

# Terms & Condition of Business

**flair**

## 1 In general

- 1.1 Flair's terms and conditions (hereinafter referred to as Terms) does, unless otherwise agreed in writing, apply directly to all agreements between Flair Group A/S (hereinafter referred to as Flair) and the Client regarding flexible HR solutions, (hereinafter referred to as HRS). HRS includes, but is not limited to, recruitment services, temporary staffing, Payroll, Try and Hire, Managed Service Provider (MSP) and all other forms of HRS. For exclusive provisions, the area is initially defined in the provision.
- 1.2 Flair's Terms apply to all parts of Flair's business and organization, and thus also apply to the legal relationship between Flair and the Client.
- 1.3 The persons affiliated with Flair who are responsible for the practice of HRS for the Client are here-after referred to as "External employee". External employees include, but are not limited to, temporary workers and recruitment candidates within HRS.
- 1.4 Flair's affiliated External employees, whom Flair makes available to the Client under the name temporary worker, (hereinafter referred to as "Temps"), are legally bound by an employment contract with Flair, which determines the rights and duties of the External employees vis-à-vis Flair. There is no contractual relationship between the Client and the External employee, which is why Flair is responsible for drawing up the External employee's employment contract in accordance with Danish law.

## 2 Flair's obligations

- 2.1 The type of work expected duration and price will be negotiated between Flair and the Client prior to each HRS and is confirmed in writing by Flair through an order confirmation and/or agreement that is sent to the Client.
- 2.2 Flair only facilitate HRS with persons over the age of 18 and with a clean criminal record.
- 2.3 Unless otherwise agreed, Flair are required to obtain a minimum of 1 reference per External employee.
- 2.4 Flair is obliged to comply with applicable agreements for the agreed HRS. This involves, among other things, that Flair is obliged in certain cases to comply with the Client's collective agreement, local agreements, and normal customs.

- 2.5** If the Client, after the start of HRS, wants to shorten or terminate the HRS, the Client is invoiced for the number of hours that Flair, in accordance with the collective agreement is obliged to pay the External employee.
- 2.6** In the event of claims raised against Flair by the External employee and/or his representative regarding breach of applicable legislation and/or applicable collective agreement, which are related to the Client's obligations and actions in connection with the agreement regarding the External employee's work, Flair is entitled to full recourse from the Client.
- 2.7** During both legal and unlawful strikes, Flair may reject orders for new External employees when it's notified that the work required is affected by the ongoing strike. The Client will be billed for the number of hours that Flair is obliged to pay the External employee under the applicable collective agreement during any kind of strike if any pre-ordered External employees are sent home due to the strike.

### **3 The Client's obligations**

- 3.1** The Client is obliged to inform and present applicable collective agreements, local agreements and customs regarding the Client's company to Flair before a HRS starts. The Client is similarly obliged, in the event of subsequent changes, to inform Flair of these changes without reasonable delay. If the Client fails to inform Flair of these changes in a timely manner, then Flair reserves the right to demand compensation from the Client for any losses etc. that Flair may suffer as a result.
- 3.2** When ordering HRS, the Client is free at any time to extend, shorten or cancel a HRS. In the event of a shortening or cancellation, the Client is obliged to notify Flair in writing corresponding to the notice of cancellation that Flair is obliged to give to the external employee in accordance with applicable law, local agreement, practice and/or collective agreement. This regulation does not apply to recruitment.
- 3.3** If the Client wants to change an accepted requirement profile, the Client is obliged to pay Flair ten (10) consulting hours of DKK 1.275.00 pr. hour. Upon acceptance of the requirements profile, Client is obliged to pay Flair the agreed fee from the recruitment agreement.
- 3.4** The Client is obliged to reimburse Flair any amount that Flair may be required to pay to the External employee to be in accordance with the law and/or collective agreement. The expiration of such a claim is 5 years.
- 3.5** The Client has full instructional –and managerial authority over the external employee. Flair Group A/S takes no responsibility for the external employee's actions including unlawful actions

and errors and omissions, committed by the external employee while working for the Client. It is the Client's responsibility to ensure that the external employee can do the agreed work and have the necessary knowledge on how to use the materials, machines etc., as well as knowledge about the different safety regulations.

