

Protemp A/S' Terms and Conditions

- 1. General**
- 1.1 Protemp's terms and conditions shall, unless otherwise agreed in writing, directly apply to all agreements between the customer and Protemp on flexible staffing, including but not limited to temporary employment services, as well as all other kinds of staffing solutions. Protemp's terms and conditions are applicable to all parts of Protemp's business and organisation and do thereby also apply to the legal relationship between the customer and Protemp.
- 1.2 Protemp's temporary employment agency's temporary workers - hereinafter referred to as the temporary worker(s) - who Protemp makes available to its customers, are legally bound by an employment contract with Protemp defining the temporary worker's rights and obligations towards Protemp. There is no contractual relationship between the customer and the temporary worker why Protemp undertakes to draw up the temporary worker's employment contract in accordance with Danish law.
- 1.3 The customer is included on Protemp's usual reference lists, which are used for promotional purposes. In addition, all material in which Protemp informs about its relationship with the customer, including other advertising material, press releases with information for journalists, must in advance be approved by the customer.
- 2. Protemp's obligations**
- 2.1 Invoicing price, the nature of the work, working hours, workplace, start-up date and expected duration are to be agreed between the customer and Protemp prior to each temporary job, and must be confirmed in writing by Protemp by an order confirmation sent to the customer.
- 2.2 Protemp only employs temporary workers over the age of 18 years.
- 2.3 As a general rule, Protemp only registers temporary workers without a criminal record in the temporary worker database. In the event that a temporary worker commits criminal acts during the temporary job, Protemp in consultation with the customer binds itself to notify the police of the circumstance in question. The temporary worker will during the period of the police investigation be suspended as a temporary worker with Protemp.
- 2.4 As a general rule, Protemp commits itself to obtain at least 1 reference, however, preferably 2 references for each temporary worker. Where it is not possible to obtain a reference, Protemp commits itself to inform the customer about this.
- 2.5 Protemp is obliged to follow applicable collective agreements in the temporary worker's employment contract. Among other things this means that in some cases Protemp is obliged to follow the customer's applicable collective agreements, local agreements and standard practices.
- 2.6 If the customer at the arrival of the temporary worker does not need his labour anyway, the customer will be invoiced for the number of hours that Protemp in accordance with the applicable collective agreement is required to pay the temporary worker, however as a minimum for the time, which is listed below in the points 3.2 and 3.3.
- 2.7 If in connection with the performance of the work at the customer any claim is made against Protemp by the temporary worker as a result of applicable legislation and collective agreement, Protemp has full recourse against the customer.
- 2.8 During both official and unofficial strikes, Protemp may refuse orders for temporary workers when it is reported that the work is strikebound. During any kind of strike pre-ordered temporary workers, who are sent home due to the strike, will be invoiced to the customer for the number of hours that Protemp in accordance with the applicable collective agreement is required to pay the temporary worker.
- 2.9 Protemp has at its own request and initiative the right to supply temporary workers, who are self-employed as well as employees of the self-employed. Self-employed means temporary workers, who have their own company registration number and who are therefore working at their own account and risk as a self-employed subcontractor for Protemp.
- 3. The customer's obligations**
- 3.1 The customer is obliged to inform and disclose applicable collective agreements, local agreements and standard practices of the company to Protemp before the temporary worker starts his work at the customer and to regularly inform Protemp about changes. If the customer does not in due time inform Protemp about these circumstances, Protemp reserves the right to make a claim against the customer for any losses incurred to Protemp from this.
- 3.2 The customer may freely at any time choose to extend, reduce or discontinue a temporary job. At reduction or discontinuation, the customer is obliged to, in writing, give a notice of at least 5 full workdays regardless of the reason.
- 3.3 Cancellation or postponement before delivery of Protemp's order confirmation will be invoiced at 5 full workdays at 7.5 hours per temporary worker.
- 3.4 Towards Protemp the customer is obliged to reimburse Protemp with any amount that Protemp may be obliged to pay the temporary worker as a result of applicable legislation or collective agreement.
- 3.5 The customer has the full instructional and managerial authority as well as supervision and control authority towards the temporary worker, and therefore the customer is obliged to ensure that the temporary worker is covered by the customer's liability and industrial injury insurance. Protemp assumes no responsibility for the temporary worker's actions, including illegal actions, errors, defects, omissions or damages committed by the temporary worker during the execution of the work for the customer. It is the customer's responsibility to ensure that the temporary worker is able to perform the agreed work and has the necessary knowledge of materials, machinery etc. and the related safety regulations.
