# Agreement terms between Yara and employee for renting an electric bike -

This is an agreement between the employer and the individual employee on the terms for employees' rental of an electric bicycle.

## 1. The Agreement covers

The employer makes the electric bicycle available for rent to the employee as agreed and in accordance with the offer. The rent holder must be a permanent employee of Yara in a minimum of 40% position at the time the agreement is entered into. (Agreement cannot be entered into during a period where the employee is on long-term sick leave for more than 6 months).

#### 2. Delivery and service

The electric bicycle is handed over at Bike Fixx at a specified address indicated on the web portal <a href="https://leasing.bikefixx.no">https://leasing.bikefixx.no</a>. The employee is obliged to immediately use the electric bicycle, and immediately and no later than 14 days after delivery, report to Bike Fixx if the received electric bicycle does not work satisfactorily, or the employee discovers any defects in the electric bicycle

#### 3. Duration of the agreement

The bike is rented by the employee for a period of 36 months. The agreement applies from the time the employee signs that the electric bicycle has been received. The agreement is irrevocable for both parties throughout the period, provided that the employment relationship lasts and the parties' obligations are met. After 36 months, the employee can either return the bike to Bike Fixx AS or buy the bike from Bike Fixx AS, pursuant to point 6 below.

## 4. **Deduction in salary**

Upon entering into this agreement, the employee authorizes the employer to make a monthly deduction from his or her salary during the agreement period. The first deduction in salary is made no earlier than the month after the bicycle has been received by the employee.

The first payroll deduction will consist of 1 month's rent and a deposit of 1 month's rent. This means that the first deduction in salary is a 2-month rental amount. Other monthly deductions consist of 1 monthly rent.

The net deductions in the monthly salary are in accordance with the offer the employee received in the ordering solution. The amount is automatically deducted from the employee's salary every month for 36 months.

#### 5. Ownership

The electric bicycle is rented and is not the employee's property during the agreement period. The employer rents the equipment from 3 Step IT AS, which owns the equipment. Yara as the employer has the right to use the bicycle and which in turn transfers this right of use to the employee who disposes of the bicycle during the agreement period.

The employee has no right to sell, rent, lend or otherwise transfer his obligations under this agreement with the rights it covers. If a person's property is taken to satisfy a debt, Namsmyndigheten shall be informed of the above. If the electric bicycle is nevertheless taken, the employee must immediately notify the employer of this. The same applies if the employee should go bankrupt

## 6. Termination of the agreement

This agreement presupposes that the employee has a permanent position with the employer and is employed in a minimum of 40% position. When the agreement period ends after three years, the employee can request to buy the electric bicycle from Bike Fixx AS for a fee corresponding to 1 month's rent. In practice, this is done by the already paid deposit (see point 4) going to the purchase of the electric bicycle.

If the employee does not want to take over the electric bicycle, the electric bicycle must be returned in accordance with instructions from Bike Fixx AS. As of today, this is at Bike Fixx AS in Lysaker. The deposit already paid (see point 4) is then refunded to the employee. No refund will be given for any extra equipment that the employee has installed himself and that is included with the return. If the bicycle is returned with defects, non-original parts or wear and tear / vandalism that clearly shows misuse or improper management of the bicycle, the employee may be demanded compensation for this amount, including parts and service costs.

If the employee terminates his or her permanent employment relationship with Yara during the agreement period, the employee must inform HR of this agreement as soon as possible by e-mail. The employee must then pay the remaining amount on the lease. Deposits already withdrawn (see item 4) will be regarded as part of the purchase amount, and will not be refunded to the employee. Based on a special agreement, the remaining amount can be deducted from salary from the final settlement. If this is not done, the employee will receive an invoice for the remaining amount

#### 7. Insurance and liability

It is the employee who is responsible at all times for the bicycle being insured. The employee notifies the insurance company that the bicycle is owned by 3 Step IT AS, which in turn rents it out to the employer, and where the employee has the right to use the bicycle regulated via this payroll deduction agreement. If the employee for

various reasons does not have access to the bicycle during the rental period (due to e.g. fire / theft) then the employee must immediately contact the insurance company and report damage / theft. Wage deductions are terminated after the damage has been settled, and the rental agreement for the individual bicycle has been terminated.

If the employee has not insured the bicycle, the employee must immediately report to the employer if the bicycle has been stolen / damaged. If the bicycle is stolen, the employee is still responsible for payment of monthly amounts and residual value. The employer then has the right to deduct the employee's salary corresponding to the remaining part of the rental period, which covers the outstanding amount on the individual bicycle to 3 Step IT AS

## 8. Service agreement

Users who rent a bicycle through Yara have an annual free service (as described below) for the three years the lease lasts. In connection with this service, 8 points must be performed (value: NOK 999):

- 1. Adjustment / lubrication, check of gears and brakes
- 2. Check tires, replace tires and hose if necessary.
- 3. Cleaning and lubrication of the chain and drive
- 4. Tighten / readjust pedals, saddle and wheels
- 5. Refill air in wheels if necessary
- 6. Check oil and air pressure in damper fork
- 7. Update e-bike software
- 8. Point out any faults and / or deficiencies in addition to the above that should be rectified on the bike in accordance with the warranty, or possibly at the employee's own expense. Wear parts that must be replaced are not included in service, and must be covered by the employee.

#### 9. Equipment failure/repairs

The electric bike has a guarantee that is valid for 2-5 years, explained in more detail in the ordering solution. All expenses associated with repairs that do not fall under the supplier's warranty liability are covered by the employee. All service inquiries must first be reported to Bike Fixx AS via bikefixx.no.

# 10. Other obligations for the employees

The employee must have the electric bicycle placed in a suitable place and use it in an ordinary, careful and responsible manner. The employee is responsible for the electric bicycle and for any damage or loss, with the exception of normal wear and tear.

#### 11. Return of electric bicycle after the end of the rental period

The employee is contacted by Bike Fixx AS and asked if they want to buy out or return the electric bike approx. 2 months before the rental period ends. If the employee wishes to return the bicycle, it must be returned complete with engine, battery, charger and sensor as well as in a cleaned and original condition. After the end of the rental period, the employee will be responsible for damage to the returned bicycle in addition to normal wear and tear / use, but limited to a maximum of 1 monthly rent / deposit.

#### 12. **Default**

If one of the parties' obligations under this agreement is breached, the other party may demand that the breach be terminated within three –3- weeks. If the breach does not end within such time limit, and the breach is material, the other party may terminate the agreement with immediate effect.