

General Terms and Conditions - Temporary Services

Together with the Order Confirmation, these General Terms and Conditions – Temporary Services applies when Manpower hires out employees to Client, unless otherwise expressly agreed between Manpower and the Client.

1. Ordering and Order Confirmation

- 1.1 Applying to each individual Assignment are the terms set forth in the Order Confirmation and these General Terms and Conditions for Temporary Services. Any changes require a written agreement. In the event of discrepancies, priority shall be given in the above order.
- 1.2 The Client shall review the content of each Order Confirmation and give Manpower notification without undue delay and no later than during the next working day in the event of possible errors or deficiencies relating to salary and/or working conditions or other agreed terms and conditions. Otherwise the Assignment is regarded as entered into with the content of the Order Confirmation based on the Client's information and requests.

2. Equal treatment of salary and working conditions

- 2.1 Manpower's prices are based on the principle of equal treatment in the Norwegian Working Environment Act (WEA) § 14-12 b (1) and § 14-12 a. and are dependent on the Client having given complete and correct information about their own employee's salary and working conditions as well as own amenities and collective facilities pursuant to the Act's requirements.
- 2.2 Upon inspection by the Norwegian Labor Inspection Authority (Arbeidstilsynet) or other authorities, the Client must, upon request, provide the necessary information on salary and working conditions. If the authorities issue orders or decisions on other salary or working conditions and this is due to the Client having provided Manpower with incorrect or incomplete information, the Client shall reimburse Manpower's costs as a result of this in accordance with the Norwegian Working Environment Act (WEA). § 14-12 a (1) b, e and f, and other costs Manpower may incur.

3. Changes

- 3.1 An agreed Assignment is to be considered mutually binding for the parties and normally cannot be discontinued until the end of the agreed period.

- 3.2 The Client may not arrange changes with the hired in employee in an Assignment unless this has been agreed with Manpower's representative and confirmed in writing. If the work is changed so that it will entail better salary or other working conditions than if the employee had been employed by the Client to perform the altered job responsibilities, the price and/or terms and conditions will increase proportionally effective from the date of the change.
- 3.3 If the Client requires to extend the Assignment beyond the agreed period, this must be notified to Manpower as soon as possible. Manpower will then seek to arrange for an extension with their employee and confirm the terms and conditions in writing.

4. The Manpower guarantee, obligations and responsibility

- 4.1 Manpower has a Quality Management System that is certified by DNV GL in accordance with the NS-EN ISO 9001:2015 standards, and a quality guarantee that shall help Manpower to always meet their objective of providing the right person in the right place at the right time throughout the entire Assignment period for hired labour.
- 4.2 **Right person in the right place:** Manpower guarantees, through its selection system, to find employees with the necessary professional qualifications and personal attributes to suit the Client's working environment.
If the Client is dissatisfied with our choice, accrued time will not be billed – limited to a maximum of one day - though no longer than the duration of the Assignment.
Moreover, we undertake to provide another qualified employee for the following day and for the remainder of the agreed period. Training of a new employee will be undertaken by Manpower limited to a maximum of one day.
The Client undertakes to notify Manpower as soon as he becomes aware of the employee's lack of suitable qualifications and/or personal attributes and at the latest within 14 days.
Liability under the guarantee cannot be claimed if the employee's tasks have been altered during the period, unless this has been agreed with Manpower.

- 4.3 **At the agreed time:** Manpower guarantees that the employee will attend at the agreed time and in the agreed place. Should Manpower fail in this respect, the Client is entitled, at no extra cost, to an employee for the period of the delay – limited to a maximum of one day.
- 4.4 **For the period agreed:** Manpower guarantees to provide the Client with an employee who has the necessary professional and personal qualifications for the agreed period. In the event of sickness or any other interruptions not previously agreed, Manpower will arrange for a qualified replacement for the following day. Should Manpower fail in this respect, the Client will be offered an employee free of charge according to the corresponding delay - limited to a maximum of one day.
- 4.5 **With the correct salary and working conditions:** Manpower guarantees compliance with the principle of equal treatment and will pay any excess to the employee within three weeks after the error was discovered and pointed out in writing by the Client.
- 4.6 Manpower is responsible for the employee's wage, holiday pay, employer's National Insurance contribution, occupational injury insurance, any sick pay, compulsory occupational pension (COP), travel insurance and other statutory deductions.
- 4.7 Manpower is responsible for ensuring that important information regarding safety routines, procedures and regulations, as well as required use of personal protective equipment in the Assignment is identified and made known to the employee before the Assignment commences. The employee may contact Manpower's protection service in matters relating to health, safety and environment (HSE) at Manpower.
- 4.8 Manpower is registered and approved as a qualified Staffing Enterprise and fulfils the requirements of the Norwegian Labour Inspection Authority according to Regulations for staffing enterprises. For documentation, cf.: <http://www.arbeidstilsynet.no/bfr/index.html?tid=100480>.
- 4.9 Manpower is approved as Audited Employer by NHO Service. Manpower has executed external revision by central routines and employers practice. In accordance with the settlements purpose Manpower has obliged to have a specifically focus on the working environment for temporary employees.

