



GENERAL TERMS AND CONDITIONS

1. Scope and Applicability

These General Terms and Conditions apply to all assignments undertaken by North Grey AS ("the Company") unless otherwise agreed in writing. In the event of any conflict between these General Terms and the Specific Assignment Terms, the latter shall prevail.

2. Definitions

"Client" means the contracting party purchasing services from the Company.

"Services" means all tasks, advisory work, security operations, or related activities performed by the Company.

"Personnel" means all employees, subcontractors, or agents acting on behalf of the Company.

"Confidential Information" means any non-public information exchanged between the parties during the engagement.

"Assignment" means the specific project or operation described in the Assignment Terms.

3. Client Responsibilities

The Client shall provide accurate, complete, and timely information necessary for the safe and effective execution of the assignment. The Client shall ensure that all required permits and legal authorizations are obtained prior to service commencement. The Client is responsible for informing the Company of any known threats, risks, or sensitivities related to the assignment. The Client remains solely responsible for the safety and conduct of its own personnel, guests, or property.

4. Service Limitations

The Company's services are risk-reducing in nature and do not constitute a guarantee against security breaches, loss, injury, or damage. The Company shall not be liable for incidents arising from conditions beyond its reasonable control, including the Client's failure to follow recommendations or instructions. The Client retains full responsibility for its own assets, personnel, and decision-making, regardless of the Company's advisory role.

5. Limitation of Liability

The Company shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of data, or reputational damage.

The Company's liability is in all cases limited to the coverage provided under its applicable insurance policies. A copy of the insurance certificate is available upon request.

6. Operational Safety Limitations

Personnel shall not be required to perform services that violate safety best practices, fatigue regulations, or operational guidelines. The Company reserves the right to pause or modify operations if safety conditions are assessed to be unacceptable. Any operational delay resulting from safety concerns shall not be considered a breach of contract by the Company.

7. Incident Reporting and Emergency Protocols

In the event of a critical incident, the Company will notify the Client as soon as reasonably practicable, subject to operational security constraints. The Company may take any action deemed necessary to protect life, safety, or property, even if such action deviates from the original assignment scope. Post-incident reports will be provided when operationally feasible.

8. Force Majeure

The Company shall not be held liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, strikes, pandemics, or governmental restrictions.

9. Subcontractors

The Company may engage qualified subcontractors to deliver parts of the services. The Company remains fully responsible for the performance and conduct of subcontractors acting on its behalf. The Client may request disclosure of subcontractor involvement where operationally appropriate.

10. Confidentiality

Both parties shall treat all Confidential Information as strictly confidential and shall not disclose it to any third party without written consent, unless required by law. Confidentiality obligations survive the termination of the agreement for a period of five (5) years, unless mandatory regulations require a longer period. Confidentiality obligations do not apply to information that:



- is publicly available without breach of this agreement;
- was known to the receiving party prior to disclosure;
- is lawfully obtained from a third party without confidentiality obligations

11. Compliance and Conduct

The Company undertakes to perform all services in accordance with applicable laws and regulations, including the Norwegian Private Security Act and related regulations. All personnel will act professionally and ethically at all times.

12. Assignment Framework and Responsibilities

Unless expressly agreed otherwise, the Client shall be responsible for obtaining all necessary public permits, approvals, and ensuring compliance with any legal or regulatory frameworks relevant to the assignment. The Contractor and its personnel shall not be obligated to provide any services beyond those explicitly defined within the scope of the assignment.

13. Right to Withdraw due to Legal og Ethical Concerns

The Company reserves the right to immediately withdraw from any assignment, without liability or obligation to compensate the Client, if the execution of the assignment:

- Is, or is reasonably believed to be, in violation of applicable laws or regulations; or
- Conflicts with recognized ethical standards, including but not limited to human rights principles, anti-corruption norms, or professional codes of conduct applicable to the Company's operations.

In such cases, the Company shall notify the Client in writing, stating the grounds for withdrawal. The Client shall remain liable for payment of services already rendered and any non-refundable costs incurred prior to the withdrawal.

14. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of Norway. Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Oslo, Norway.

15. Amendments

Any amendments or modifications to these terms must be made in writing and signed by both parties.

16. Termination

Either party may terminate the agreement with written notice, subject to the cancellation terms outlined in the Specific Assignment Terms. Upon termination, the client shall pay for all services rendered and costs incurred up to the date of termination.

17. Data Protection

The Company processes personal data in accordance with the GDPR and applicable national privacy legislation. The Company will only collect personal data necessary for fulfilling the assignment, including identity information, operational data, and security-relevant details. The Client is responsible for ensuring that any personal data shared with the Company is lawfully obtained and transferred.

Where the Company acts as a data processor, a separate Data Processing Agreement (DPA) shall be executed. Personal data shall be retained only as long as necessary to fulfil legal or operational requirements.

18. Entire Agreement

These General Terms, together with the Specific Assignment Terms, constitute the entire agreement between the parties and supersede all prior agreements or understandings, whether written or oral