

## BUSINESS TERMS AND CONDITIONS FOR RECRUITMENT SERVICES

---

These business terms and conditions for recruitment services (the "Terms") govern the relationship between Adecco Norge AS (Adecco Select) (the "Company") and the Client. The Terms supersede all previous agreements between the Parties. If the Contract is cancelled, postponed or similar by the Client, the Contract is considered as fulfilled by the Company. This also applies if the Candidate withdraws because the Client is unavailable.

The Client has asked the Company to recruit a Candidate for a position with the Client for a Contract Fee. The parties agree that this request is an Order under these Terms.

### 1. Definitions

Terms and expressions in the Terms shall be understood as follows:

**Candidate:** The person(s) Introduced to the Client by the Company.

**Client:** The person, company, enterprise or entity for which the Company Introduces Candidate(s).

**Company:** Adecco Norge AS (Adecco Select).

**Confidential Information:** Any information provided by one of the parties to the other party concerning the Candidate, the Client's business or the Company and/or the Order which is expressly or by its nature confidential.

**Engage (or Engagement):** To hire or re-hire, engage or otherwise accept services from a Candidate that the Company has directly or indirectly Introduced for any position (including a temporary or permanent position) over the course of the last twelve (12) months from the last Recruitment Activity.

**Introduce or Introduction:** Verbal and/or written information from the Company to the Client, which deals with and identifies a possible Candidate for a potential Engagement, etc.

**Order:** A request from the Client to the Company for Recruitment Activity with a view to Introduce one or more Candidates for permanent or temporary Engagement with the Client, including searching for Candidates outside the Company's existing database and/or advertising. For each Order, a Contract Fee in accordance with Section 3 below will apply. Each Order shall be exclusive, i.e. the Client shall not engage other recruitment companies to Introduce Candidates for the same or similar Engagement as long as the Order is in force.

**Recruitment Activity:** Any Introduction and other prior activity related to a Contract for the recruitment of Candidate(s) for Engagement with the Client.

**Salary and remuneration package:** A Candidate's estimated total gross salary for the first year of employment, i.e. the total value of his/her annual salary, including guaranteed bonus/commission (even if payment is made the following year). If the estimated total remuneration is uncertain, the highest estimate is used.

## 2. Agreement

2.1 These Terms are considered to be accepted by the Client when the Company has received an Order or started a Recruitment Activity. The Terms apply regardless of whether the Candidate is Engaged by the Client for the same type of work for which the Order was originally made and regardless of whether the Client itself attempts to fill the position in other ways, e.g. by internal or external advertising. Candidates or potential Candidates found in ways other than through the Company shall be channelled to the Company as soon as possible. Such Candidates shall not be Engaged in an equivalent position by the Client during the Order Period. If introduced or potential Candidates are directly Engaged by the Client within twelve (12) months after the Order has been completed, regardless of outcome, this will be regarded as a material breach of this agreement.

2.2 The Client shall immediately notify the Company if the Client intends to Engage a Candidate that the Company has Introduced.

## 3. Prices

### 3.1 Contract Fee

3.1.1 The Client shall pay a remuneration to the Company for each position for which the Company initiates a Recruitment Activity ("Contract Fee").

3.1.2 The Contract Fee shall be divided into three payments:

30% of the Contract Fee's total value, or any other agreed fixed amounts, are considered as accrued and is invoiced when the Company's accepts an Order ("Startup Fee").

An additional 40 %, are considered accrued and is invoiced when the Client accepts the Candidate(s) as final Candidates

The remaining 30 % of the Contract Fee is considered as accrued and is invoiced when the final Candidate(s) sign an Employment Agreement with the Client and shall be paid according to the terms of payment in these Terms, adapted if appropriate, to reflect the final agreed Salary and Remuneration Package ("Completion Fee").

3.1.3 If the Client cancels the Order (or substantially changes the terms of the Order) after the Company has commenced work on the Order, all Contract Fees will become immediately due for payment. Cancellations must be in writing and take effect when received by the Company. Accrued advertising costs are non-refundable.

