise).**
- e) **This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together**

shall constitute one and the same instrument.

- f) No relaxation, forbearance, delay or negligence by either NN BANK or the Service Provider in enforcing any provision of this Agreement or in exercising any right or remedy to which it is entitled under this Agreement or the granting of time by either party to the other party shall constitute a waiver or prejudice, affect or restrict the rights and powers of that party. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought and communicated to the other party in accordance with clause 18j) (Notices). The waiver of any breach of this Agreement shall not be constitute a waiver of any subsequent or other breach.**
- g) The Service Provider and the Senior Advisor shall provide access to the Services to any internal and/or external auditors and/or examiners of NN BANK.**
- h) NN BANK and the NN BANK Group Members are subject to certain regulatory requirements (including from the Financial Conduct Authority, the Bank of England and other competent regulatory bodies in other jurisdictions) and as a result, in addition to the Service Provider's obligations under this clause 18h), the Service Provider shall, upon request and reasonable prior notice, provide to or procure for NN BANK and/or internal and/or external auditors and/or examiners of NN BANK and/or any NN BANK Group Member, copies of the Service Provider's records pertaining to any transactions contemplated under this Agreement.**
- i) The Service Provider shall comply with any request of NN BANK for information relating to the Services that may be required by NN BANK to enable it to comply with any general regulatory requirements applicable to NN BANK and/or any NN BANK**

Group Member and also in relation to the US Sarbanes-Oxley Act of 2002 (and any resultant, similar or replacement legislation, rules or guidance).

- . j) Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served by fax, pre-paid first class post or courier and shall be deemed (in the absence of evidence of earlier receipt) to have been delivered (in the case of post or courier) forty-eight (48) hours after despatch to the relevant address indicated at the top of page 1 or (in the case of fax) on the first working day following its despatch provided notification of a successful and complete transmission is obtained.
- . k) Nothing in this Agreement shall be construed as or have the effect of constituting any relationship of employee and employer between the Senior Advisor and NN BANK.
- . l) No variation to this Agreement shall be effective unless in writing signed by a duly authorised officer of each of NN BANK and the Service Provider.
- . m) The Service Provider shall, at its sole cost and expense, do and/or procure to be done all such further acts and things and execute and/or procure the execution of all such other documents as NN BANK may from time to time reasonably require for the purpose of giving NN BANK the full benefit of the provisions of this Agreement and for the fulfilment of the Service Provider' and the Senior Advisor's obligations under this Agreement.
- . n) If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, the invalid, illegal or unenforceable provision will be severed and the remaining provisions will remain in full force or effect. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of this Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or

unenforceability (as appropriate).

- . o) The expiry or termination (for any reason) of this Agreement shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.
- . p) The Service Provider and the Senior Advisor shall not during the period of this Agreement and for six months thereafter, approach, or induce with offers of employment, directly or indirectly, any NN BANK staff the Senior Advisor comes into direct contact with in performing her duties under this Agreement without the prior written agreement of NN BANK.
- . q) The provisions of this Agreement constitute the entire agreement between NN BANK, the Service Provider and the Senior Advisor in relation to their subject matter and, except as otherwise expressly provided, supersede any and all prior agreements, representations, statements, negotiations and undertakings between the parties relating to such matters.
- . r) Unless expressly provided otherwise the Service Provider and the Senior Advisor shall be jointly and severally liable for their obligations under this Agreement.
- . s) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- . t) This Agreement shall be governed in all respects by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts in respect of any contractual or non-contractual disputes.
- . u) The Senior Advisor acknowledges that she has received copies of, or has otherwise been given access to, the following documents and that she is aware of their terms: IT Security; Health and Safety; Site

Security; Screening Policy.

- v) Unless expressly provided otherwise, Firstname Surname and Consulting Company Ltd shall be jointly and severally liable for their obligations under this agreement. **AS WITNESS** the hands of the duly authorised officers of the parties on the date which appears first on page 1.

Signed for and on behalf of **NN BANK Bank plc**

Signed: Name: Senior Director Bank Date:
.....

Signed by **Firstname Surname**

Signed: Name: Firstname SurnameDate:
.....

Signed by Firstname Surname for and on behalf of **CONSULTING COMPANY Ltd**

Signed:..... Name: Firstname Surname
Date:.....