

TERMS AND CONDITIONS

This Agreement has been entered into by and between the following Parties:

CLIENTS

(hereinafter called “the Client”)

and

Weis & Wise A/S
Amaliegade 6, 2tv
1356 København K
Danmark
VAT DK33866321

(hereinafter called “the Supplier”).

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1 BACKGROUND

1.1 The Parties have agreed to start cooperation in the area of software development. The Client carries on a business of development of software etc. and in that connection, the Client wishes to rent working capacity, premises, computers

etc. for the use of this business. With regard to this purpose, the Parties have entered into this Agreement according to which the Supplier on the below terms offers to provide such services for the Client in Pakistan (later referred as “Location A”).

2 SERVICES PROVIDED BY THE SUPPLIER

2.1 The Supplier can provide the below services to the Client. With regard to this, it is clarified that in accordance with this Agreement, the Supplier does not supply any work result, but is able to place the below resources at the Client’s disposal. The Supplier establishes and services the Client teams of the Consultants that belong to and managed by the Client (with the Suppliers assistance when needed).

To the greatest possible extent, the Supplier endeavours to place the following resources at the Client’s disposal that the Client demands:

2.1.1 Consultants:

In coordination with the Client, the Supplier will search for and recruit a team of Consultants to be dedicated for the Client. The team may be recruited as new Consultants in the Supplier’s company or from the Supplier’s existing staff.

The Client will explain to the Supplier what skills are required. Based on this, the Supplier will present relevant profile/profiles to the Client. A profile cannot be covered by this Agreement until the Client accepts the profile in question. The Client is entitled to carry out his own interviews and tests with the profile before selection. If such interviews/tests result in additional costs, such costs are covered by the Client. Any costs must be notified in advance by the Supplier.

The Supplier will also assist on human resource retention tasks such as staff review, payroll etc.

2.1.2 Working environment:

The Supplier will provide the working environment needed for the Consultants to carry out their tasks for the Client. This includes computer hardware and soft-

ware. This is explained in detail in clause 4. Special requirements by the Client may be provided at the Client's request and costs.

2.1.3 Office management:

The Supplier's office management shall ensure available office space when needed. The Client will achieve access to online information provided by the office management regarding subjects such as working days/non-working days, sick days, vacation planning, and log in/out etc. These services are continuously developed further and they are available for the Client on request.

2.1.4 Education:

Training programs can be agreed with the Client. The aim of this is to provide the needed education to the dedicated team of the Client. The Supplier will provide the framework, but the Client is to pay for any direct costs in connection with education programs specifically requested by the Client.

2.1.5 Project-based agreements:

In the event that a Client should wish to get a specific project done, the Supplier will be able to make a specific offer for such a project. In such case, the project conditions will be specified in a specific appendix and this Agreement shall not apply, unless dictated by the appendix in question. However Article 8 and 10 of this Agreement shall always apply.

2.2 The Supplier shall not be liable in damages, delay or default in performing services according to the Agreement hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, third party suppliers and subcontractors failures (e.g. electricity shut down), from insurrections, burglary and/or any other cause beyond the reasonable control of the Party whose performance is affected.

3 THE CONSULTANT

3.1 The Client has a 3 months trial period to test the Consultant. If the Client should wish to end the working relationship with the Consultant within the trial period, the Client is entitled to do so with the Consultant in question with 14 calendar

days of notice. After the trial period the dismissal rules are as described in the clause 3.12.

