

## General Terms and Conditions for the Individual Contractor

*This is a translation of Cool Company Skandinavien's Swedish original document stipulating the terms and conditions for individual contractor employment at Cool Company Skandinavien. In case of discrepancies, the Swedish original document shall be considered the prevailing stipulations.*

### 1 BACKGROUND

- 1.1 Cool Company Skandinavien AB ("CCAB"/the "Company") is an individual contractor employment company and offers companies, authorities, organisations and private individuals a flexible employment solution and invoicing service.
- 1.2 The Company employs Individual Contractors who, on behalf of the Company, perform work for Assignment Provider in accordance with an Assignment Agreement.
- 1.3 The provisions that follow below form part of the contractual content that regulates the employment relationship between the Company and the Individual Contractor.
- 1.4 In addition to these General Terms and Conditions, the employment agreement drawn up by the Parties and their appendices apply.
- 1.5 The parties agree that rules on conversion laid down in the Employment Protection Act (1982:80) will not apply between the parties. CCAB and the Individual Contractor can therefore enter into an agreement on specific fixed-term employment without any limitation regarding the total length of employment without conversion to permanent employment taking place.

### 2 DEFINITIONS

- 2.1 **Administrative Tasks**, refers to work that CCAB performs as described below.
  - Invoicing
  - Payroll administration
  - Administration and payment of employer contributions and withholding taxes to the Swedish Tax Agency (Skatterverket).
  - Income Statements
  - Issuance of employer's certificates
  - Provision of insurance
- 2.2 **Individual contractor**, employees who have a regulated right to initiate and perform Assignments with Assignment Provider on behalf of the Employer. The Individual Contractor initiates the Assignment and is then employed by the Employer who is responsible for the execution of the Assignment in relation to Assignment Provider. The term "initiate Assignment with Assignment Provider" refers to the fact that it is the Individual Contractor who initiates some form of contact with Assignment Provider regarding the performance of the Assignment. This applies regardless of whether the Assignment is advertised or otherwise announced to the public or if the Assignment is obtained through a closed procedure.
- 2.3 **Party/Parties**, Assignment Provider and Employer jointly.
- 2.4 **Assignment Provider**, natural or legal person who orders work from the Employer. The work is carried out in accordance with the Assignment Agreement drawn up by the Parties together with their appendices.
- 2.5 **Employer**, CCAB, who is responsible for carrying out the Assignment in accordance with the Assignment Agreement as drawn up by the Parties, and their appendices.
- 2.6 **Assignment agreement**, the agreement drawn up that regulates the Parties' Assignment relationship.
- 2.7 **Assignment**, the task that appears in the Assignment Agreement, together with the appendices and which must be performed by the Performer.

### 3 AGREEMENT ON ASSIGNMENT

- 3.1 The Individual Contractor is employed while carrying out an Assignment and the contractual party is thus CCAB. A prerequisite for being employed and performing Assignments is that the Individual Contractor has registered their personal data by creating an account on the CCAB website. In order for the account to be registered with CCAB, the Individual Contractor must accept the General Terms and Conditions for the Individual Contractor, read the fixed-term employment agreement, and understand the meaning of the form of employment, as well as read our privacy policy regarding personal data processing. Finally, this agreement applies only under the condition that CCAB will undertake Assignments that the Individual Contractor performs.

- 3.2 The Individual Contractor must perform the work during the Assignment within the framework of a so-called specific fixed-term employment in accordance with Section 5 of the Employment Protection Act (1982:80) (LAS in Swedish). This is an employment type whose conditions, time, performance and scope in general correspond to the Assignment. The Assignment runs from the date the Individual Contractor reported as the start date in the job description/Assignment agreement and runs until the date specified as the end date in the job description, unless there have been changes that have been approved in writing.
- 3.3 CCAB has the right, but no obligation, to undertake Assignments. CCAB thus reserves the right to decline the employment of applicants for individual contractor employment in each individual case without having to state specific reasons. CCAB never undertakes Assignments that are not within the scope of the Company's insurance policies. CCAB cannot undertake Assignments of a certain type that, for example, require certifications or entail a high risk of injury for the Individual Contractor. Before Assignments, as part of a professional practice of such a nature that requires any kind of permit or authorisation or identification obligation or the like, the Individual Contractor must, on their own initiative, provide the Company with the required documentation. In all cases, CCAB is a contractual party to Assignment Provider regarding the Assignment.
- 3.4 The Individual Contractor has the right to carry out several Assignments in parallel, provided that these cannot be considered as competing in such a way that a conflict of interest between different Assignment Provider and between CCAB and different Assignment Provider could arise.
- 3.5 In the event of an agreement on a changed Assignment, the Individual Contractor must notify CCAB of this in writing.

