Dr.Dropin

Bedrift

Terms of Agreement – Sykefraværshjelpen

This agreement governs the subscription to the service Sykefraværshjelpen entered into between Dr.Dropin BHT AS ("Dr.Dropin Bedrift"), company registration no. 927 103 036, and the Customer, as specified and accepted in the contract.

1. THE SERVICE

Sykefraværshjelpen is a digital tool for following up and reducing sickness absence, provided by Dr.Dropin Bedrift. The Service consists of an introductory course, a digital platform, a proactive sickness absence helpline and access to order further assistance from Dr.Dropin Bedrift.

As the employer, the Customer is responsible for sickness absence follow-up under the Working Environment Act and the National Insurance Act. By entering into this agreement, the Customer delegates parts of the practical performance of this follow-up to Dr.Dropin Bedrift, as agreed between the parties from time to time and configured in the tool. As part of the sickness absence follow-up, Dr.Dropin Bedrift may proactively contact the Customer's employees by agreement with the Customer. As a general rule, such proactive contact will be triggered when an employee has more than 2 self-certified absences per quarter and/or when the employee is on doctor-certified sickness absence. At start-up, the Customer and Dr.Dropin Bedrift may agree other intervals or triggers for such follow-up in accordance with the Customer's preferences. Legal responsibility for the duty to follow up remains with the Customer as employer; the delegation covers only the performance of the agreed follow-up activities, and Dr.Dropin Bedrift is answerable for these only.

Sykefraværshjelpen is the channel designated by the Customer for employees to follow up their own sickness absence, and thereby the channel through which the employee can fulfil their duty to cooperate in the event of sickness absence, cf. section 2-3 of the Working Environment Act and section 8-8 of the National Insurance Act. Use of the tool does not in itself constitute the duty to cooperate, but is the routine the Customer has introduced in order for that duty to be fulfilled in practice. The Customer is responsible for embedding the routine in the undertaking's internal guidelines and for informing employees about it, including how personal data is processed, cf. clause 11.

2. SCOPE OF THE AGREEMENT

The subscription covers the right to use the tool and access to order occupational health services (BHT) for the undertaking, department or unit specified in the contract (the "Scope"). Use shall at all times be in accordance with this agreement. The agreement may not be assigned to others.

3. PRICES AND INVOICING

The subscription price is set out in the contract. Unless expressly stated otherwise, all prices are exclusive of VAT and other public duties. Invoicing takes place quarterly in advance with a payment term of 15 days, unless otherwise agreed in writing. Dr.Dropin Bedrift reserves the right to adjust the price annually in line with the KPI and upon changes in the number of employees. The Customer is obliged to give notice of changes in the number of employees and full-time equivalents. Payment default occurs if the Customer fails to pay when due.

4. TERM

The agreement runs until terminated by one of the parties. Upon termination, the Customer accepts to pay for the month already commenced.

5. EFFECT GUARANTEE

Dr.Dropin Bedrift offers an effect guarantee relating to the reduction of sickness absence. The Effect Guarantee means that the Customer may have the subscription fee for the first six (6) months refunded if absence is not reduced in accordance with Sykefraværshjelpen's guarantee calculator. Click here to access the guarantee calculator.

It is a condition for the Effect Guarantee that the requirements in this clause are met. The points below must be fulfilled for the Effect Guarantee to be invoked, where 5.1 sets out the Customer's obligations, clause 5.2 how absence is measured, and clause 5.3 the terms of the guarantee itself.

5.1 The Customer's obligations

As a condition for the Effect Guarantee, the Customer undertakes the following:

(a) **Full roll-out.** All employees and managers within the Scope shall be registered as users in the tool, and the tool shall be used in all sickness absence cases within the Scope, without exception.

(b) **Mandatory onboarding course.** All employees and managers within the Scope shall have completed Dr.Dropin Bedrift's mandatory onboarding course before the tool is used for the first time.

(c) **Information and embedding.** The Customer is obliged to give all employees sufficient information about the tool and the new routines, to ensure that all employees register, and to embed use of the tool in the undertaking's internal guidelines.

(d) **Performance of activities.** The Customer shall carry out the activities Dr.Dropin Bedrift recommends in the tool, for example follow-up conversations with employees, deadlines set for follow-up and the introductory course. The Customer permits Dr.Dropin Bedrift to proactively contact employees on self-certified or doctor-certified sickness absence as part of the sickness absence follow-up, provided this does not entail any additional cost for the Customer.

(e) **Expert assistance.** In some sickness absence cases, Dr.Dropin Bedrift will assess that additional support from our sickness absence specialists is required in order to reduce the

absence. If we assess that the case qualifies for the Expert Assistance scheme (Ekspertbistand), the Customer shall apply for Expert Assistance. If the application is granted – so that the support does not cost the Customer anything extra – the Customer shall accept this support and will be invoiced for it.

(f) **Data access and documentation.** The Customer shall register its sickness absence rate for the last 12 months before it started using the tool, for statistical purposes. On request, the Customer shall give Dr.Dropin Bedrift access to and documentation of historical and current sickness absence figures, including the exact number of full-time equivalents and days of sickness absence, and shall confirm that all days of sickness absence have in fact been registered. The Customer warrants that the figures provided are correct and complete.