3.1.4 If the Client Engages another Candidate among those already Introduced by the Company in connection with an Order (irrespective of whether this is a different Engagement than the Order originally concerned), the Client shall pay another Contract Fee, still calculated with a 15 % discount on Candidate no. 2 and 25 % discount on Candidate no. 3.

3.1.5 If the Engagement of a Candidate is extended to further Engagements or Orders (including, but not limited to internal transfer and recommendation from colleagues), such potential employees shall be considered as Candidates Introduced by the Company in accordance with these Terms, and an additional Contract Fee of 100% of the Salary and Remuneration Package will be due for each additional Engagement, unless otherwise agreed in writing between the Parties.

3.1.6 The Client shall pay fees to the Company for Introduced Candidates, irrespective of whether the Client engages the Candidate in a different position or otherwise than as originally planned.

### 3.2 Advertising costs and costs associated with psychometric testing tools

Unless otherwise agreed, all costs associated with advertising ("Advertising Costs") and any use of psychometric test tools are invoiced separately and are due for payment regardless of whether or not a Candidate is Engaged.

## 4. Indirect Introductions

4.1 Information about Candidates is strictly confidential. The Client must obtain the consent of the Company and the Candidate before communicating information related to an Introduction to a third party. If a third party Engages a Candidate as a result of the Client having passed on such information, the Client is responsible for paying the Contract Fee as if the Client had hired the Candidate itself. No guarantees can be invoked under such circumstances. If the Client becomes aware of such Engagement from a third party, the Client shall immediately notify the Company and assist with obtaining relevant information which the Company may reasonably require.

## 5. Invoicing

5.1 All fees and other costs (including advertising costs) become due within ten (10) days of the invoice date, whether or not a Candidate is Engaged.

5.2 Fees and other amounts payable in accordance with these Terms are exclusive of value added tax (VAT).

5.3 In case of late payment, interest and additional costs are incurred in accordance with the Act relating to Interest on Overdue Payments.

5.4 Any questions regarding an invoice must be addressed in writing to the Company within thirty (30) days after the invoice date, otherwise the Client is deemed to have accepted the contents of the invoice.

## 6. Guarantee

6.1 If the Client hires a Candidate who has been Introduced by the Company in accordance with these Terms, and which does not turn out to have the qualifications, certifications or references presented by the Company and the Candidate on this basis is not eligible for the position, and this is invoked by the Client within six (6) month of the Candidate commencing the position with the Client, the Company shall undertake a new Recruitment Activity in accordance with the original competency requirements for the position. A new Introduction under this guarantee is carried out at no cost to the Client, except for advertising costs and costs associated with psychometric test tools which are invoiced to the Client. The guarantee only covers matters within the Company's sphere of control.

The guarantee described above covers one new Recruitment Activity and only for the same position/requirement specification.

## 7. Suitability

7.1 The Company will, within reasonable limits, endeavour to present Candidates in accordance with the Client's requirement specifications. The Client shall provide all relevant documentation for the position and the business, as well as provide all relevant and adequate information that the Company needs to fulfil the Order properly. The Client is obliged to inform about any health and safety risk involved with working for the Client. The Client is responsible for obtaining work and other necessary permits, or ranging for medical examinations and

any other formalities relevant to the position under current legislation. It is the Client's ultimate responsibility to choose the right Candidate for the position. The Company is not responsible for the candidate's adjustment to the position after commencement of employment.

## 8. Liability

8.1 Failure to act in accordance with these Terms will be deemed as a breach of contract, unless such failure is due to force majeure.

8.2 The Company's liability, as a recruitment company, is limited to the Company's negligence in connection with the recruitment and selection of Candidates. The Company's maximum overall liability, under these Terms, is limited to an amount equal to the Contract Fee for the relevant Introduction or Engagement. The Company has no liability to the Client if the Company has failed to Introduce a Candidate, or the Client has not engaged any of the Introduced Candidates. Neither party is responsible for the other party's indirect losses, including consequential damages and derived losses, or third party claims.