#### **4 ASSIGNMENT CONFIRMATION**

- 4.1 The Individual Contractor must, in order to confirm Assignment commitment through CCAB, have approved the general terms and conditions and fixed-term employment contracts. The Individual Contractor must, when undertaking an Assignment, ensure that Assignment Provider gives the instructions, or alternatively submits these themselves, to CCAB regarding the Assignment in accordance with the conditions that the Individual Contractor and Assignment Provider have discussed. The Individual Contractor must notify their Assignment in advance and wait for approval that CCAB will undertake the Assignment in order for the employment relationship to be considered to exist. The Individual Contractor can never be considered as employed by CCAB before Assignment Provider has approved the Assignment by signing an agreement with CCAB as counterparty. It is the Individual Contractor's responsibility to ensure that Assignment Provider approves or signs CCAB's General Terms and Conditions – Assignment Provider.

#### **5 WORK ENVIRONMENT**

- 5.1 The Work Environment Act and the Swedish Work Environment Agency's regulations must be observed by both the Employer and the Individual Contractor. CCAB provides important information on work environments, broken down by industry, on its website. It is the Individual Contractor's responsibility to take note of the information about the work environment that is applicable for the Assignment in question. In case of questions, the Individual Contractor can turn to CCAB. Assignment Provider is responsible for work management and control and the follow-up of the Individual Contractor's work. It is the responsibility of the Individual Contractor to understand and adhere to any instructions and information as given by Assignment Provider required to carry out Assignments in a correct and safe manner from a work environment point of view. Assignment Provider is responsible for providing the workplace and equipment required for the Individual Contractor's tasks, if the Individual Contractor does not work alone. The Individual Contractor must be well aware of any possible risks with an Assignment before the Assignment is performed. The aim is for the Individual Contractor to be able to perform Assignments without the risk of injury occurring.
- 5.2 The Individual Contractor must be treated equally by Assignment Provider in relation to their other staff, provided that Assignment Provider is not a private person. Discrimination and/or abusive treatment must be reported to CCAB.
- 5.3 The Individual Contractor may not carry out Assignments for which they do not have the correct or sufficient training.
- 5.4 The Individual Contractor may not carry out Assignments that require access to areas where there is a significant risk of ill health or accident without first having received sufficient instructions and the relevant protective equipment from Assignment Provider. If the Individual Contractor is in charge of the workplace, or if Assignment Provider is a private person, the Individual Contractor must be able to check that there is sufficient fixed equipment at the workplace for there to be no risk of ill health or accident. It is the responsibility of the Individual Contractor to ensure that relevant protective equipment is used.
- 5.5 Working hours must be set in accordance with the Working Hours Act (1982:901), or any law that replaces it and regulations issued with the support of the current law.

- 5.6 Vehicles must be approved for use in traffic and must not be driven in a manner that could be considered unsafe. For Assignments that may require some form of protective equipment, appropriate protective equipment must be used. When using protective equipment, all of this equipment must be approved for the purpose, maintained, inspected by an accredited company if this is a requirement according to work environment regulations, intact and used correctly. For work that requires protective equipment, the equipment must be obtained before the Assignment begins. Premises, machines, tools and other technical devices to be used by the Individual Contractor must be well maintained.
- 5.7 It is the responsibility of the Individual Contractor to report a substandard or dangerous work environment as well as defective equipment and protective equipment to CCAB, at [arbetsmiljo@coolcompany.se](mailto:arbetsmiljo@coolcompany.se). It is also the responsibility of the Individual Contractor to report to Assignment Provider and CCAB any incident that occurs at the workplace or in connection with the Assignment.
- 5.8 CCAB plans, directs and controls its operations to the greatest extent possible in each individual case so that the work environment meets the prescribed requirements for a good work environment. CCAB informs the Individual Contractor before the Assignment starts about any risks through a work environment instruction for the industry in which the Individual Contractor is employed. It is the duty of the Individual Contractor to read the documents that CCAB refers to in its work environment checklist, where CCAB links to regulations that are mandatory to read before the Assignment but also other important documents that can guide the Individual Contractor correctly so that they may work in safe conditions.
- The Individual Contractor is informed that CCAB provides customised information in the form of regulations and documents depending on the industry in which the Individual Contractor operates.
- 5.9 CCAB investigates either itself, or possibly with the help of Assignment Provider, occupational injuries, examines operational risks and takes the relevant measures.
- 5.10 CCAB keeps a record of the work environment and the work done on it and, based on analyses, tries to introduce appropriate measures to be able to create a safe work environment for the Individual Contractor.
- 5.11 CCAB has a responsibility for work adaptability and rehabilitation activities for the Individual Contractor throughout their employment with CCAB.
- 5.12 CCAB has safety representatives and a safety committee to which the Individual Contractor can turn with information about substandard working environments.
- 5.13 CCAB can only have responsibility for the work environment if a valid employment relationship exists between the Individual Contractor and CCAB.
- 5.14 The Individual Contractor is informed that routines for various events have been established. Procedures exist for, among other things, reporting damage, violence or threatening incidents and these are available on CCAB's website.

## 6 **INVOICE**

- 6.1 Invoices for Assignments are sent out no later than 30 days after the work has been completed, which is why invoice documents submitted by the Individual Contractor must be available to CCAB no later than 10 days after the work has been completed.

