

Appendix 2 – Use of subcontractors, suppliers and subconsultants (business partners)

1. USE OF BUSINESS PARTNERS

- 1.1. It is a mandatory requirement that the subcontractor, in performance of the contract, guarantees that it and its subcontractors at all times comply with international conventions to which Denmark is a party.
- 1.2. The use of business partners shall require the written approval of Bravida.
- 1.3. The subcontractor's employees shall generally perform their work during the normal opening hours of the construction site. Work at other times must be agreed, and must be coordinated with the responsible person at Bravida.

2. LIABILITY FOR DEFECTS AND CONTRACT TERMS

- 2.1. The subcontractor acknowledges that Bravida may bring direct claims for defects against the subcontractor's subcontractors in accordance with Clause 8 subclauses (4) and (5) of AB18.
- 2.2. The subcontractor shall ensure that Clause 8 subclause (5) of AB18 is derogated from in the agreements entered into with its own subcontractors so that Bravida is able to bring direct claims.

3. WORKING CONDITIONS AND SOCIAL CLAUSES

- 3.1. The subcontractor shall ensure that all employees – both its own and those of its partners – who are involved in the performance of this subcontract are guaranteed working conditions that are no less favourable than those that apply to work of the same kind under a collective agreement concluded by the most representative labour market parties in the relevant professional field and which applies throughout Denmark.

4. DOCUMENTATION REQUIREMENTS AND FOREIGN WORKERS

- 4.1. The subcontractor is obliged to ensure that all employees and its business partners have valid work and residence permits and that documentary evidence of these permits can be provided to Bravida.
- 4.2. Where the subcontractor and its subcontractors use foreign labour, Bravida must be notified of this in writing before the work commences.
- 4.3. The subcontractor must also be able to provide timely documentary evidence of notification to the **RUT register** in accordance with the Act on the Posting of Workers (no later than when the work commences).

- 4.4. Bravida may at any time demand the presentation of relevant documentation to show that the pay and working conditions of the employees comply with the above obligations, including payslips and timesheets, payroll accounts and employment contracts for both the subcontractors' own employees and the employees of business partners. Bravida may submit a written request for this with 5 working days' notice.

5. EMPLOYER RESPONSIBILITY AND INFORMATION OBLIGATION

- 5.1. The subcontractor is and acts as an independent employer in all matters concerning its own employees, including, but not limited to, recruitment, day-to-day management and termination of employment.
- 5.2. The subcontractor is responsible for ensuring adequate and qualified superintendence in relation to the fulfilment of its contractual obligations and for the work being performed professionally and in accordance with applicable Danish laws, standards and regulations.
- 5.3. The subcontractor is obliged to inform its own employees and any subcontractor's employees about Bravida's processing of personal data, including by providing a "*Privacy Notice*" to these employees.

6. SANCTIONS AND COMPENSATION

- 6.1. Bravida reserves the right to check that the subcontractors and their subcontractors are in compliance with the above obligations.
- 6.2. The subcontractor shall be obliged to indemnify Bravida for any fines that Bravida may be required to pay as a result of the use of unauthorised personnel by the subcontractor or its subcontractors. Bravida may immediately set off such claims against the subcontractor's claims for payment.
- 6.3. In the event of claims raised by a trade union or authority as a result of non-compliance with the requirements on working conditions, the subcontractor is obliged to pay immediately a fine of DKK 100,000 in cash. This applies regardless of whether the contract is terminated.
- 6.4. Bravida shall be entitled to pay, at the subcontractors' expense, any claim brought by a trade union as a result of breach of this contract by the subcontractor or its subcontractors.