- 3.2 If the Client has decided to downsize the team due to Clients' company internal reasons, then the clause 3.12 applies even when the Consultant is on trial period.
- 3.3 The Client may terminate maximum of 7 Consultants per month according to the clause 3.12 or give 3 months' notice to the Supplier to terminate all the Consultants. Termination of all the Consultants with no intention of their replacement is equivalent to termination of this agreement with the Supplier (see clause 9.1).
- 3.4 The Client shall pay for the Consultant to have (or accumulate) 20 work days of vacation per year as well as sick days.
- 3.5 Any vacation must be planned and agreed between the Client and the Consultant well in advance with the Client having the final word. The Consultant is not allowed to take any vacation during the trial period. However, 5 days of vacation are accumulated for this period if the trial is passed successfully.
- 3.6 If the Client decides to terminate contract with the Consultant or with the Supplier, accumulated vacation days (if any) should be paid by the Client to the Consultant in addition to the Salary. The Client cannot force Consultants to take vacation during the termination period unless there is agreement from both parties. This clause may or may not apply to the Location A.
- 3.7 The Consultant is allowed to take up to 5 work days of undocumented sick leave per year. For longer sick leave, the Consultant must provide documentation (e.g. doctors' certificate or equivalent documents). In case, the Consultant is sick for more than 10 days in a row, the Client is entitled to initiate the discussion with the Supplier on whether and how to compensate the sick leave.
- 3.8 The working week for the Consultant is agreed to 40 hours unless otherwise stated. This is controlled by the Client meaning that the Client can ask the Consultant for overtime; give days off etc. as it applies for an ordinary employer. In that connection, clause 5.4 about overtime pay etc. still applies. Overtime is normally exchanged for similar periods of time off another day or paid out at the rate agreed in writing in the beginning of the cooperation. If any time is owed to

- the Consultant by the end of the agreement, this will be invoiced additionally to the Client.
- 3.9 The Client must respect that the Consultant does not work on the holidays in the country they are located (Location A), but works on bank holidays of the Client's nation.
- 3.10 In the event that the Consultant cannot obtain a visa for travelling to the appropriate country, the Client is entitled to terminate the agreement with the specific Consultant immediately and does not affect any other agreements concerning other Consultants
- 3.11 In the event that the Consultant should decide to resign from his position with the Client or the Supplier, the Consultant shall give 30 days' notice and the accumulated vacation days (if any) shall be compensated with the Salary by the Client. The Supplier shall do its utmost to ensure that all the material made by the Consultant for the Client is handed over to a new Consultant with the Supplier or directly to the Client.
- 3.12 No matter the reason, the Client is entitled to terminate the agreement with any Consultant at 45 days' notice. In that connection, it is clarified that termination of the agreement concerning one Consultant does not affect any other agreements concerning other Consultants.
- 3.13 The Client has the right to administer the time of the Consultant, and the Supplier is not entitled or obliged to give any instructions to the Consultant to work on any projects except for the Client's. This should not be confused with the Supplier's right and obligations to give the Consultant instructions if it is felt necessary in the daily work for the Client.
- 3.14 The Client has no obligations towards the Consultant. The Client's only obligations according to this Agreement and the working relationship in general are towards the Supplier.
- 3.15 Clauses 3.1 through 3.15 reflect current labour law regulations in Pakistan. Should this change in the future, the Supplier reserves the right to enforce such changes and make relevant modifications to the agreement with 1 month's written notice to the Client

4 WORKING LOCATION

- 4.1 The working location is decided with the Client in advance of hiring the Consultant in order to ensure that the Consultant selected for the work is interested in such conditions. Any change in these conditions at a later stage is possible, but it requires the acceptance of the Consultant in the same way as an ordinary Consultant will be asked.
- 4.2 When working in the Supplier's office(s), the Supplier shall provide the Consultant with good quality working conditions, including office space, workstation and access to phone, internet and other requirements. In general, the Supplier will be helpful making things work out, but will not (unless instructed by the Client) interfere with the daily work provided by the Consultants.
- 4.3 In principle, the Consultant can work anywhere the Client may require, and it will in most cases be in various locations. In the following clauses the conditions for each location is stated, and they may be mixed/used as required during the conduct of the work. All additional costs related to any relocation requested by the Client are paid fully by the Client.
- 4.4 When working from the Supplier's office(s) and the Client being located abroad some travel may be needed. Travel plans are made by the Client as a usual part of the planning considering, however, the Consultant's private life in such a way that any deviation from normal working hours is only possible if agreed with the Consultant. The Supplier will arrange the travel by booking plane tickets and arranging visas for the Consultant. The costs of this will be added to the Client's invoice. Arranging visa normally takes 10 working days, but the Supplier is not providing any guarantees about visas being provided to the Consultant. If the Client does not take care of the Consultant upon arrival at the new location, the Supplier will do so and invoice the costs to the Client. Prices for visa/plane, di-ets, stays at different locations and any other services requested by the Client are stated in Appendix 1, on the intranet homepage or will be quoted upon request by the Supplier's administrative staff.
- 4.5 Visas can as an example cover the right of the Consultant for up to 3 months' stay in the Schengen countries. The Consultant is not allowed to perform direct work, but is allowed to "deliver" or "pick up" projects/tasks, receive, training, in-

