

## Standard Terms and Conditions – Hiring Out of Manpower

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This document sets out the standard terms and conditions for any services entered into between SubC Partner A/S, company reg. no. 28 70 26 12 (“SubC”) and the company for whom a temporary agency worker works temporarily. (the “User Undertaking”) (in Danish “burgervirksomheden”).

### 1. Scope of assignment

- 1.1 A temporary employment contract is entered into between SubC and a temporary agency worker. The temporary employment contract is subject to the act on the legal rights of temporary agency workers upon assignment by a temporary-work agency, etc. (The “Act”) (in Danish “vikarloven”). No employment contract exists between the User Undertaking and the temporary agency worker.
- 1.2 The temporary agency worker works under the actual direction and supervision of the User Undertaking. As the formal employer of the temporary agency worker, SubC has no control or influence over the workplace or the activities to be performed.
- 1.3 The activities will be performed as agreed between the parties. If the User Undertaking wishes to derogate from such agreements during the term of the contract of hire, it may do so only after consultation with SubC.
- 1.4 SubC is not bound by the standard terms and conditions of the User Undertaking in so far as these differ from these terms and conditions.
- 1.5 If any provision of these terms and conditions is void, the remaining provisions will remain in full force and effect and the parties will consult each other in order to agree new provisions to replace those that are void, the purpose and intent of the void provision being taken into account as much as possible.

### 2. Temporary Fees

- 2.1 The User Undertaking is charged for the hours worked by the temporary agency worker with a minimum charge of 4 hours. The User Undertaking pay an amount invoiced monthly or at the time of completion of the and SubC makes all associated payments including payroll tax, social security contributions and workers' compensation.

- 2.2 All invoices shall be paid [in DKK] or other Freely Convertible Currency within 30 days from the date of invoice (the “Due Date”) unless expressly agreed otherwise, without any deduction or withholding on account of any rights of equitable set-off which the User Undertaking may have (save where the same are based on fraud).
- 2.3 SubC is entitled to interest at the rate of 2 % a month on any sums still outstanding on the Due Date.
- 2.4 In the event that the agency worker is injured or otherwise unable to perform the temporary-work, SubC will do its best to find a substitute agency worker without undue delay. However, SubC shall be entitled to charge the User Undertaking for the actual hours worked and at least the minimum charge set out in Clause 2.1.
- 2.5 The User Undertaking shall be obliged to pay the fees for the temporary agency worker irrespective of weather downtime, access restrictions or other events for circumstances including force majeure events which prevents or impedes the performance of the work.

### 3. Collective Agreements

4. Temporary agency workers employed by SubC sometimes work under the conditions of a collective agreement (in Danish “overenskomst”). The User Undertaking is responsible for providing SubC with the information by which collective agreements the User Undertaking is comprised including local agreements and customary practices (in relation to pay, working hours etc.)
- 4.1 Unless otherwise agreed overtime payments apply. Generally, overtime applies when a temporary agency worker works more than 7.4 hours in one day or more than 37 hours a week, or on weekends and public holidays. It is the User Undertaking’s responsibility to ensure that overtime is authorised.



- 4.2 Temporary agency workers may be entitled to sick leave pay and payment for public holidays. If this occurs the User Undertaking are charged at cost, being the temporary agency worker's pay rate plus overhead, excluding any margin.
- 4.3 Where the duties performed by a temporary agency worker change and would result in a rise in hourly pay to that employee under a collective agreement, it is the User Undertakings duty to notify SubC of those changes and to meet a resulting increase in hourly payments or back payments as may occur.
- 4.4 Changes in rates and charges as a consequence of obligations under collective agreements and changes to or as a consequence of laws and regulations, such as tax and social security legislation and regulations, will be passed on to the User Undertaking with effect from the date of the changes and will accordingly be payable by the User Undertaking even where such changes occur during the term of a contract of hire

## 5. Other Engagement

- 5.1 In the event that an engagement is made between the User Undertaking and the staff which has been provided by SubC during an assignment or within 3 months after the conclusion of an assignment, either directly as an employee or in any other capacity for any period of time, the User Undertaking agree to pay to SubC a separate placement fee amounting to DKK 50.000. This fee will apply to any engagement made between any temporary employee introduced by SubC to the User Undertaking, or any associated, company or entity.

## 6. Liability

- 6.1 Subject to the provisions of mandatory law, SubC is not obliged to pay any compensation for loss or damage of any kind caused directly or indirectly to the temporary agency worker or to things or persons with or of the User Undertaking or a third party, where such loss or damage occurs as a consequence of: (i) the posting of the temporary agency worker by SubC to the User Undertaking, even if it transpires that the temporary agency worker does not meet the requirements made of him by the User Undertaking, (ii) unilateral termination of the temporary employment contract by the temporary agency worker or (iii) acts or omissions of the temporary agency worker, the User Undertaking itself or a third party.

- 6.2 Any liability of SubC for direct loss or damage will in any event be limited, per occurrence, to 20 % of the relevant amount invoiced or yet to be invoiced.

- 6.3 The User Undertaking is obliged to arrange for adequate liability insurance providing full cover for any direct and indirect loss or damage.

- 6.4 The User Undertaking must in any event indemnify SubC against any claims of the temporary agency worker or third parties for compensation for loss or damage as suffered by the temporary worker concerned or third parties.

## 7. The User Undertakings obligations

- 7.1 The User Undertaking must ensure that the obligations stipulated in the Act are observed, including (i) the duty to inform of any vacant positions, (ii) the duty to provide access to the amenities or collective facilities in the User Undertaking (including canteen and other facilities,) and (iii) the obligation to provide suitable information on the use of temporary agency workers to bodies representing workers.

- 7.2 The User Undertaking is obliged to ensure that it has taken out all necessary and adequate insurance which will cover the temporary agency worker during the performance of the work.

## 8. Governing law and arbitration

- 8.1 Any dispute arising out of or in connection with these standard terms and conditions or the contract of hire, including disputes regarding existence or validity and disputes regarding this arbitration clause and the arbitration procedure, must be decided by arbitration before the Danish Institute of Arbitration according to Danish law. Each Party appoints an arbitrator, and the Institute of Arbitration appoints the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within 30 days of that Party having filed or received notice of the request for arbitration, the Institute of Arbitration will also appoint an arbitrator.

- 8.2 The arbitration language is English. The place of arbitration will be Copenhagen.

- 8.3 Otherwise, the rules of procedure adopted by the Danish Institute of Arbitration which are applicable at the time when proceedings are commenced will apply.

