

Terms of Business

For agreements with Moving Talent as the service provider for temporary work in event staffing

1. About Moving Talent and the client

- 1.1 Moving Talent assists the client, which can be a Danish or a foreign company within the public and private sector, with the recruitment of employees for assignments during events. The assignments are solved either directly at the client's premises or outsourced to Moving Talent which shall be specifically agreed by the parties.
- 1.2 When an agreement is concluded, Moving Talent is obliged to make the staff available for the client for them to solve the agreed assignments.
- 1.3 The client is encouraged to provide regular feedback, either orally or in writing on the results, performance, development and qualifications of Moving Talent's staff. Furthermore, the client is obliged to inform Moving Talent immediately of any complaint regarding the staff's task performance.

2 Staff assignments through Moving Talent

- 2.1 The client will place a tentative request as early as possible. Any tentative request should include dates, briefing date, approximately number of staff needed as well as the description of positions and skills/languages needed.
- 2.2 The client shall strive to deliver a schedule as early as possible and proportionally to the amount of staff required.
- 2.3 In relation to the staff assignment, Moving Talent makes one or more staff mentioned by name available to the client to carry out the assignment previously agreed upon. Moving Talent handles all practical aspects regarding the assignment, including drawing up the employment contract and the salary payments. Furthermore, Moving Talent covers all costs related to holidays, sickness and additional social benefits. The client is responsible for the staff introduction to the relevant task performance and the specific systems. Moving Talent is not responsible for the tasks performed by the staff.
- 2.4 The staff assignment is invoiced per working hour. A minimum shift of 4 hours applies. The fee depends on the nature of the job. To determine the individual number of working hours, the staff needs to submit a time sheet which must be approved by the client's contact person and submitted to Moving Talent weekly and immediately after the last work day of the pay period. Should the client find any errors in the time sheet, they are required to immediately contact Moving Talent. Moving Talent will review the time sheets and make the necessary corrections. Moving Talent will then send an invoice based on the recorded number of working hours.
- 2.5 If the client would like to offer an employment to one of Moving Talent's staff within 6 months of the termination of his/her assignment, a recruitment fee of 3000€ will apply. This also

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applies to the client's consolidated companies or companies connected through professional partnerships with the same objects and under the same name¹.

- 2.6 If the client is not satisfied with the staff in question, Moving Talent will strive, but not obliged, to assign another staff.
- 2.7 All confidential information which Moving Talent as well as any staff assigned by Moving Talent obtain knowledge of during the staff assignment will be the subject to a duty of confidentiality. All Moving Talent's staff sign a statement of confidentiality. The staff's duty of confidentiality regarding matters concerning the client does not apply to information passed on to Moving Talent.
- 2.8 At the end of a project agreement and at the client's request, Moving Talent is obliged to return all materials belonging to the client, which have been given to the staff or to Moving Talent by the client. Thus, neither the employee nor Moving Talent is entitled to exercise any ownership over any of the material belonging to the client.
- 2.9 In case a staff calls in sick and does not show up for work, it shall not be regarded as a breach of the "Terms of Business" or of the individual staff job confirmation. Moving Talent will strive, but not obliged, to assign another staff.
- 2.10 Unless agreed otherwise, the three parties in question (the client, the staff and Moving Talent) can terminate the agreement with one day's notice. In case a staff terminates his/her job, it shall not be regarded as a breach of the Terms of business or of the individual agreement about the staff. In this case, Moving Talent will strive, but not obliged, to assign another staff.
- 2.11 Upon request from Moving Talent, the client must pay for a financial guarantee, which covers 50% of the estimated working hours during the assignment. The payment should be deposited into Moving Talent bank account two weeks prior to the assignment.

3. Event staffing services through Moving Talent

3.1 Staff's services include:

- An introductory meeting between Moving Talent's contact and the client to identify the profiles, including language requirements and deciding the specific terms and conditions for the recruitment.
- Recruitment of staff from job advertisement to interview sessions
- Allocation of staff to the schedule provided by the client. Moving Talent will strive to make the use of staff as efficient as possible by combining positions etc.

¹ For example, a professional office community where the members have the same business objects and are known externally under the same name, share a reception function, etc.

4. Breaks, meals, travel costs, use of mobile phone

- 4.1 The number of working hours is including lunch hours and breaks. Moving Talent will charge per commenced 15 minutes. The schedule is only to be considered as a guideline, as adjustments must be expected from the client.
- 4.2 In case a shift has been planned for 6 hours or more, the staff is entitled to have a meal and when the shift has been planned for 12 hours or more, the staff is entitled to have a second
- 4.3 Travel costs for specific congresses and events where special travel arrangements are needed, will be charged at real cost.
- 4.4 Calls made by the staff that exceed the ordinary will be charged (foreign call, when asked to use phone at their position, etc.).

5. Extended insurance

- 5.1 The client must take out an ordinary employer's insurance covering the employees as Moving Talent cannot be held responsible for the staff's actions while they are working for the client.
- 5.2 However, all staff provided throughout the events can be covered by an industrial injury insurance carried by Moving Talent. In that case, Moving Talent undertakes, at our own expense, to maintain insurance with ordinary coverage including professional liability covering the following amounts as a minimum:

Professional indemnity insurance: DKK 2 million (damage to property)
DKK 5 million (personal injury)

- 5.3 The client is entitled to ask Moving Talent to provide documentation for the above-mentioned insurance coverage at the commencement of any agreement, and always during the collaboration, they may ask Moving Talent to provide documentation that the insurance is still in force.

6. VAT and invoicing

- 6.1 For a project of more than 1000€ VAT incl., if applicable, the pre-payment invoice (50% of the total amount) will be sent 2 weeks prior to the beginning of project and the final invoice will be sent after the completion of the project. For a project below the above amount, the final invoice will be sent after the completion of the project.

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The due date for payment is 14 days net after the issuance of invoices (pre-payment invoice and final invoice).

If necessary, any outstanding claims will be charged a reminder fee of 20€ per reminder and an interest rate of 1,5% will be charged per month from the due date and until payment.

6.2 The VAT rates in force at any time are added to all fees for services under this agreement.

7. Cancellation

Part or full cancellation of staff as well as reduction of the number of hours ordered will be charged when occurring 4 days before the event.

8. Breach

In case of one's party's material breach of contract, the other party is entitled to terminate the agreement with immediate effect. Material breaches may include gross or repeated neglect of the terms and conditions of an agreement or a situation in which one of the parties commences bankruptcy proceedings, files for suspension of payments or initiates composition negotiations with its creditors or any similar situation.

9. Force Majeure

The client may not request compensation for late or missing supply due to circumstances out of Moving Talent control that Moving Talent control could not have reasonably foreseen or overcome.

10. Limitations of Liability

Moving Talent shall only be responsible for any direct and documented damage or loss caused by Moving Talent's staff. Moving Talent's liability for such damage or loss is limited to the total order value for each congress and event.

11. Applicable law and legal venue

Any dispute that may arise between the parties in relation to a concluded agreement or any issues stemming from the collaboration terms shall be settled – in case the parties cannot reach agreement on a voluntary basis – in accordance with the rules of Danish law, and the Danish Maritime and Commercial Court in Copenhagen shall be the legal venue.

12. Approval and acceptance

Moving Talent terms of business are forwarded with the conclusion of all agreements. These terms are accepted by approving all agreements made related to the individual task. The terms of business as well as any concluded agreements are forwarded and approved by email.

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