

# LAPOINT TRAVELS AS

## CONSULTANT AGREEMENT / PROSJEKT BASERT

The present agreement (the "Agreement") is concluded on date between  
(1) Lapoint Travels AS (org.nr. 992 309 466) (the "Client") and  
(2) **MARCO AURELIO NUNES MATTOS DE BRITO** (the "Consultant")

### **1. Consultant Contract commencement date**

Contract shall commence on 13NOV2017 and run until 13NOV2018. After this date the parties can renegotiate the working hours, salary, fee and other remuneration.

### **2. Probationary period**

The probationary period is 0 months and will end 13NOV2017. During this period the mutual notice period shall be 1 month calculated as from the date on which notice is given. If the Consultant has been absent from work during the probationary period, the Client may extend the agreed probationary period by a period corresponding to the duration of such absence.

The Client shall in such case inform the Consultant in writing of such extension prior to the expiry of the probationary period. The probationary period shall not be extended on the basis of any absence caused by circumstances on the part of the Client.

### **3. Termination of contract after probation period**

Following the expiry of the probationary period, the mutual notice period shall be 2 months, calculated as from the end of the calendar month in which notice is given. Upon termination, the Consultant shall hand back all materials and all property belonging to the Client. Such obligation shall also apply to any documents and other materials stored electronically.

### **4. Duties**

The Consultant shall perform the duties and responsibilities falling within the scope of the contracted position at any given time. The main duties on a daily basis are answering international customer emails, agent bookings, phone calls, chat and Facebook requests.

Upon request the Consultant may also be asked to perform duties like developing booking systems, and assisting in uploading projects. It is up to the consultant to accept or decline these request if they require extra work hours outside the agreed ordinary working hours.

The Client may issue regulations governing the position, work procedures, etc. The Client shall be entitled to make changes to duties, job titles and responsibilities. Besides, the Consultant may be requested to perform other temporary duties in return for the continuation of salary payments and other rights.

## **5. Place of work**

Place of work can be any place the consultant choose, as long as the consultant is online and working during the working hours in this agreement. The Consultant must be prepared to engage in work travel to the extent required by the position. Work related travels where the consultant is asked to participate will be paid by Lapoint Travels.

## **6. Working hours**

Ordinary working hours are Monday to Friday between 09:00 to 17:30 CET. Ordinary daily working hours are 8 hours, exclusive of the lunch break, and ordinary weekly working hours are 40hours, exclusive of the lunch breaks. However, The consultant will be offered to work more in periods with more work load, and is free to accept or decline these offers. Maximum work hour per day is 10 hours.

## **7. Payment, fee and other remuneration**

The agreed fee as per the consultant commencement date is 12,00 EUR per hour and shall be invoiced by the consultant's company on a monthly basis. Invoice date should be the 15th and payment will be issued on the 28th of each month, into the bank account specified by consultant.

With the agreed fee the consultant is responsible for paying social security in the respective country if consultant is obliged to participate in the social security system, country tax and necessary health insurances. Lapoint will provide a telephone number for work purpose phone calls.

## **8. Fee deduction**

In the event of any error in the payment of the fee, the Client may make necessary deductions from, or adjustments to, any payments made after the error has been discovered. Such deductions may also be made in respect of any loan payments due to, or goods purchased from, the firm. Besides, deductions may be made in accordance with Section 14-15 of the Working Environment Act.

## **9. Holidays and holiday allowance**

The consultant has the right to 5 weeks of paid vacation a year.

## **10. Duty of confidentiality**

The Consultant undertakes to refrain from disclosing, as well as to prevent others from gaining access to, or knowledge of, confidential information, unless otherwise stipulated in specific legislation.

By confidential information is meant all information which has come to the knowledge of the Consultant, which is not in the public domain, and which the Consultant ought to understand, based on a prudent assessment, that it may be of importance for the Client to keep confidential.

No form of reproduction and/or copying of business-related documents for private use is permitted without the permission of superior officers representing the Client. The duty of

confidentiality shall remain in full force and effect after termination of the contract. Nor shall the Consultant use or exploit any information falling within the scope of the duty of confidentiality in his/her own business or in any service or work performed for others.

#### **11. Other work or appointments during the employment period**

The Consultant shall, as from the contract commencement date, devote his/her entire work capacity to the company and undertakes, for the duration of the employment period, to refrain from accepting any paid or unpaid work or paid or unpaid assignments/appointments for others that may conflict with his/her work for the Client, without the prior written consent of the Client. Consent may only be withheld with just cause.

#### **12. Rights to the work output**

All rights to any output created or produced by the Consultant in connection with the contract as well as any output that he/she contributes to creating or producing, shall accrue to the Client. This includes, but is not limited to, copyrights and other rights under Act of 12 May 1961 relating to Copyright to Intellectual Property, Inventions, Trademarks, Domain Names, Business Concepts and Knowhow.

The Client shall have an exclusive and perpetual right to any form of exploitation of such products or such materials, whether commercial and noncommercial, for own use or by transfer, national and international, in original form or by processing and modification.

The Consultant shall not be entitled to any separate consideration in respect of the Client's exploitation of such rights, unless otherwise stipulated by mandatory statute. This shall apply irrespective of whether such exploitation takes place prior or subsequent to the termination of the employment.

SIGNATURES

Date / Place:

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Consultant

  
Lapoint Travels AS