structions, participate in meetings etc. When working outside the Schengen countries the laws of such countries apply.

- 4.6 When working at the Client's location in excess of the cases described in clause 4.5, work permits will be needed. The Supplier offers to apply for work permits in addition to the conditions mentioned in clause 4.5. In such cases an individual relocation agreement is made outside of this Cooperation Agreement.
- 4.7 When working on a location selected by the Client, the Client is responsible for providing adequate working conditions.
- 4.8 In case the Client requires special working conditions for the Consultants in any of the Supplier's locations, such as especially powerful internet connections, specific licensed software, special certificates etc., this can be provided, but extra costs will be invoiced to the Client. Upon request from the Client, the Supplier will provide the price and, after acceptance, provide the additional services.
- 4.9 The Supplier offers to the Client the opportunity of purchasing additional hardware. If so, the Client shall pay the cost price that the Supplier pays for the equipment, and the Supplier then makes it available for the use of the Client. This does not imply, however, that the Client gains ownership to the hardware. According to the local law and regulations, the equipment belongs to the Supplier, and cannot be present in the Supplier's offices unless it is so. Should the Client decide to terminate this Agreement, the Client is entitled to purchase the equipment for the lowest price possible to sell according to local law of depreciation, and the purchase price can then be refunded by the Supplier if the price exceeds DKK 6,000 pr item. For equipment with a value in excess of DKK 25,000, a special agreement can be drawn up confirming this.

5 PRICES

- 5.1 Unless otherwise agreed the price consists the Consultant Salary.
- 5.2 For the services comprised by this Agreement, the prices for the services provided by the Supplier are stated in the attached Appendix 1 to this Agreement. The Supplier is entitled to change the Fee prices on the annual basis according to the terms listed in the Appendix 1. The Tax is subject to change without notice in full accordance with the law changes depending on the Location A.

- 5.3 The Client is allowed to enter directly into an agreement with the Consultant about extra pay such as overtime pay, project bonuses and similar “one-off” things. In such case, the Client is to inform the Supplier about the amount requested to be paid to the Consultant. Subsequently, the Supplier will invoice this amount to the Client and pay it to the Consultant.
- 5.4 In case of project-based agreements, the pricing is agreed individually, and this clause 5 does not apply.
- 5.5 Should the Client decide to send his own Consultants (Consultants who are continuously employed by the Client and who are not transferred to work with the Supplier) to live and work in any of the Supplier’s locations at the Supplier’s office, the Supplier will provide the working environment needed for the Consultant to work together with the rest of the team. This will be done for ½ price of the Supplier’s normal Fee (stated in the attached pricelist) since the Client does not need to do any retention or recruitment work. If the Consultant is required to be registered as an employee in the Location A, and pay taxes there, the Supplier can organize this to be done, and the Supplier can invoice the Client in its home country and pay out the Salary to the Consultant. For this service, the Client will pay the Supplier’s costs of setting up the registration (time and fees) and transfer costs. The Supplier will provide help to find an apartment and other practical things.
- 5.6 From the time when the Client pays money to the Supplier’s account and until the money is in the hands of the Consultant, transfer costs and exchange rate costs accrue. These costs are partly controlled by the local government and are not controllable, these costs are set in the price attachment, and changes are to be notified like a change in the fee.