- 3.6** The Client is responsible to instruct the External employee on how to perform the work and inform the External employee about any relevant applicable internal rules and procedures at the Client. The External employee is obliged to follow the Client's management and instructions during the execution of the work.
- 3.7** If the Client needs to change the working conditions after a HRS has started, the Client shall immediately inform Flair in order for Flair to inform the External employee in timely manner. If the Client does not inform Flair about the changes in a timely manner, or the changes cannot be notified to the External employee in a timely manner in accordance with the applicable agreement, the Client will be responsible for any losses and costs that Flair or the External employee are entitled to as a result of the changed working conditions. This regulation does not include recruitment.
- 3.8** The Client is obliged to ensure that the work conditions for the External employee are safe and in accordance with applicable legislations including the Occupational Safety and Health Act, the Discrimination Act, and the Equal Treatment Act. The Client is obliged to draft and carry out an APV in accordance with applicable legislation for the work the External employee carries out.
- 3.9** Should questions of doubt arise between the Client and the External employee regarding the type of work and workload according to the job confirmation, the questions must be addressed to Flair immediately. If the Client does not immediately address such questions of doubt to Flair, Flair is entitled to seek full recourse from the Client.
- 3.10** If the Client considers that the External employee does not have the requested qualifications, and therefore cannot do the work as expected, the Client must, **without undue delay**, notify Flair in writing and state the reasons for this. Should the Client not do this without undue delay, the Client cannot make a claim against Flair.
- 3.11** The Client is obliged to approve the External employee's registered hours/time sheet once a week cf. sections 4.6-4.8. In case of incorrect recording or subsequent changes, the Client is invoiced in accordance with the provisions of paragraph 4.11. This regulation does not include recruitment.

## 4 Prices and invoicing

- 4.1** The Client is invoiced the working hours, expenses and expenses incurred by the External employee according to the collective agreement, local agreement, or practice applicable for the HRS. Minimum invoicing for an External employee is 4 hours per day per External employee.
- 4.2** The price multiplier or the agreed fixed hourly rate is imposed on the working hours performed by the External employee as well as various supplements in accordance with the applicable collective agreement, local agreement or practice which are invoiced to the Client.
- 4.3** The price multiplier or fixed hourly price agreed between Flair and the Client does not contain any remuneration or expenses that Flair or the External employee incurs on behalf of the Client. Expenses includes, but are not limited to:
- Expenses related to driving own car in order to carry out tasks, necessary travel arrangements, agreed with the Client, including any absence allowance and expenses related to the External employee being placed somewhere else, which will be further agreed upon between Flair and the Client.
  - Public costs incurred in connection with the execution of the agreed task.
  - Expenses related to the production of materials unless the expenses are expressly included in the remuneration of Flair.
- The list is not comprehensive.
- 4.4** The remuneration and/or expenses will be invoiced to the Client and specified separately on the invoice.
- 4.5** Unless otherwise agreed upon between the parties, Flair pays all legal and collective social benefits to the External employee and settles his withholding tax. This regulation does not include recruitment.
- 4.6** The External employee's hourly registration for the past week must be approved by the Client no later than Tuesday at 10 am as this will form the basis for the invoice. If the hour registration is not approved by the Client before this time, the hour registration is considered approved by the Client.
- 4.7** The Clients approval of a timesheet or failure to raise a genuine dispute within one week after a timesheet has been submitted for approval shall be considered conclusive evidence that:

- The Client is satisfied with the work that the External employee has carried out and
- Flair is entitled to receive payment for the registered hours according to the price agreed in the Agreement, without the Client subsequently being able to object to the time or have the right to set off.

Any delay or lack of approval of the time sheet by the Client does not affect Flair's right to charge the Client's payment in accordance with the Agreement for the hours registered by the External employee.

- 4.8** In the case of temporary staff, Flair issues an invoice every 14 days, based on the Client-approved hour registration, which the External employee has registered with Flair. The Client is obliged to pay the invoice within 8 days of the invoice date.
- 4.9** For recruiting services, Flair sends an invoice at the completion or fulfilment of specified sub-goals in the Agreement. The Client is obliged to pay the invoice within 8 days of the invoice date.
- 4.10** When preparing the invoice, VAT is imposed. If the Client chooses to have the invoice sent physically from Flair, the invoice will be charged a billing fee.
- 4.11** Upon the request from the Client, Flair can offer certain types of invoicing formats. These formats can be presented upon request by the Client. Should the Client wish to have an invoice format which cannot be contained in Flair's current formats, Flair can, by agreement with the Client, take care of the adaptations. In the event of the necessary involvement of an external supplier, Flair reserves the right to invoice the Client for the incurred costs 1:1. If continuous reporting is desired in the Client's own and/or external systems/reporting channels, Flair reserves the right to invoice the Client DKK 1,275.00 per hour. The Client is billed per quarter started.
- 4.12** For each non-payment after the due date, Flair will add a monthly interest of 5% and one compensation fee of DKK 310,00.
- 4.13** Flair charges a management fee of DKK 500,00 for each issue of a credit note, that is caused by the Client's failure to comply with its obligations to Flair's Business conditions and the provisions of the applicable cooperation agreement between the Client and Flair.
- 4.14** Unless otherwise agreed, Flair implements an annual price adjustment based on collective agreement changes and the development of the net price index. The regulation is carried out annually on the 1<sup>st</sup> of March. without further notice. If the regulations in the Collective agreements are delayed due to negotiations between the parties of the collective agreement, Flair reserves the right to regulate the prices retrospectively.
- 4.15** Exceptional price regulations – e.g., reflecting legislation or new charges – will be executed with onemonth's notice.