- 3.6 The customer is obliged to take out a movable insurance.
- 3.7 It is the customer's responsibility to instruct the temporary worker in the execution of the work as well as to inform the temporary worker of the company's relevant internal rules and procedures. The temporary worker is obliged to follow the customer's guidance and instructions during the execution of the work.
- 3.8 If the customer has to change working conditions after the start of the temporary job, the customer must immediately notify Protemp about this, so that Protemp has time to give the temporary worker the necessary warning on this subject. If the customer does not inform Protemp in due time about the changes, the customer is responsible for any losses and costs, which may incur to Protemp or to the temporary worker as a result of the changed working conditions.
- 3.9 The customer is obliged to ensure that the temporary worker's working conditions are completely safe as regards safety and health and that they are in accordance with applicable legislation, including the working environment act, the discrimination act and the equal treatment act. Furthermore, the customer is obliged to prepare a risk assessment in accordance with the applicable legislation for the work that the temporary worker performs.
- 3.10 In case of matters of dispute between the customer and the temporary worker about the nature and extent of the work with reference to the temporary worker's employment contract, these questions must immediately be presented to Protemp. If the customer does not immediately
- inform Protemp about such matters of dispute, Protemp has in consequence full recourse against the customer.
- 3.11 If the customer believes that the temporary worker does not possess the required qualifications, the right education or lacks a valid certificate and thus is not in a position to carry out the agreed work, etc., the customer must, without undue delay, notify this in writing to Protemp with the reasons for doing so. If the customer does not complain in due time, the customer can as a consequence not make claims against Protemp.
- 3.12 If Protemp provides temporary workers with tools, the customer is obliged to store the tools so that they do not get stolen or used by others. If the tools get stolen, used by others or the client don't deliver it back, the customer is obliged to compensate for the tools.
- 3.13 If Protemp provides temporary workers without residence in Denmark, the customer is obliged to pay subsistence allowance in accordance with the state's rates (year 2019 = kr. 728 per night) or to defray board and lodging for Protemp's temporary workers.
- 3.14 Illness as a result of the temporary worker's injury during his work at the customer's location (illness with notification of claim), other work's conditional disorder or occupational disorder is charged with (current salary x factor 1.48) in the statutory employer's period.
- 4. Prices and invoicing**
- 4.1 The customer will be invoiced for the temporary worker's hours worked, expenses, bonus and various supplements in accordance with the collective agreement applicable to the temporary job, however, excluding lunch breaks and the temporary worker's travel time to and from the customer, unless collective agreement said otherwise. The invoicing is done in accordance with the collective agreement applicable to the temporary job, with the addition of a price factor that has been agreed between the customer and Protemp. Even though a fixed price is agreed in the temporary agency agreement, paragraph 4. And all sub-paragraphs will take precedence.
- 4.2 The price factor is added to the temporary worker's hours worked as well as various, bonus and supplements in accordance with the collective agreement applicable to the temporary job, which are invoiced to the customer.
- 4.3 The price factor agreed between the customer and Protemp does not include any remuneration or expenses, which Protemp or the temporary worker defray on behalf of the customer. Among other things, the following is considered as expenses:
- a) expenses in connection with the temporary worker's driving in his own car at the execution of the job, (however not from the temporary worker's residence to the customer's address and back, unless collective agreement said otherwise), required travels that have been agreed with the customer, including any absence compensation as well as expenses incurred in connection with necessary stationing of the temporary worker, which is to be further agreed between the customer and Protemp.
 - b) public charges incurred in connection with the execution of the agreed job.
 - c) expenses for the production of material, unless the expenses are explicitly contained in Protemp's remuneration.
- The list is not exhaustive.
- 4.4 The remunerations and/or expenses will be invoiced to the customer and will appear separately on the invoice.
- 4.5 Protemp pays all legal and contractual social benefits for the temporary worker and settles his withholding tax.
- 4.6 Unless otherwise agreed, the temporary worker shall at the end of each week present a timesheet to the customer for signature or electronic approval. The customer shall sign or approve the timesheet as this forms the basis of the final invoice. It is the customer's responsibility to save a copy of the approved timesheet for himself. Protemp is not obliged to store timesheets or to forward timesheets after they have been invoiced and paid.
