

May 5, 2020

**Agreement on pay and working conditions for MDN personnel in connection with Maersk Reacher moving to DK**

MAERSK DRILLING NORGE AS (MDN)  
MAERSK ANSATTES FORENING (MAF)

**PROTOCOL**

Present during the negotiations:

For the company: Astrid H. Ivesdal and Hilde F. Svendsen  
For the Local union: Frode Larsen, Jørn B. Hansen and Bår Inge Pedersen

Reference is made to the Discussion protocol dated April 23, 2020 in connection with Maersk Reacher expected to conclude a contract with AkerBP in May 2020. The rig is subsequently planned to be moved to Denmark where it will be placed in warm stacking in Frederikshavn. As agreed in the said protocol, if a Norwegian crew are needed on board during the rigmove of Maersk Reacher to Denmark a separate agreement will be established for the transfer.

MDN and MAF agree that all MDN employees who are asked to work on Maersk Reacher during transit to Denmark maintain their employment as if the rig is in normal operation on the Norwegian continental shelf and that the current Collective Agreement and Basic Agreement between Industri Energi and the Norwegian Shipowners' Association with amendments and additions as mentioned in this Agreement are to be regarded as wage and working agreement. The working regulations for offshore employees in MDN will also apply.

MDN employees are expected to stay on board during the transit and until the rig is in moored at the quay, or until the 14-day hitch is completed. Accommodation on arrival at Fredrikshavn will be on board the rig, and transport between the rig and the domicile will be arranged by MDN for those concerned.

Request for work on Maersk Reacher on this agreement will be voluntary. Should one be asked to work on the rig outside Norway beyond this period, it will be in accordance with the Agreement on work off the Norwegian continental shelf dated 25 July 2018.

**Changes to the Collective Agreement:**

Section 1 is replaced by: The provisions are applicable to employees in Maersk Drilling Norge AS on the rig Maersk Reacher during the period they work at Maersk Reacher off the Norwegian continental shelf.

Section 3.3, paragraph 7, first sentence is replaced by: Waiting time (leisure) only accrues when the accommodation during the stay is onboard the mobile unit or at the workshop premises, and is then paid at hourly rate (monthly salary / 146) per hour. Reference is made to the explanation of the minutes dated May 28, 2014 from the central wage settlement.

Section 3.3, paragraph 7, second sentence is replaced by: If the waiting time is justified in accordance with clause 3.3, paragraph 7, first sentence, the waiting time is calculated from the time fixed for departure, or after 14 days from the period on board started.

Section 3.3, paragraph 7, sentence 3 is replaced by: In the case of short breaks (less than 1/3 of the period on board) during the period on board, no waiting time will accrue at the start of a new period on board.

### **Taxation**

The company will consider the tax conditions arising from the rig's transfer to Denmark. Regarding to personal taxation, individual employees should not be deprived compared to working in Norway.

The company's tax advisors are of the opinion that MDN employees on board in connection with the transfer of Maersk Reacher from Norway to Denmark will not be liable to taxation in Denmark. This is because the rig still has a contractual relationship with AkerBP. The company considers that if it turns out that MDN employees who have been involved in the transfer are still liable to taxation in Denmark, they will be offered tax assistance.

This agreement is effective from today's date and until MDN employees have left Maersk Reacher after the transit, but no longer than 14 days after Maersk Reacher is securely moored and a gangway to the rig is in place.

Tuesday, May 5, 2020

for MAERSK DRILLING NORGE AS

for MAERSK ANSATTES FORENING

Jakob Korsgaard  
CEO

Frode Larsen  
Leader local union