## 5 Employment of external employees

**5.1** If the Client wishes to employ a full-time or part-time External employee during, after or upon cancellation of a HRS and has not previously made an agreement with Flair, the Client can, with Flair's written approval, employ the External employee according to the following provisions:

Office and specialists:

- If a full-time or part-time External employee takes up a position with the Client during the agreed period up to the end of the third (3) month after the planned HRS commences, the Client must pay a fee equal to 2 x the monthly salary per employed External employer. The monthly salary is equal to what the External employee is entitled to as a full-time employee under the relevant collective agreement, or the hourly salary agreed upon during the HRS.
- If a full-time or part-time External employee takes up a position with the Client during the agreed period up until the end of the sixth (6) month after the planned HRS commences, the Client must pay a fee of DKK 50.000,00 per External employee employed by the Client.
- If a full-time or part-time External employee takes up a position with the Client during the agreed period up until the end of the twelfth (12) month after the planned HRS commences, the Client must pay a fee of DKK 30.000,00 per External employee employed by the Client.

Other External employees:

- If a full-time or part-time External employee takes up a position with the Client during the agreed period up until the end of the third (3) month after the planned HRS commences, the Client must pay a fee equal to 1 x the monthly salary per employed External employer. The monthly salary is equal to what the External employee is entitled to as a full-time employee under the relevant collective agreement, or the hourly salary agreed upon during the HRS.
- If a full-time or part-time external employee takes up a position with the Client during the agreed period up until the end of the sixth (6) month after the planned HRS commences, the Client must pay a fee of DKK 30.000,00 per External employee employed by the Client.
- If a full-time or part-time External employee takes up a position with the Client during the agreed period up until the end of the twelfth (12) month after the planned HRS commences, the Client must pay a fee of DKK 20.000,00 per External employee employed by the Client.



- 5.2** The category "Office and Specialists" evolves around administrative External employees, including but not limited to receptionists, secretaries, accountants, finance employees, account managers, healthcare personnel, skilled and unskilled workers within the construction business and employees with specialist knowledge within IT and the medicine industry etc., as well as specialists within specific areas including, but not limited to, mechanics, electricians, machine engineer, blacksmith etc. "Other external employees" refers to everyone one else, that do not fall under the Office and Specialists" category.
- 5.3** If an External employee takes up a position with the Client within six months after finalizing Flair's planned assignment at the Client, the Client is obliged to pay a fee of DKK 30.000,00 per External employee that is hired by the Client. This clause also applies if the Client hire any presented candidates for an assignment.
- 5.4** Flair informs the External employees about the provisions 5.1-5.2 above. The information is included in the External employee's agreement with Flair.

## 6 Intellectual property rights

- 6.1** Unless agreed otherwise between Flair and the Client, or follows the Danish legislation on intellectual property rights, the following provisions apply regarding intelligent property rights:
- Rights to all ideas, concepts, inventions, creations and works of any kind, such as texts, images, films, layouts, promotional items, IT programs, marketing principles or anything that has become part of the External employee's ordinary employment relationship or is the result of a particular task, whether any instructions pertaining thereto derive from the Client himself or from the Client's Clients, the Client incurs no additional remuneration, including but not limited to copyright, photo, patent, design and trademark rights, however with due respect to the mandatory law applicable at all times. The Client thus has full access to the exercise of all the above intellectual property rights. The Client also has full access to transfer the said intellectual property rights to the Client's Clients or others. The rights transition is final and does not lapse at the end of the HRS. The External employee's salary and benefits are determined taking this into account.
  - Flair is entitled to terminate the agreement/cooperation with the Client without further notice in the event of the Client's failure to comply with these conditions and applicable law.



