



OFFSHORE
QUALIFIC

HuRi

Special terms

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1. Definitions and Abbreviations

In addition to definitions and abbreviations in the General terms, the following shall apply to the Agreement with regard to the Services covered by these Special terms:

Term	Definition
Company Super user	See definition in Magnet JQS Special terms.
Magnet JQS	See [website]
HuRi Reference group	The decision-making body governing the HuRi Service
HuRi Service fees	Document describing the fees for the Service. This document is distributed to new User organisations during the onboarding process.
Mandate for HuRi Reference group	Document describing the organisation, decision making and other governance aspects of the HuRi Reference group. This document is distributed to new User organisations during the onboarding process.
Supplier	A Supplier (as defined in General terms) that has been nominated for a HuRi audit in the Magnet JQS service.

2. Service

2.1 Description

The HuRi service (hereafter called HuRi) is a functionality implemented within the Magnet JQS service which entails the following elements:

- Due diligence questions assessment to be conducted prior to award of an agreement.
- Due diligence questions verification to be conducted prior to award of an agreement.
- Possibility to make use of Offshore Qualific's framework agreements with audit providers.
- A supplier register to store and share, HuRi evaluation information for a Supplier.

The purpose of the Service is intended to assist in improving worker welfare in line with the UN Guiding Principles on Business and Human Rights and in line with the fundamental conventions of the International Labour Organisation; and make supplier human rights audits more efficient in the supply chain.

More specifically the intent is to:

- Set a common framework for human rights audits of suppliers by standardising the audit method and through sharing of results.
- Establish and offer access to an audit service to User organisations.
- Remove duplication of Supplier audits, making it simpler for Suppliers to demonstrate respect for human rights and reducing industry costs.

The HuRi Service is offered through an additional functionality within the Magnet JQS service. A valid subscription to the Magnet JQS Service is a prerequisite to use the HuRi Service. A detailed description of the HuRi Service can be found on www.offshorequalific.no/huri maintained in close cooperation between Offshore Qualific and the HuRi Reference group.

2.2 Access management

Privileges and access rights are controlled by the Company Super user.

2.3 Support

The HuRi Service support is provided by the Magnet JQS service support. Refer to description of the Magnet JQS Service's support at www.offshorequalific.no/magnetjqs.

2.4 Service level

The HuRi Service is implemented in same technical platform as Magnet JQS, and service level for the HuRi Service is therefore the same as for the Magnet JQS service.

2.4.1 Availability

The goal is that the Service should be available at all times, except for during standard maintenance windows as described below or otherwise as set out in the General terms.

2.4.2 Standard Maintenance Window

Standard Maintenance Windows (planned maintenance) are used for carrying out technical and functional updates.

- Technical updates: Typically performed monthly, with the goal of not affecting the availability of the Service.
- Functional updates: Performed in relation to releasing new functionality in the Service. Maintenance notifications are published on the Service login-page and/or in e-mail to the Users minimum 7 days in advance.

2.5 Data management

Data in Magnet JQS is populated and maintained by each individual Supplier. Magnet JQS has functionality for extracting Third party information such as financial information from public business registries as well as detecting and collecting relevant company information from public websites that can be utilized as-is, not at all or in parts. Sources for parsed information are specified within Magnet JQS user interface.

3. Service fees

Terms as stated in General terms section 5 – "Service fees" applies, with the additions set out below.

3.1 Pricing model

Services are offered to User organisations on a cost-plus pricing model. The pricing is based on annual budget estimates of costs. The User organisations are collectively and equally responsible for all Service cost as defined by the annual HuRi Service budget.

New User organisations taking the Service into use within a calendar year will be charged the same annual fee as other User organisations but based on *annual fee / 12 * Number of months remaining of the calendar year*.

Assessment and ancillary services are provided on a pay per use basis.

The *HuRi Service fees* document will be handed out as part of onboarding process.

3.2 Invoicing

Offshore Qualific will invoice the User organisation equal share of approved annual Service budget (annual fee).

Other fees will be invoiced on a monthly basis upon completion of the work.

The User organisation shall pay the invoiced amount within 30 days of receiving the invoice.