- 4.7 Weekly timesheets must be approved by both the temporary worker and the customer by Friday at 4 p.m. If approval has not taken place, Protemp reserves the right to approve the timesheets. No objection can be made to weekly notes older than 14 days for any reason.
- 4.8 The approved weekly paper timesheets must be sent to timer@protemp.dk no later than Friday at 4 p.m.
- 4.9 Protemp shall issue an invoice every Friday on the basis of the timesheet that has been approved and signed by the customer and that the temporary worker has returned to Protemp. The customer pays the invoice within 8 days after the invoice date.
- 4.10 If Protemp's total outstanding including current work cannot be sufficient credit insured by credit insurance company Alradius, Protemp is entitled to change the agreed payment terms, demand an appropriate guarantee or to terminate the contract and demand full payment for completed deliveries as well as advance payment as a condition for future deliveries.
- 4.11 Protemp charges DKK 25.- per invoice if the customer requires splitting of invoices or splitting of invoice lines into multiple items, or if the invoice must be forwarded to more than one person or be entered into different accounts.
- 4.12 VAT is charged in the issuing of the invoice. If the customer chooses not to receive the invoice from Protemp electronically, an invoicing fee of DKK 50.- per letter is charged.
- 4.13 In case of payment after due date Protemp may charge an interest of 2% for each month or part of a month and fees in accordance with the applicable legislation. If the customer does not pay as per the due date Protemp is entitled to terminate the contract and demand full payment for completed deliveries as well as advance payment as a condition for future deliveries. The customer is also obliged to pay for the period until the delivery could have been terminated by the customer himself, cf. the above points 3.2. and 3.3. Protemp A/S reserves the right to claim further compensation.
- 4.14 Any price increases/factor changes as a result of changes – such as legislation or contractual changes or common supply and demand will not be notified. The changes will enter into force automatically without notice.
- 4.15 Twice annually, on 1 January and again on 1 July, the invoice prices are (in addition to the already mentioned changes) automatically indexed without separate notice in accordance with the percentage of development in Statistics Denmark's net price index, however, at minimum with factor 0.02 per indexation. The changes will enter into force automatically without notice.
- 4.16 Self-employed temporary workers, cf. point 2.9, who are associated with Protemp, are invoiced at the same rate as comparable temporary workers employed by Protemp.
- 4.17 The minimum fee for temporary jobs on 5 working day week is based on: Monday to Thursday - 7.5 hours per day per temporary worker, and Friday - 7 hours per day per temporary worker. The minimum fee for temporary jobs on 4 working day week is based on: Monday to Thursday – 9.25 hours per day per temporary worker

<p>4.18 If the customer orders temporary workers for 5 work days or less, the agreed factor is increased to 1,8 even though the temporary job may be extended afterwards.</p> <p>4.19 If the customer orders temporary workers for delivery on the next workday, the first workday will be charged with two extra hours per temporary worker.</p> <p>4.20 Protemp charges kr. 5 per hour if the customer requires that Protemp's temps are equipped with common. hand tools incl. screwdriver and excl. drill.</p> <p>4.21 If the customer orders temporary workers without the existence of a valid agreement with Protemp's signature and/or if the customer continues the use of Protemp's temporary workers outside the duration of the temporary worker agreement, Protemp will determine a price factor (minimum factor 1,8) until a possible new temporary worker agreement has been entered.</p> <p>4.21 Protemp's general terms and conditions apply without restriction/limitation in the situations outlined in point 4.21.</p> <p>5. Price regulation at changed purchase volume</p> <p>5.1 If the agreed purchase volume differs by more than 25% compared to the agreed purchase volume, the terms change automatically.</p> <p>5.2 Prices shall be adjusted in accordance with the following model from the time a deviation is documented:</p> <p style="margin-left: 20px;">o at a volume of less than 25% of the specified + 2% on agreed prices. o at a volume of less than 35% of the specified + 4% on agreed prices. o at a volume of less than 45% of the specified + 6% on agreed prices.</p> <p style="margin-left: 20px;">The above only applies to contracts in which the purchase volume is agreed.</p> <p>6. Warranty</p> <p>6.1 If the customer within the first 8 hours after the start of the temporary job informs Protemp that the temporary worker does not match the specified qualifications, Protemp will credit the customer for the time spent. If this time limit is not observed, Protemp reserves the right to invoice the customer for the number of hours the temporary worker has worked. If the temporary job is only agreed to one day or shorter time, information to Protemp must take place within 4 hours from the start of the temporary worker.</p> <p>7. Conditions for permanent employment of the temporary worker, Try & Hire and use of Protemp's temporary workers through other employment agency.