5.2 Measurement of sickness absence

If the Customer wishes to invoke the Effect Guarantee, the provisions below apply, setting out how the reduction in absence is measured.

(a) **Measurement parameter.** "Sickness absence" means self-certified and doctor-certified absence within the Scope, measured as the sickness absence rate (days of sickness absence as a percentage of contracted working days), calculated using the same method for the baseline and for the measurement period.

(b) **Baseline (seasonally adjusted).** The reduction is measured against a seasonally adjusted basis of comparison: the Customer's documented sickness absence in the corresponding calendar period in the year before the contract period. The seasonal adjustment ensures that a start-up in a low-absence period (e.g. summer) is not compared with a high-absence period (e.g. the flu season).

(c) **Measurement period and trend.** The result is not measured as a single-day measurement, but as average sickness absence over the final month of the measurement period compared with the corresponding seasonally adjusted period in the year before, so that it is the sustained trend – and not a random point in time – that forms the basis.

(d) **Minimum data basis.** The Effect Guarantee presupposes a data basis that allows statistically meaningful measurement, and applies only to a Scope with at least 30 full-time equivalents. For smaller units, the absence figures are too sensitive to random variation (individual long-term absence cases) for a reduction to be attributed to the Service, and the Effect Guarantee does not apply.

5.3 Terms of the guarantee

(a) **Content of the guarantee.** If all conditions in this clause are satisfied and sickness absence within the Scope, measured in accordance with clause 5.2, has not been reduced in accordance with the guarantee in Sykefraværshjelpen's guarantee calculator during the first six months, Dr.Dropin Bedrift will refund the subscription fee for those first six months.

(b) **Conditions.** The Effect Guarantee applies only if the Customer has fulfilled all obligations in clause 5.1 throughout the entire guarantee period (including 100 % roll-out), the tool has been used for six full, consecutive months, and the data basis meets the requirements in clause 5.2 (including at least 30 full-time equivalents).

(c) **Lapse.** Breach of one or more of the conditions means that the Effect Guarantee lapses in its entirety. The same applies in the event of payment default, and if it is discovered that the historical or current figures provided by the Customer are incorrect or incomplete (including under-reporting).

(d) **Exceptions.** When measuring the reduction, absence caused by pandemic/epidemic, force majeure or the circumstances mentioned in letter (e) is disregarded.

(e) **Material changes in the undertaking.** If material changes occur within the Scope during the contract period – including reorganisation, downsizing, acquisition, merger or material change in the workforce or in the undertaking's operations – the baseline may be recalculated, or the Effect Guarantee may lapse, at Dr.Dropin Bedrift's discretion. The Customer undertakes to give notice of such changes.

(f) **Submission of claims.** Claims under the Effect Guarantee must be submitted in writing no later than 30 days after expiry of the six-month period, together with the necessary documentation. Claims submitted after the deadline lapse.

(g) **Scope and limitation of the guarantee.** The Effect Guarantee covers only the subscription fee for the first six months, and not costs for implementation, courses, travel or third-party services. The refund constitutes the Customer's sole remedy in connection with a failure to reduce absence, and replaces any other claim, including damages. The guarantee may be invoked once per customer and does not apply upon continuation of the agreement beyond the six months, or upon renewal of the agreement at a later date.

(h) **Exclusivity.** The Effect Guarantee in this clause 5 is the Customer's sole and exhaustive remedy in the event of a failure to reduce sickness absence within the Scope. Other guarantee schemes applicable to other services the Customer has agreed with Dr.Dropin Bedrift, including the Satisfaction Guarantee in Grunnpakken BHT, do not apply to the Service governed by this agreement.

6. ADDITIONAL SERVICES

Additional services, beyond those included in the Service, are not covered by the agreement and are priced according to the applicable price list and agreed on the basis of the content and scope of the task. Larger projects are priced by agreement.

For the transfer of company and employee health records, the Customer is charged for the service performed.

Dr.Dropin Bedrift strives to deliver many of its services digitally. For any on-site company visits, Dr.Dropin Bedrift reserves the right to invoice travel time at 50 % of the applicable hourly rate. Travel time is calculated from the nearest local office or from the nearest local airport/city.

Work outside normal working hours (08:00–16:00) is invoiced at a 50 % surcharge on the hourly rate applicable at the time.

Separate cancellation terms apply to services delivered at the Customer's workplace by Dr.Dropin Bedrift's travelling medical team. Cancellation, postponement of an appointment or a

change in numbers must be made in writing no later than 7 days before delivery. Otherwise, the service must be paid for in full.

7. FUNCTIONALITY OF THE SERVICE

The Service is provided “as is”. Dr.Dropin Bedrift updates and maintains the Service on an ongoing basis and reserves the right to make changes without formal prior notice; in the event of material changes, the Customer will be notified within reasonable time. The Customer acquires a limited, non-exclusive right of use, for internal purposes only. Dr.Dropin Bedrift strives for 99 % availability during normal working hours, with exceptions for necessary maintenance or third-party faults, customer infrastructure, power outages and misuse contrary to Norwegian law.

