

## Temporary Worker Agreement - for Self Employed

The following is agreed between Cool Company Skandinavien AB, company no. 556432-8390 (the "Employer") and the person whose name, social security number and contact information appears on their personal account (the "Self-Employed person").

*This is a translated version of the Employer's original version in Swedish. In case of discrepancies, the original version in Swedish shall be considered to prevail over this version.*

Agreement – Specific fixed-term employment

### 1. Position

1.1 The Self-Employed person's position and tasks may vary between Assignments and are defined in accordance with the instructions and job descriptions set out for an individual Assignment.

1.2 Tasks are stated in the currently applicable instructions that should be provided by the Employer and must be included in the position that the Self-Employed person entered into for an Assignment.

### 2. Form of employment

2.1 The form of employment is "specific fixed-term employment" as per Section 5 of the Employment Protection Act (LAS in Swedish). The employment is in direct relation to a single Assignment that the Self-Employed person will perform, as well as the resulting invoicing, for a maximum, however, of 30 days at a time.

This means that the Self-Employed person enters into this agreement, on registration with the Employer, but that it is activated and applied only when the Employer, together with or through the Self-Employed person, has entered into an Assignment Agreement with an Assignment Provider. The Self-Employed person performs Assignments on Cool Company's behalf vis-à-vis an Assignment Provider and therefore has no separate legal relationship with an Assignment Provider.

### 3. Location and working hours

3.1 Locations may vary and the location for each Assignment corresponds to the location defined in each individual Assignment. The Self-Employed can also specify the location in cooperation with the Employer.

3.2 The work location for the employer is at Tegnérgatan 2C, 113 58, Stockholm.

3.3 The working hours are agreed between the Self-Employed person and the Employer but must be in accordance with the General Terms and Conditions for the Self-Employed and any applicable laws.

## **4. Salary**

4.1 Upon finalised Assignment, the Self-Employed shall, unless agreed otherwise, receive a salary (in accordance with section 7.1 of the General Terms and Conditions Self-Employed). Reimbursement for work performed outside ordinary work hours is not applicable.

4.2 Salary is, unless agreed otherwise, paid out to the Self-Employed only when the Employer has received payment from the Assignment Provider.

4.3 The Self-Employed can choose to either manually transfer the salary to the Self-Employed's bank account, receive salary on the 25th of each month or automatically directly upon payment of salary. If the Assignment Provider is in delay of payment towards the Employer, the payment of salary towards the Self-Employed will not be done until payment collection has been performed.

4.4 If attachment to salary is performed, the process will be done before payment of salary on the 25th.

## **5. Pension and Insurance**

5.1 The Employer implements provisions for pensions in accordance with the General Terms and Conditions for the Self-Employed appendix.

5.2 The Self-Employed person is covered by the Employer's, liability insurance, accident insurance (TFO in Swedish) and the service group life insurance (TGL in Swedish) as well as health insurance if they carry out Assignments on the employer's behalf, provided that the Assignment has been notified in advance to the Employer and, where required, a risk assessment has been carried out. A prerequisite for being covered by the insurance is that the Self-Employed person is fully healthy, able to work, has completed a health examination where applicable, and has notified the Assignments in advance. Additional provisions are set out in the General Terms and Conditions – Self-Employed.

5.3 Additional insurances can be, if so agreed upon, applicable for the Self-Employed persons performance of an individual Assignment. Such insurances can i.e., be treatment damage insurance or construction insurance.

## **6. Holiday Pay & Sick Leave**

6.1 Holiday pay is included in the salary received by the Self-Employed person for completed Assignments. The portion of the Self-Employed person's salary that constitutes holiday pay is specified on the payslip provided to the Self-Employed person.

The Self-Employed person is not entitled to take holiday leave unless required by mandatory law. Any such holiday leave and its scheduling shall be agreed upon between the Employer and the Self-Employed person and, where applicable, the Assignment Provider for the Assignment.

6.2 Holiday pay corresponds to twelve (12) percent of the earned gross salary (where "salary" refers to what is stated in section 7.1 of the General Terms and Conditions – Self-Employed) and shall be included when pricing the Assignment.

6.3 In the event of illness, the Swedish Sick Pay Act (1991:1047) shall apply. Additional provisions are set out in the General Terms and Conditions – Self-Employed.

## **7. Validity and termination of the agreement**

7.1 The agreement is active from the time the Self-Employed person begins their Assignment and runs until the Assignment is completed, however for a maximum of 30 days at a time, after which a new, corresponding period with an active employment agreement begins. Upon completion of the Assignment, the employment returns to being passive, until a new Assignment begins.

7.2 The Employer reserves the right to terminate the agreement with the Self-Employed person with immediate effect if they violate the Agreement, General Terms and Conditions for the Self-Employed or Cool Company's privacy policy.

7.3 Employment may be terminated before the agreed end date by the Employer providing written notice to the other Party. The employment will then end two (2) weeks after either Party has given written notice to the other Party.

For the avoidance of doubt, any termination of an individual Assignment is governed by the General Terms and Conditions – Self-Employed and shall not be confused with the employment relationship between the Employer and the Self-Employed person.

## **8. Processing of personal data**

8.1 The Employer processes personal data regarding the Self-Employed person to carry out administration and corresponding processing within the scope of the Self-Employed person's employment. All the processing terms and conditions can be found in the Employer's Privacy Policy on the Employer's website.

8.2 If the Self-Employed person receives personal data attributable to the Assignment Provider during the Assignment, for example to the Self-Employed person's private e-mail or similar, it is the Self-Employed person's responsibility to delete this personal data when they have completed the Assignment.

## **9. Other**

9.1 Otherwise, the terms of employment applied at any time by the Employer apply, which can be seen in the General Terms and Conditions for the Self-Employed appendix.

## **10. Appendices:**

- General Terms and Conditions for the Self-Employed

A signature is submitted by accepting this employment agreement and the General Terms and Conditions for the Self-Employed when registering on the Employer's website. The Employer is considered to have entered into the agreement from when the Employee has registered on the website.

## CONTACT DETAILS OF THE PARTIES

### Employer:

Cool Company Skandinavien AB

company no. 556432-8390

Tegnergatan 2C

113 58 Stockholm

Contact person: Customer support

Tel: +46 (0)10-330 30 11

Email: [info@coolcompany.com](mailto:info@coolcompany.com)

### Employee:

Name, social security number, address, and contact details for the employee as per the self-employed person's personal account on the employer's website.