</p> <p>7.1 In case the customer, a company wholly or partly owned or controlled by the customer or his ownership/management, or a company associated with this, for whatever reason during a temporary job or 12 months after the completion of the temporary job employs or otherwise enters into a cooperation agreement with one of Protemp's temporary workers, or if the temporary worker is employed in preparation for a permanent employment (Try & Hire), an employment agency fee will be invoiced depending on the length of temporary job, regardless of the position to which he or she is employed.</p> <p>7.2 In case the customer, a company wholly or partly owned or controlled by the customer or his ownership/management, or a company associated with this for whatever reason during a temporary job and 60 days after the completion of the temporary job uses Protemp's temporary workers through another employment agency, an employment agency fee will be invoiced depending on the length of temporary job, regardless of the position to which he or she is employed</p> <p>7.3 The employment agency fee is a lump sum based on a full-time employment and then converted. The amount is calculated according to the length of the temporary job as follows:</p> <p style="margin-left: 20px;">From 0 to 2 weeks (incl.): 18 % of the temporary worker's gross annual salary + pension From 3 to 4 weeks (incl.): 16 % of the temporary worker's gross annual salary + pension From 5 to 8 weeks (incl.): 14% of the temporary worker's gross annual salary + pension From 9 to 12 weeks (incl.): 12% of the temporary worker's gross annual salary + pension More than 12 weeks (incl.): 10% of the temporary worker's gross annual salary + pension</p> <p>7.4 The employment agency fee shall fall due when the customer, a company wholly or partly owned or controlled by the customer or his ownership/management, or a company associated with this and the temporary worker have entered an employment contract or other cooperation and if the customer for whatever reason during a temporary job and 60 days after the completion of the temporary job uses Protemp's temporary workers through another employment agency.</p> <p>7.5 If the customer is in arrears with his payments or has not complied with Protemp's terms of payment during his cooperation with Protemp, the employment agency fee will be 18%, regardless of the above.</p> <p>8. Intellectual property rights</p> <p>8.1 Unless otherwise agreed between the customer and Protemp or consequences of Danish legal rules on this subject, the following conditions concerning intellectual property rights apply:</p> <p>8.2 Rights to all ideas, concepts, inventions, creations and works of any kind, such as texts, pictures, movies, layout, promotional items, computer programmes, marketing principles or anything else, which has been created as part of the temporary worker's ordinary employment relationship or which is the result of a special task placed on the temporary worker - whether any instructions in this regard derive from the customer himself or from the customer's customer - are due to the customer without additional compensation, including but not limited to copyright, photo, patent, pattern and trademark rights, however, in respect to the at all times applicable mandatory legislation. Thus, the customer has full access to the utilisation of all the above-mentioned intellectual property rights. The customer has also full access to assign the mentioned intellectual property rights to the customer's customers or others. The transfer of rights is final and does not lapse upon termination of the temporary job. The temporary worker's salary and benefits are determined in consideration of this.</p> <p>9. Confidentiality</p> <p>9.1 Protemp is obliged to instruct its own employees and temporary workers to observe discretion and confidentiality with regard to all the clients' business affairs, unless: (a) such information was published or otherwise publicly available or (b) such information is lawfully published by an independent third party, or (c) such information is required published by law.</p> <p>9.2 In addition, Protemp accepts no liability in the event of the employee's or the temporary worker's lack of observance of discretion and confidentiality.</p> <p>10. Limitation of liability</p> <p>10.1 The customer and Protemp – hereinafter referred to as the parties - are liable in accordance with the general rules of Danish law. However, Protemp's liability for damages is in any case limited to an amount of DKK 2,500 per incident per year.</p>	<p>10.2 The parties are in no case responsible for the other party's operating loss, loss of profit, consequential damages, business, goodwill or other indirect financial costs, loss of profit, expenses incurred or fines, damage or expenses of any kind that have developed during or in connection with this agreement.</p> <p>10.3 Above-mentioned limitations only apply if the loss is not attributable to gross negligence or intentional offences with the tortfeasor.</p> <p>11. Insurance</p> <p>11.1 Protemp has taken out a professional liability insurance, which covers claims for liability for damages raised against Protemp (the insured) with regard to Protemp's access to advice and assistance including advice towards employees, who take part in work for a third party's service, candidates, etc.