5. The Client's responsibilities

- 5.1 The Client is responsible for leading and following up the Manpower employee in the day-to-day work. Manpower is not responsible for the results of the work or other direct or indirect economic loss due to errors or negligence by the employee. This also applies to claims for damages by a third party.
- 5.2 Client is regarded as the main responsible undertaking with the responsibility of coordination, ensuring a completely safe and secure working environment for the hired in employee, pursuant § 2-2 (1) b) of WEA. At the Client's premises the employee shall adjust to and comply with the Client's safety instructions, work rules and other regulations that apply to the Client's own employees and/or the execution of the Assignment. The Client shall inform, educate and monitor hired in employee in the same way as their own employees in regard to Client's safety rules(HSE), ensure that the employee is covered by the Client's safety services and provide information regarding who is the employee's local safety representative at the Client's.
- 5.3 In order to prevent Manpower's hired in employee from being subjected to unfavorable stress and to ensure necessary compliance with the safety provisions of WEA § 4-1 (2) the Client confirms that their enterprise meets the requirements in the Internal Control Regulations, including surveying hazards and problems at the workplace and on that basis assessing risks, preparing related plans and initiating measures to reduce the risk factors. The Client shall also confirm that the hired in employee shall be covered by the Client's safety representative arrangement, including being informed of the name of the employee's local safety representative.
- If the Client cannot confirm this, Manpower must be informed no later than 24 hours after the Order Confirmation has been received so that Manpower may conduct their own risk assessment of the Client. The Client is obligated to document the above-mentioned conditions at Manpower's requests.
- 5.4 The Client shall ensure that the hired in employees working hours are in accordance with Chapter 10 of WEA, cf. WEA § 2-2(1) c). In the event of extensive overtime work, Manpower's representative shall also be regularly informed about the scope of the work.
- 5.5 The Client is responsible for assessing whether there is a legal basis for hiring. If the hiring is based on WEA § 14-12 (2), the Client shall, at Manpower's request, submit documentation that the company is bound by a collective agreement, and that an agreement has been entered into with the Client's union representative regarding hiring, so that Manpower can fulfill its duty to the authorities

in accordance with WEA § 14-12 (2). If the authorities order the Client to terminate unlawful hiring, Manpower's right to payment is maintained for the rest of the time in the agreed assignment.

- 5.6 The Client shall, unless objective reasons dictate otherwise, give the employee access to amenities and collective facilities to the same extent as for the Client's own employees, pursuant to § 14-12a (2) of WEA. All expenses related to such access to the Client's own amenities and collective facilities shall be borne by the Client.

6. Indemnification and Insurances

- 6.1 Manpower is responsible for taking out insurance for its liability under this contract including occupational injury insurance and other insurance for its own personnel, equipment and property. When the employee is located on UK continental shelf, in war zones or other areas where additional insurance is required, the additional expenses are to be covered by the Client.
- 6.2 The Client is responsible for taking out own insurance under this contract including the Client's personnel, equipment and property.
- 6.3 The parties shall mutually indemnify each other against claims relating to the Assignment as a result of injury or death of their own employees.

7. Price and Terms of Payment

- 7.1 Approved price based on the principal of equal treatment shall be paid at the latest 10 days after the date of invoice. Manpower invoices according to invoicing documentation (timesheets). The Client shall notify Manpower immediately when errors occur on the invoice, and at the latest make their complain within 10 days. When an invoice has to be reissued for other reasons than disputed and undocumented amounts new credit days will not apply. An invoice fee will be charged pursuant to the rules in force at any given time, currently pt. NOK 75 per invoice.
- 7.2 In the event of delayed payment, Manpower may charge interest pursuant to the Act relating to interest on overdue payment. Any debt recovery fees or charges in the event of submission to an external debt collection company will not be covered by the interest on overdue payments and shall be charged to the Client in its entirety.
- 7.3 In Assignments with duration of less than five working days, the minimum working hours per

day must be four hours. The minimum amount of four hours per day will be invoiced to the Client.

- 7.4 Manpower's employee is paid, and the Client is invoiced to the same extent as the Client itself pays salaries to their own employees on holidays and public holidays and other common days off that are not counted as holidays pursuant to the Holidays Act.

The Client will be invoiced ordinary hourly rate for holidays and public holidays and other common days off that are not counted as holidays pursuant to the Holidays Act when these occur during the assignment period.

- 7.5 Overtime, shift and inconvenience premiums and other supplements to the salary shall be invoiced proportionately in addition to the agreed price, to the same extent as if the hired in employee had been employed by the Client in accordance with the principle of equal treatment.

If the Client does not have rules in place that are more favorable to the employee, an overtime premium of 50% is to be paid for work exceeding eight hours (possibly including lunch) up to 9:00 p.m. on weekdays and up to 1:00 p.m. on Saturdays.

After 9:00 p.m. on weekdays and after 1:00 p.m. on Saturdays as well as on Sundays and holidays, the overtime premium is 100%. In other respects, the Working Environment Act's terms and conditions for overtime shall apply.