6 PAYMENT

- 6.1 Payment for the services requested by the Client are payable in advance on a monthly basis, and payment is to be made within 14 days from the date of invoice. Additional costs, neither planned nor invoiced, accruing during the month are invoiced instantly or added to the invoice the following month. The Supplier reserves the right to demand advance payment for any purchases or outlays done on behalf of the Client.

- 6.2 Any objection regarding the invoice or the services provided must be put forward immediately after the invoice has been received.
- 6.3 Payment is under no circumstances to be made directly to the Consultant.
- 6.4 In case of late payment, an interest at the rate of 1,5 % per month will be charged.
- 6.5 Clause 7 only applies if all services are paid in full. If not, all rights belong to the Supplier.
- 6.6 Any disagreements about invoicing or other matters must immediately be forwarded to the Supplier by the Client so that the Supplier can take any necessary actions.
- 6.7 A condition for the credit provided in 6.1 is that Supplier's financial department has verified the Client's sufficient credit rating. If Supplier's financial department can not verify sufficient credit rating, a deposit of one month invoicing must be done.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All rights shall belong to the Client unless otherwise clearly stated.
- 7.2 The Consultant agrees to this Agreement with regard to the rights to developed intellectual property rights. The Supplier has no obligations with regard to the success of projects that the Consultant is working on. The prices are fixed according to this distribution of responsibilities, and no offers, prices, project plans etc. may be interpreted as if the Supplier is responsible for the result of the Consultant's work unless this is directly and clearly stated by the same signature as on this Agreement.

8 NON-COMPETITION

- 8.1 During the term of this Agreement and in a period of 12 months after the termination of this Agreement, the Client is not entitled in any way, directly or indirectly, to cooperate or employ Consultants who have been employed by the Supplier or presented to the Client by the Supplier in person or any other form. Fur-

thermore, within the above period of time, the Client is also not entitled, through other companies which the Client might have an interest in, to employ or to enter into cooperation agreements with any such Consultant.

8.2 The Client is not entitled to conduct any negotiations with any of the Supplier's Consultants regarding referral of "friends" or any other cooperation with persons recommended by the Supplier's Consultants unless this have been approved in writing by the Supplier no matter if this is for short-term or long-term reasons.

8.3 Any breach of this non-competition clause is subject to an agreed penalty in the amount of DKK 250,000 for any one breach thereof. This penalty will recur on a monthly basis if the breach is continued. In addition to payment of the above penalty, the Supplier is entitled to compensation for his loss as a consequence of the breach of this non-competition clause.

8.4 Payment of such penalty and compensation does not terminate this non-competition clause.

8.5 The Supplier is also entitled to commence enforcement proceedings without security.

9 TERMINATION

9.1 This Agreement is valid until terminated by one of the Parties at 2 months' written notice. However, for the teams of 15+ Consultants, 3 months' written notice shall be given.

9.2 Termination of this contract by the Client must be communicated to the Supplier in writing at the following email address kw@weiswise.com.

9.3 Clause 5, 8 and 10 shall remain in force after the termination of this Agreement.

9.4 The contract is intended to run for years, considering that changes are needed in order to keep the business up to date, the Parties agree to review the contract and its attachments yearly in order to update the contract with changes in the business.

10 CONFIDENTIALITY

- 10.1 During the course of business, confidential information regarding each Party will be known to the other Party. The Parties agree that such information must not be shared with any third party unless written confirmation from the other Party is obtained.
- 10.2 Confidential information includes, but is not limited to information about the Consultants, lists of current and potential customers, financial information, price calculations, business processes, contracts, patents, technical knowledge, drawings and product developments.
- 10.3 The Parties shall ensure that all Consultants and sub-contractors are bound by this confidentiality clause and are carefully instructed in its words and intents.

11 REPRESENTATION

- 11.1 The Parties agree that future adjustments and attachments can be done by

- 11.2 The Client represented by:

X

and

- 11.3 The Supplier represented by:

Kasper Weis

12 CHOICE OF LAW AND VENUE

This Agreement shall be subject to and governed by Danish Law. Any dispute arising out of or in connection with this Agreement shall be submitted to the competent Danish court.