8.3 Both parties have the right to terminate the agreement (i.e. the specific Order) in the event of material breach of obligations under these Terms. It is considered a material breach if the Client engages a Candidate who has been Introduced and/or evaluated by the Company in connection with the Recruitment Activity or other activity in accordance with these Terms within six (6) months after the termination of the Order. The same applies if the Client submits names/information about Candidates to a third party who Engages the Candidate without involving the Company. In the event of such a default, the entire Contract Fee shall become due and no guarantees will apply.

8.4 If the agreement applies to several Orders, breach of an Order will only entitle possible termination/default sanctions that apply to the Order that is in default. The Parties' contractual obligations for other Orders are not affected, and default sanctions cannot be applied to other Orders.

8.5 In case of force majeure, the Parties' obligations do not apply as long as the force majeure situation persists.

## 9. Prohibition of discrimination

9.1 The Parties undertake not to discriminate against any Candidate, directly or indirectly, on the basis of gender, sexual orientation, pregnancy, marriage or other civil status, gender change, race, religion or belief, colour, nationality, ethnic or national origin, disability, membership in a trade union, age or other basis of discrimination prescribed in currently applicable legislation. Each party shall ensure that the Candidates are assessed and/or evaluated for a particular role in accordance with the Candidate's competence, qualifications and technical skills for the role. The Company will not accept Orders from a Client indicating an intention of unlawful discrimination. The Client shall indemnify the Company for all claims and any liability that may be directed against the Company as a result of the Company having complied with the Client's Order in connection with Recruitment Activities.

## 10. Legal requirements | data privacy

10.1 The Parties undertake to comply with their respective legal obligations in accordance with applicable laws, regulations and other regulations related to or otherwise connected with the recruitment services under this agreement.

10.2 Each party shall comply with its obligations regarding personal data in accordance with applicable personal data protection and privacy laws in connection with their activities under this agreement and/or in connection with the Recruitment Activity.

10.3 The Parties acknowledge and undertake to act as the controller for the processing of personal data in connection with the delivery and receipt of services under this agreement. Each party may, as the controller, disclose personal data to the other party, as a controller under this agreement.

10.4 Each Party is responsible (i) for providing the necessary information to individuals, including employees, managers and representatives, to the extent that their personal data must be disclosed to, or processed by, the other party in connection with the services under this agreement; and (ii) to ensure that they have valid grounds for processing and sharing such personal data with the other party in accordance with applicable personal data protection and privacy laws.

10.5 The Client acknowledges that, where applicable, in order to benefit from certain services that may provide added value (such as online tools and systems that will simplify the administration of the services under this agreement), the Client and its partners, employees, managers and other persons will from time to time have to consent to additional terms, conditions of use and/or privacy policy issued by the Company or its partner.

10.6 Presented CVs are the Candidate's property. The Candidates' personal data, including sensitive information - such as the Candidate's CV, application and the like - may not be transferred to others for storage or any other processing without the consent of the Candidate or the Company. Personal data received in connection with the Recruitment Activity may not be used for any other purpose or otherwise than the recruitment process regulated in this agreement. Nor may the information be transferred to others for storage or processing without a written agreement. The Client undertakes to delete all personal data received in connection with the Recruitment Activity as soon as the Introduction has been made, with the exception of data related to a Candidate who accepts an Engagement so that the Client has the legal basis for storing and processing such information. The Parties are obliged to keep documentation and personal data that they become aware of in accordance with this agreement confidential. Furthermore, the parties shall ensure that any person who has legal access to personal data complies with the requirements of the Personal Data Act.

## 11. General

11.1 No third party shall be able to derive any rights under this agreement/these Terms.

11.2 The Company does not have the authority to bind a Candidate. The Client bears the risk that an offer of Engagement will be accepted by a Candidate Introduced by the Company, that the necessary clarifications on the agreement take place and that the Candidate commences the Engagement at the agreed time.

11.3 These Terms are governed by Norwegian law, are to be interpreted in accordance with Norwegian law and are subject to the jurisdiction of Norwegian courts.