- 7.6 The Client may not employ or in any other way engage candidates from Manpower who have been presented as potential candidates for an Assignment, but who have not been hired in, before earliest 6 months after the person was presented as a candidate. The Client must have concluded the initially ordered Assignment through Manpower before Manpower's employee may commence employment in Client's own enterprise with a possible offer of this. After a completed Assignment and a total Assignment period of minimum 12 months, Client may freely employ Manpower's employee in its own enterprise without further compensation.

8. Price adjustments

- 8.1 The hourly rate in the agreed Assignment period is upwardly adjusted proportionally corresponding to changes in salary and working conditions for the Client's own employees and thus for the hired employee in the Assignment period in accordance with the principle of equal treatment with reference to Clause 2.1.
- 8.2 Prices quoted are upwardly adjusted annually on January 1st in accordance to Statistics

Norway (SSB) index of consumer price index for goods and services grouped by supplier sector. Table brand: "With wages as the dominant price factor" applies, unless otherwise specifically agreed.

8.3 If the Client has not provided complete and correct information, or if the Client does not inform Manpower soon enough about relevant changes in their own employees' salary and working conditions, Manpower may change the price with retroactive effect and demand payment in arrears.

8.4 If amendments are made to laws and regulations after the Assignment has been signed, Manpower may adjust the price or other terms and conditions of the Assignment in order to cover necessary, documented additional costs that these amendments entail. These adjustments take effect when the amendment to the Act's or regulations enters into force.

9. Joint and several liability

9.1 When requested, Manpower shall document the Chief Municipal Treasurer's consent that Manpower's Client are exempted from joint and several liability for tax deductions and employer's National Insurance Contributions for hired in Employees, pursuant to § 4-1 (2) of the Norwegian Tax Payment Act.

9.2 The Client will be jointly and severally liable with Manpower for ensuring that hired in employee receive the correct salary, holiday pay and other compensation pursuant to the requirement regarding the principle of equal treatment in § 14-12c of WEA.

9.3 If the Client is required to meet its joint and several liability obligations as specified in Clause 9.2, the Client may seek contribution from Manpower for all costs in connection with this, unless the claim of joint and several liability is attributed to the Clients insufficient information of significance for the principle of equal treatment in accordance with Clause 2.1 above. In that case, the provisions with regards to payment in arrears in Clause 8.3 above, among others, shall apply.

10. Proprietary Rights and Confidentiality

10.1 The Client has proprietary rights to results and documents produced as a result of the Manpower employee's work in connection with the performance of the Assignment. This includes all reports, drawings, specifications and similar documents which are composed by the hired out Manpower employee in the Assignment.

10.2 All of the Client's business secrets and any descriptions, recipes, models, etc. received by Manpower from the Client in the course of

executing the Assignment shall be kept secret and must not be duplicated or used for any other purpose than execution of the Assignment. Manpower shall immediately return or shred all documents received upon request.

10.3 The Client, Manpower and the Client's union representative also have a duty of professional secrecy in regard to information they receive about the Client and Manpower's salary and working conditions, pursuant to § 14-12b (5) of WEA. This information may only be used to ensure or investigate compliance with the requirement concerning the principle of equal treatment.

11. Processing of personal data

It will be necessary to process or exchange the personal data of hired out Manpower employees to fulfil statutory employer/hiring company liabilities pursuant to the Norwegian Working Environment Act and regulations, to complete the operative parts of the agreement herein.

In terms of the processing of personal data of hired out employees (exchange of personal data, storage, registration, etc.) by and between Manpower and the hiring company/Client, each of the parties to this agreement are independently liable pursuant to the Norwegian Act relating to the processing of personal data (Personal Data Act).

Manpower has employer responsibilities for the employee and is the data controller for its employees. By 'data controller' it means a physical or legal person, who independently or with others, decides the reason for processing personal data and the processing methods used. Similarly, the hiring company is considered an independent data controller for personal data received from Manpower which the hiring company processes on its own systems. Consequently, both parts are independently responsible for ensuring that:

- personal data is only processed for specific, expressed, designated and legitimate purposes;
- the parties limit the volume of collected personal data to the volume that is necessary to realise the purpose of collection; the data is deleted or anonymised when they are no longer required for the purpose they were collected;
- the information is processed in a way that maintains integrity, confidentiality and availability. This means that the data controller must ensure that measures are implemented to prevent accidental and unlawful destruction, loss and alternation to personal data.
- The parties are responsible for securing the data subjects' rights, among other things by facilitating the deletion, right of access and rectification of personal data. The parties shall assist each other in cases where it is relevant and necessary for both parties to be able to comply with the obligations to the data subjects.

For more detailed information, see our Privacy notice on our website:

<https://www.manpowergroup.no/Om-oss/Pesonvernerklaring-engelsk/> or send your question to: privacy@manpowergroup.no

12. Disputes

The parties shall seek to resolve any disputes through negotiation. Should negotiations fail, the matter shall be decided in accordance with Norwegian law. The parties agree to Oslo District Court as the legal venue.