

**Terms & Condition of
Business
Recruitment Services**

flair

1 In general

- 1.1 Flair's Terms and Business Conditions for Recruitment Services (hereinafter referred to as Terms) does, unless otherwise agreed in writing, apply directly to all recruitment agreements (hereinafter referred to as Agreement) between Flair Group A/S (hereinafter referred to as Flair) and the Client regarding recruitments services, (hereinafter referred to as Recruitment). Recruitment includes, but are not limited to, screening of candidates, shortlisting, recruitment support, tests and candidate interviews, interviews as well as all other types of recruitment services which are normally listed in clause 6 in the Agreement. In the case of exclusive provisions, the area is defined initially in the provision. 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 that handles Recruitment and thereby 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 Recruitment for the Client are hereafter referred to as "Candidate/s". Candidates includes, but are not limited to, recruitment candidates, temporary workers in Flair's temporary worker platform, previously processed Candidates within Flair's general services.

2 Flair's obligations

- 2.1 The nature of the work expected duration and price are agreed between Flair and the Client prior to any Recruitment and are confirmed in writing between Flair and the Client upon signing the Agreement.
- 2.2 Flair only offers Recruitment with persons over the age of 18 and with a clean criminal record. Deviation of this clause can be agreed between Flair and the Client in the Agreement.
- 2.3 Unless otherwise agreed, Flair are required to obtain a minimum of 1 reference per Candidate.
- 2.4 In the event of claims raised against Flair by the Candidate and/or his representative, as a result of applicable legislation and/or applicable agreement, which is based on the Clients actions in connection with the Agreement, Flair is entitled to full recourse against the Client.

3 The Client's obligations

- 3.1** 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 Agreement.
- 3.2** The Client is obliged to reimburse Flair for any amount that Flair may be obliged to pay to the Candidate as a result of applicable law if the claim arises from actions and/or conditions arising from Clients actions in connection with the Agreement. The limitation period for such a claim is 5 years.
- 3.3** When employing a Candidate, the Client becomes the employer with the obligations that follow. Therefore, Flair assumes no responsibility for the Candidate's actions, including illegal actions as well as errors and omissions, committed by the Candidate during the performance of the work at the Client. It is the Clients responsibility to ensure that the Candidate is able to carry out the agreed work and has the necessary knowledge of materials, machines etc. and the related safety regulations. Exceptions to this provision appear in the provision regarding Guarantee in the Agreement.
- 3.4** The Client is responsible to instruct the Candidate on how to perform the work and inform the Candidate about any relevant applicable internal rules and procedures at the Client.
- 3.5** If the Client needs to change the working conditions after the Agreement has started, the Client shall immediately inform Flair in order for Flair to inform the Candidate in timely manner. If the Client does not inform Flair about the changes in a timely manner, the Client will be responsible for any losses and costs that Flair are entitled to as a result of the changed working conditions.
- 3.6** Should questions of doubt arise between the Client and the Candidate regarding the type of work and workload according to the requirement profile in the Agreement, the questions must be addressed to Flair without undue delay. If the Client does not address such questions of doubt to Flair, Flair is entitled to seek full recourse from the Client.
- 3.7** If the Client considers that the Candidate 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.

4 Prices and invoicing

- 4.1** The Recruitment fee and any additional fees will be invoiced to the Client and specified separately on the invoice.
- 4.2** For Recruitment, 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 14 days of the invoice date.
- 4.3** 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.
- 4.4** 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.
- 4.5** For each non-payment after the due date, Flair will add a monthly interest of 5% and one compensation fee of DKK 310,00.
- 4.6** 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 in the Terms and the Agreement between the Client and Flair.
- 4.7** Unless otherwise agreed, Flair implements an annual price adjustment based on the development of the net price index. The regulation is carried out annually on the 1st of March. without further notice.
- 4.8** Exceptional price regulations – e.g., reflecting legislation or new charges – will be executed with onemonth's notice.

5 Intellectual property rights

- 5.1** Unless agreed otherwise between Flair and the Client, or are regulated by 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 Recruitment 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 Recruitment.

- 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.

6 Confidentiality

6.1 Flair is obliged to impose its employees and Candidates 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.

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

7 Data protection

7.1 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 Recruitment.

7.2 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 information when

performing the services under the Agreement. Each party may, as a data controller, disclose personal data to the other party as the data controller under the Agreement.

- 7.3** 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.
- 7.4** 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 Recruitment) together with its subsidiary company, employees, managers, and other individuals, they may have to accept additional matters, terms of use and/or privacy policies that Flair or its affiliates publish on an ongoing basis.

8 Limitation of liability

- 8.1** Flair's obligations and responsibilities arising from the Agreement are limited to breach and neglect in connection with Flair's fulfilment of the Agreement.
- 8.2** Flair and the Client are liable for damages in accordance with Danish law. However, the compensation is limited to the full amount of the Agreement and under any circumstances maximized to Flair's liability insurance sum.
- 8.3** 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 Insurance

- 9.1** Flair is covered by a professional liability insurance, which covers liability for Recruitment.

10 Force Majeure

10.1 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.

11 Applicable law and disputes

11.1 Any interpretation, clarification, and fulfilment of these Terms, as well as any dispute between Flair and the Client in general, is governed by Danish law.

11.2 Any dispute that may arise in connection with these Terms is decided by the Court of Frederiksberg, cf., with the exception below.

11.3 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.

12 Order of priorities

12.1 Unless otherwise agreed upon in writing between Flair and the Client, these terms of business will take precedence over other contract documents.

12.2 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.

13 Termination

13.1 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/>