</p> <p>11.2 The customer is obliged to take out and maintain statutory insurances himself, including the statutory industrial injury insurance as well as the statutory occupational disease insurance, which are also to include the temporary worker.</p> <p>12. Force Majeure</p> <p>12.1 In the event that the work is postponed, delayed or prevented due to force majeure, Protemp is not in breach of its obligations, and therefore the customer cannot make any claims to this subject. Force majeure is, among other things, understood as conditions that occur without Protemp's influence, including war, unusual natural events, fire, strikes, lockouts, public orders, public bans or the like.</p> <p>13. Applicable Law & Disputes</p> <p>13.1 Any interpretation, clarification and completion of these terms and conditions and any dispute between the customer and Protemp is, moreover, subject to Danish law.</p> <p>13.2 Any dispute, which may arise between the parties, shall be settled by the Court in Kolding as first instance with the possibility of a customary appeal to the Vestre Landsret, however, cf. the exception below:</p> <p>13.3 Any dispute relating to amounts in excess of DKK 500,000 is determined in accordance with the rules for processing of cases by the Danish Arbitration Institute. All members of the arbitral tribunal shall be appointed by the Danish Arbitration Institute in accordance with the rules in the arbitration act.</p> <p>14. Priority order</p> <p>14.1 Unless otherwise agreed in writing between the customer and Protemp, the present terms and conditions shall take precedence in relation to other contract documents. Regardless of all other contract documents or agreements written or verbal, section 4, 4.1, 4.2, 4.3, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20 and 4.21 shall take precedence.</p> <p>15. Consent</p> <p>Unless otherwise agreed in writing between Protemp and the customer consent is hereby given that Protemp may send the customer and employees of the customer e-mails and / or SMS and MMS messages regarding offers, vacancies, news, participation in competitions and service announcements. The customer and employees of the customer can revoke the consent at any time by contacting Protemp A/S here johnny.bergsted@protemp.dk.</p> <p>The customer can read more about our processing of personal data here: https://protemp.dk/personoplysninger-kunder</p> <p>15. The completeness of the temporary worker agreement, assignment.</p> <p>15.1 Any modification or any addition to Protemp's terms and conditions shall be included in the signed temporary worker agreement, and likewise all oral confirmations or confirmations given by telephone shall be confirmed in writing in order to be binding.</p> <p>15.2 Protemp may (without the customer's consent) assign its receivables pursuant to the temporary worker agreement to a third party.</p> <p>16. Data protection</p> <p>16.1 Each part must comply with its personal data obligation (as defined by Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 careful protection of natural persons taking into account the processing of personal data and of the free movement of such data and of the scope of Directive 95/46 / EC) under any applicable law relating to data protection and privacy by doing sinus activities under this Agreement and / or in connection with benefits.</p> <p>16.2 External acknowledgments and statements that say something in each section that works with their own data controllers regarding the processing of personal data during the performance and receipt of services. Each part, as a data controller, must disclose personal data to the other part, as the data controller under this statement.</p> <p>16.3 Each part is responsible (i) for the dissemination of all new communications to individuals, including their employees, managers and representatives; and the extent to which their personal data must be disclosed or processed by the other part in connection with the Services; and (ii) to ensure by husband, respect for such personal data, has a valid reason to process and share their information with the other part in accordance with the applicable love of data protection and privacy.</p> <p>16.4 The customer acknowledges by Man where it is relevant to be able to take advantage of some additional services (such as Internet networks and systems that will support the administration of the Services) together with its affiliates, employees, managers and other individuals, may be able to give undertakings to others conditions, terms and conditions and / or privacy policies such as Protemp or its affiliates regularly disclose</p> <p>17. Termination and cancellation</p> <p>17.1 The terms and conditions are valid until they are terminated or changed in writing by Protemp. Protemp reserves the right to change/terminate the terms and conditions without notice.</p> <p>17.2 Without further notice, Protemp is entitled to terminate the agreement/cooperation with the customer in the event of the customer's non-compliance with these terms and conditions as well as applicable legislation.</p> <p>18. Interpretation or functioning</p> <p>18.1 If doubt arises as to the interpretation or functioning of the English Terms and Conditions, the Danish Terms and Conditions will prevail.</p> <p>19. Validity</p>
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The above terms and conditions are valid from 2th of June 2020.

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