8. INTELLECTUAL PROPERTY RIGHTS

The Service, including source code, platform, design, functionality, course material and trademarks, as well as all changes, further developments and improvements thereof, is owned in full by Dr.Dropin Bedrift or Dr.Dropin Bedrift’s licensors. This agreement transfers no ownership rights to the Customer – only the limited right of use set out in the preceding clause.

The Customer retains ownership of data and content the Customer itself registers in the Service, including sickness absence data (“Customer Data”). Dr.Dropin Bedrift may use anonymised and aggregated data from the Customer Data to improve and further develop the Service and other products, provided that neither the Customer nor individual employees can be identified.

Any feedback, suggestions or feature requests (“Feedback”) that the Customer provides to Dr.Dropin Bedrift may be used freely by Dr.Dropin Bedrift to develop and improve the Service, without compensation to or approval from the Customer.

The Customer shall not decompile, reverse engineer, copy or otherwise attempt to obtain the source code of the Service, unless this follows from mandatory law.

9. DISCONTINUATION, ASSIGNMENT AND REORGANISATION

Dr.Dropin Bedrift may discontinue or withdraw the Service in whole or in part, including by closing down the Service, changing its business model or ceasing operations. Planned discontinuation that is not due to bankruptcy, force majeure or other circumstances beyond Dr.Dropin Bedrift’s control shall be notified to the Customer in writing with at least three (3) months’ notice. In the event of discontinuation due to the circumstances mentioned in the previous sentence, discontinuation may take place with shorter or no prior notice. Upon such discontinuation, the agreement terminates, and the Customer is invoiced only for services delivered up to the date of termination. Any fee prepaid for the period after termination is refunded pro rata. A pro rata refund constitutes the Customer’s sole claim upon discontinuation under this clause, regardless of the length of the notice period.

Dr.Dropin Bedrift may transfer the agreement, in whole or in part, to another company in the same group, to a newly established company or to anyone who takes over the business. The same applies in the event of a demerger, merger, change of ownership or other reorganisation, for example if Sykefraværshjelpen is spun off into a separate company. The terms continue unchanged, and the Customer will be notified in writing. The transferee assumes the agreement

on the same terms, including as data processor, cf. clause 11. Such a transfer is not regarded as discontinuation of the Service. The Customer may not transfer the agreement without written consent from Dr.Dropin Bedrift, cf. clause 2.

10. MARKETING

By approving the agreement, the Customer accepts the sending of newsletters/information letters, cf. section 15, third paragraph, of the Marketing Control Act on existing customer relationships, with the option to unsubscribe. The Customer accepts that its name and logo may be used on Dr.Dropin Bedrift's website and in sales presentations; active marketing use requires prior approval from the Customer.

11. PRIVACY AND DATA PROCESSING

When Dr.Dropin Bedrift processes personal data on behalf of the Customer, Dr.Dropin Bedrift acts as data processor and the Customer as data controller. The processing is governed by a separate data processing agreement and complies with applicable data protection legislation.

In certain contexts, Dr.Dropin may act as an independent data controller for information provided directly by the Data Controller's employees. This applies primarily to health information that employees provide in direct dialogue with Dr.Dropin, which is stored in the medical records system. This processing is not governed by this data processing agreement, as the processing takes place at Dr.Dropin only. Such information is processed subject to the duty of confidentiality, in accordance with applicable healthcare legislation.

Health information is processed in accordance with applicable healthcare legislation.

Data processing agreement: bedrift.drdropin.no/dba
Privacy policy: drdropin.no/personvernerklaering

12. LIABILITY

Dr.Dropin Bedrift is not liable for loss or damage arising as a result of Dr.Dropin Bedrift's deliveries, unless Dr.Dropin Bedrift has acted with gross negligence or intent. Dr.Dropin Bedrift is under no circumstances liable for indirect loss, including lost profit, lost goodwill, business interruption or loss of data, even if such loss was foreseeable. Any liability for damages is always limited to the contract value, where contract value is defined as the amount the Customer has paid to Dr.Dropin Bedrift in the twelve (12) months preceding the circumstance to which the claim relates.

13. BREACH

A party invoking breach must give written notice of the claim without undue delay. In the event of payment default, Dr.Dropin Bedrift may suspend further work, consultation and communication until payment has been made, and in the event of continued default may terminate the agreement and still claim the agreed sum.

14. DISPUTES

Disputes shall be sought resolved through negotiations; if these are unsuccessful, the matter may be brought before Oslo District Court. A complaint must be submitted no later than 2 months after the circumstance became known, or no later than 1 month after disagreement has been established through communication/meetings.

15. AMENDMENT OF THE TERMS

Dr.Dropin Bedrift may amend these terms. In the event of material changes, the Customer will be notified in writing by e-mail no later than 30 days before entry into force. If the Customer objects to the changes, the agreement may be terminated in writing with a right to a refund for the part not delivered.