4. Processing of personal data

Terms in the General terms section 6 – "Processing of personal data" and the Magnet JQS Privacy Policy apply. These are available at www.offshorequalific.no/privacy.

5. Security

The terms in the General terms section 7 – "Security" applies, with following additions:

- For the purposes of the HuRi Service the definition of "Confidential Information" as used in section 6 of the General terms shall include any information supplied or communicated by a User organisation or Supplier, or otherwise acquired by Offshore Qualific or its Contractors, in connection with provision of the HuRi Service.

6. Termination

Terms in the General terms section 9 – "Termination" applies, with following additions and amendments:

- Upon subscribing to the HuRi Service, the subscription period run from 1 January to 31 December, and is annually renewed automatically for a new year.
- The User organisation may terminate its Service subscription by giving Offshore Qualific a written notice no later than 30th September each year, with effect from the following 1st January. With respect to clause 9.6 in the General terms, assessments submitted by User organisation into the Magnet JQS Service will not be deleted.
- For Suppliers the Magnet JQS Service Terms, section 6 applies.

7. Offshore Qualific's additional obligations

Terms in the General terms section 14 – "Offshore Qualific's general obligations" applies with following additions:

- User organisation may perform an audit of Offshore Qualific to verify Offshore Qualific's execution of the Service and compliance with the Agreement and applicable laws and regulations relevant for Offshore Qualific's provision of the Service, including to prevent corruption, money-laundering and other economic crimes. User organisation shall give Offshore Qualific at least 20 days written notice of an audit. Time, scope and methods for performing audits and assistance shall be agreed between User organisation and Offshore Qualific before the audit in each instance. Any such audit shall not unreasonably interfere with Offshore Qualific's normal business operations. User organisation shall cover all Offshore Qualific costs related to the audit.

8. User organisation's additional obligations

Terms in the General terms section 15 – "User organisation's general obligations" applies with following additions:

- The User organisation is obliged to nominate a representative to the HuRi Reference group and to contribute to the work of the Reference group.
- For Magnet JQS responsibilities reference is made to the Special terms for Magnet JQS www.offshorequalific.no/terms.
- User organisation is responsible for gathering and communicating the relevant onboarding information of a new Supplier to Offshore Qualific to support the Magnet JQS onboarding process.
- User organisation accepts that assessments ordered and paid by the User organisation and made available in the Service for other User organisations, can be downloaded and used internally by the other User organisations without any restrictions related to data ownership and duration, but subject, for the avoidance of doubt, to the confidentiality obligations at clause 7 of the General Terms as amended by Section 5 of these HuRi SpecialTerms.

9. Governance

All decisions concerning design, maintenance, operation, budget and functionality for the HuRi Service is made in dialog with the User Organisations through the HuRi Reference group. This is described in the document *Mandate for HuRi Reference group*.

All other decisions concerning design, maintenance, operation, budget and functionality for Magnet JQS is made in dialog with the Operators, using Offshore Qualific's at all times applicable governance model.

10. Additional provisions

10.1 Ownership in and rights to use intellectual property and information (IPR)

Terms in the General terms section 10 – "Ownership in and rights to use intellectual property and information" applies with following additions:

- The IPR with respect to the HuRi Service referred to in section 10.1 of the General terms does not include the HuRi Service question set and nothing in this Agreement shall limit the ability for User organisations or third parties to use the HuRi Service question set independently of the HuRi Service, provided that no Third parties' rights prevent such use.
- User organisation who commissions and pays for an assessment is deemed to have collected or stored that information in the Service.

10.2 Limited Warranty

Terms in the General terms section 12 – "Limited Warranty" applies with following additions:

- Offshore Qualific agrees and acknowledges that with respect to any input to the HuRi Service provided by any User organisation, no representation or warranty, either express or implied, is made as to the accuracy, adequacy, reasonableness, or completeness of any such input.
- With regard to any input to the HuRi Service and any information or assessments about specific suppliers that the User organisation obtains access to by use of the HuRi Services, the User organisation acknowledges and accepts that any use of it is on own risk, and that no

representation or warranty is made by any other User organisation as to the accuracy, correctness, adequacy, reasonableness or completeness of such information.