Service Terms and Conditions for Avonova Personlig fraværshjelp

1. About the Service Terms and Conditions

These Service Terms and Conditions apply to any enterprise («the **Customer**») entering into an agreement («the **Agreement**») regarding the purchase of «Avonova Personlig fraværshjelp» («the **Product**») for an employee («the **Individual**») with Avonova Helse AS and/or Avonova Solutions AS and/or Avonova Solutions BHT AS («the **Supplier**»). These Service Terms and Conditions are a part of said Agreement. With «**Party**» means the Customer and the Supplier separately, and with «**Parties**» means the Customer and the Supplier together.

These Terms and Conditions are effective from 06.11.2023.

2. Purpose of the Agreement

The Agreement provides the Customer with assistance from the Supplier to prevent and/or reduce sickness absence for an Individual. The Agreement grants the Customer access to various services related to sick leave prevention measures which the Supplier provides for an Individual.

3. Service content and organisation

3.1 Professional quality

Avonova Health is certified according to ISO 9001 and ISO 14001. The Product is provided by competent professionals, and the Supplier shall ensure that the Product is delivered in accordance with any legal and regulatory requirements relating to such services.

3.2 Mapping interview

The Supplier will conduct a mapping interview using Avonova's methodology for comprehensive follow-up on sickness absence. This interview may take place remotely or in person. An in-person meeting will incur additional expenses for travel,

board and lodging according to the Government travel allowance scale. The time and location for the interview are agreed between the Supplier and the Individual.

The Supplier shall propose follow-up measures based on the results from the interview with the Individual and further dialogue with the Customer.

3.3 Individual follow-up

The product includes up to 6 individual follow-up meetings, but the number of followup meetings may be less if the goal of the follow-up is achieved earlier. Any further assistance beyond what is included in the Product will be invoiced separately.

3.4 Delivery report

The Supplier shall prepare a delivery report for the Customer and the Individual.

3.5 Advisory services

The Customer may consult the Supplier's advisory services on sickness absence issues by phone and/or e-mail throughout the Agreement Period. The advisory service is available between 08:00–15:30 Monday to Friday. The service is not available during the month of July.

3.6 Digital training

The Product includes an e-learning course for managers on the prevention and follow-up of sickness absence in the workplace for one (1) participant. The participant is responsible for signing up via Avonova's website: <u>www.avonova.no.</u> The course must be completed during the Agreement Period. For cancellations or change of time for classes, Avonova's terms and conditions for booking of courses apply.

4. Pricing and billing

4.1 Application for grants for expert assistance

Avonova Personlig fraværshjelp has been developed to meet the guidelines and criteria for "tilskudd til ekspertbistand" (hereafter: grants for expert assistance) from the Norwegian Labour and Welfare Administration (NAV).

The Customer is responsible for contacting NAV about the relevant application and subsequently for applying to NAV for grants for expert assistance from NAV. The Individual must consent to the Customer applying for such funds. At the Customer's request, the Supplier may assist with advice related to the application.

Guidelines and criteria for applying for grants for expert assistance can be found on www.nav.no.

The Supplier cannot guarantee that the grant will be granted. It is NAV that processes and approves whether grants for expert assistance are granted, which is a matter between the Customer and NAV Employment Support Centre.

The Supplier shall prepare an overview of any invoiced assistance and forward it to the Customer. The Customer is responsible for sending a delivery report (see 4.3) and an overview of assistance services billed and any reimbursement claims to NAV.

If the Customer has been granted a grant for expert assistance, and the implementation agreed upon between the Parties exceeds the time period stated in NAV's decision on grants for expert assistance, the Customer itself is responsible for applying to NAV for an extension of the implementation period.

4.2 Prices

Prices are set out in the Agreement. The Customer is responsible for fulfilling all of its obligations to the Supplier, regardless of the outcome of any applications to NAV for grants for expert assistance.

Any further assistance beyond what is included in the Product may be agreed on at an additional cost.

Any travel expenses in connection the delivery of the Product are billed according to the Government travel allowance scale and are in addition to the rates listed in the Agreement. When grants for expert assistance have been granted, any expenses related to the Supplier's travels (including travel expenses, board and lodging) in connection with delivery of the Product may be included in the Customer's reimbursement claim to NAV.

5. Obligations of the parties

The Supplier shall ensure delivery of the Product as set out in the Agreement. The contents of the Product are described in the "Product Description" (attached to the Agreement).

The Supplier shall have an overall overview of ongoing and/or planned deliveries from the Supplier and the resources this requires.

The Supplier shall assist the Customer in planning and facilitating the delivery of services from the Supplier, and shall connect with instances such as NAV and

general practitioners when appropriate.

The Customer is responsible for complying with any laws and regulations that apply to the Customer and the Customer's business. The Customer itself is responsible for fulfilling its obligations to others, including towards public authorities.

The Parties shall facilitate the practical implementation of the agreed activities, and to facilitate dialogue and efficient interaction between the Supplier, the Customer, and the Individual. The Supplier has no liability for any non-fulfilment of its obligations under the Agreement if said non-fulfilment is attributable to the Customer not facilitating the completion of these activities.

6. Changes to and cancellations of services

Change or cancellation of agreed sessions must be notified within five -5- working days before the scheduled time. In the event of any changes or cancellations after this deadline, the service delivery is to be regarded as having taken place and will be billed in full.

For cancellations or change of time for the digital class for managers included in the Product, Avonova's terms and conditions for booking of courses apply.

7. Agreement period

The Agreement is valid for a mutually binding and time-limited period of six -6months (the "Agreement Period"). The Agreement Period runs from the date the Agreement is signed, unless another start date is stated in the Agreement.

The Supplier has no deliveries for Personlig fraværshjelp in July, and any Agreement entered into for a Contract period comprising the month of July will be extended by one month.

8. Changes to the Service Terms and Conditions

The Supplier can unilaterally change, with future effect, the Service Terms and Conditions for Avonova Personlig fraværshjelp. The Supplier shall give the Customer at least one month's written notice of material changes. All such notices of changes shall be in writing and may be submitted electronically. Notice shall be deemed to have been duly given if it is sent to one of the contact addresses (e-mail or post) provided by the Customer in writing to the Supplier.

9. Precedence of documents

The Agreement between the Supplier and the Customer consists of the documents listed in the Agreement. In the event of any conflict of provisions, the Service Terms and Conditions for Avonova Personlig fraværshjelp shall take precedence over the General Terms and Conditions.