## 7 Confidentiality

**7.1** Flair is obliged to impose its employees and External employees to observe discretion and confidentiality in regard to all Clients' business affairs unless:

- Such information has been published or is publicly available or
- Such information is legally published by an independent third party or
- Such information must, according to applicable law, be published.

**7.2** In addition, Flair takes no responsibility in the event of the employee's or the External employee's failure to observe discretion and confidentiality.

## 8 Data protection

**8.1** Each party must comply with its personal data obligations (as defined by Regulation (EU) 2016/679) of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46 / EC) under any applicable law (including Act No. 502 of 23 May 2018 – on supplementary provisions to the regulation on the protection of natural persons in connection with the processing of personal data and on the free exchange of such information (the Data Protection Act)), relating to data protection and privacy in connection with its activities under this agreement and/or in connection with the services.

**8.2** The parties acknowledge and agree that each party acts as its own data controller in regard to the processing of personal data during the performance and receipt of the services. Each party may, as a data controller, disclose personal data to the other party as the data controller under this agreement.

**8.3** Each party is responsible (i) for the dissemination of all necessary messages to individuals, including their employees, managers and representatives, to the extent that their personal data is to be disclosed or processed by the other party in connection with the services; and (ii) to ensure that, with respect to such personal data, you have a valid reason for processing and sharing their information with the other party in accordance with applicable data protection and privacy laws.

- 8.4** The Client acknowledges that should it be appropriate to benefit from certain additional services (such as Internet tools and systems that will support the administration of the HRS) together with its subsidiary company, employees, managers, and other individuals, they may have to undertake additional matters, terms of use and/or privacy policies that Flair or its affiliates publish on an on-going basis.

## 9 Limitation of liability

- 9.1** Flair's obligations and responsibilities arising from the cooperate agreement and/or recruitment agreement are limited to breach and neglect in connection with Flair's fulfilment of the Agreement.
- 9.2** Flair and the Client are liable for damages in accordance with Danish law. However, the compensation is limited to an amount of DKK 1.000.000,00 per HRS per year and under any all circumstances maximized to Flair's liability insurance sum. This regulation does not apply to recruitment services.
- 9.3** Under no circumstances are Flair and the Client liable for the other party's operating loss, lost profits, consequential damages, business, goodwill or other indirect financial costs, loss of profits, expenses incurred, administrative costs or fines, damages or expenses of any kind arising under or in connection with this agreement. The foregoing limitations apply only if the loss cannot be attributed to gross negligence or intentional circumstances of the injurious party.
- 9.4** With regard to recruitment services, Flair's total liability cannot exceed the agreed fee in the recruitment agreement.

## 10 Insurance

- 10.1** Flair is covered by a professional liability insurance, which covers liability for HRS. defined in section 1.1.
- 10.2** The Client is obliged to take out and maintain statutory insurances, including an industrial injury insurance and occupational health insurance, as well as settle contributions to the Labor Market Insurance (AES).

## 11 Force Majeure

- 11.1** If the work is postponed, delayed, or prevented due to force majeure, Flair has not breached its obligations and the Client therefore cannot make a claim. Force majeure means, among other things, circumstances arising without the fault of Flair; including war, unusual natural events, fire,

strikes, lockouts, lockdown, national state of emergency, national shutdown, public injunctions, public bans, or the like.

## 12 Applicable law and disputes

- 12.1** Any interpretation, clarification and fulfilment of these terms and conditions, as well as any dispute between Flair and the Client in general, is governed by Danish law.
- 12.2** Any dispute that may arise in connection with these terms of business is decided by the Court of Frederiksberg, cf., with the exception below.
- 12.3** It can be agreed between the parties that if the amount of the dispute exceeds DKK 250.000,00 that the case can be decided in accordance with Rules for Handling of Cases by the Danish Institute of Arbitration (Danish Arbitration). All members of the court of arbitration are appointed by the Danish Institute of Arbitration in accordance with the rules of the Arbitration Act.

## 13 Order of priorities

- 13.1** Unless otherwise agreed upon in writing between Flair and the Client, these terms of business will take precedence over other contract documents.
- 13.2** In the event of inconsistency between the wording in Flair Danish terms and conditions of business and these terms and conditions of business, the wording in Flair Danish terms and conditions of business will take precedence over these English terms and conditions of business.

## 14 Termination

- 14.1** The terms and conditions of business apply until terminated in writing or amended by Flair. Flair reserves the right to change/cancel the terms and conditions of business at any time and without notice. The terms and conditions of business in force can be obtained via:  
<https://www.flair.dk/virksomhed/forretningsvilkar/>