## 7 **SALARY**

- 7.1 The Assignment remuneration is what forms the calculation basis for the Individual Contractor's salary. The Individual Contractor is the one who assesses and prices Assignments for Assignment Provider. However, the Individual Contractor undertakes not to price Assignments below SEK 134 gross per hour.

Deductions are made for statutory taxes and fees as well as CCAB's cost for administrative tasks before the salary is paid to the Individual Contractor. The Individual Contractor specifies the price they want to charge for Assignments. Any VAT is added to the price and to price changes. The part that constitutes holiday pay at 12 percent appears in each salary specification. Holidays are otherwise paid in accordance with the Holidays Act 1977:480. In the event that holiday leave is agreed with Assignment Provider during the Assignment, this must be notified in advance to CCAB before the Assignment begins.

7.2 Under certain conditions, the Individual Contractor is entitled to a guaranteed salary. This means that the Individual Contractor can in some cases receive a salary for the entire duration of the Assignment, even though Assignment Provider does not pay for the Assignment or ends the Assignment early, which, however, cannot be due to mismanagement on the part of the Individual Contractor. In order to be entitled to a guaranteed salary at CCAB, the following conditions must be met by the Individual Contractor:

A) Notice for Assignments must have been given in advance, before it began and confirmed by Assignment Provider to CCAB before it began. Confirmation from Assignment Provider must include a description of the Assignment, including the start date and end date as well as the price. The Individual Contractor is responsible for ensuring that Assignment Provider confirms the Assignment to CCAB before the Assignment begins.

B) Assignments may not be terminated earlier by Assignment Provider due to proven mismanagement on the part of the Individual Contractor. Mismanagement can consist of, but is not limited to, the following: repeated late arrivals, the Individual Contractor not following instructions given in writing by Assignment Provider or if it could be demonstrated that the Assignment was not carried out professionally.

C) The Individual Contractor must, for the time period that appears in the job description, be at CCAB's disposal in such a way that the Individual Contractor must accept Assignments that CCAB offers them. CCAB offers Assignments within the same industry as the original and which can either be carried out remotely or in any case no further than 120 kilometres from the Individual Contractor's civil registration address.

Compensation for guaranteed salary is calculated in cases where Assignment Provider does not pay CCAB based on a minimum wage. In cases where Assignment Provider pays CCAB for the Assignment, any difference between the minimum wage and the agreed gross remuneration per hour is paid. (Salary is paid in all cases after CCAB's administrative fee has been deducted and after CCAB has paid statutory fees). Guaranteed salary is paid on the 25th of the month after the Assignment is completed.

7.3 The Individual Contractor has the right to charge Assignment Provider for allowances, accommodation, travel allowance and expenses for consumables used for the Assignment after agreement with Assignment Provider. The Individual Contractor is responsible for the purchase of consumables or goods for resale, which is done with the Individual Contractor's own funds, and they may never purchase products in CCAB's name on credit. Receipts for these purchases must then be reported in original copies to CCAB and recorded in CCAB's system. The Individual Contractor is obliged to keep regular time reports of their working hours, driving records and allowances. This documentation must be available to be presented and explained to CCAB on request. If a deduction for travel expenses is granted, the Individual Contractor undertakes to use the expenses only as part of their service and not for private purposes. CCAB reserves the right to determine where the place of employment is located.

## 8 COMPLAINTS

8.1 The Individual Contractor must handle complaints regarding Assignments. If Assignment Provider asserts that the work is in any way inadequately performed, it is the Individual Contractor's obligation to remedy any demonstrated deficiencies without delay. It is the responsibility of the Individual Contractor to immediately report any complaints to CCAB.

8.2 Remarks regarding CCAB's performance of administrative tasks must be submitted directly to CCAB by Assignment Provider and/or Individual Contractor without delay and no later than 14 days after the completion of current administrative tasks. If the Consumer Services Act, alternatively the Consumer Purchase Act, is applicable to Assignment Provider, then the applicable law applies to complaints.

## 9 LIABILITY

9.1 CCAB's liability is limited to negligence regarding administrative tasks concerning the Individual Contractor. CCAB disclaims, to the extent applicable legislation permits, all responsibility for direct or indirect damage of any kind, which arises as a result of and/or is related to the Individual Contractor's performance of Assignments for Assignment Provider.

9.2 CCAB assumes that the Individual Contractor, when performing each Assignment on CCAB's behalf, works professionally and in accordance with applicable laws, instructions and any regulations. The Individual Contractor will furthermore carry out Assignments in a professional manner and with the quality that a Assignment Provider can reasonably expect from the Individual Contractor, taking into account agreements and commitments made, price and other circumstances.

- 9.3 In the event that Assignment Provider requests remedial measures from CCAB, CCAB has the right to choose to either carry out remedial measures itself at the Individual Contractor's expense or require the Individual Contractor to carry out and pay for such remedial measures.
- 9.4 If the fault claimed by Assignment Provider is covered by CCAB's liability insurance, CCAB has the right to decide that the remedy and other costs that may arise in connection therewith will be borne by CCAB's liability insurance, in which case any excess and increased insurance costs that CCAB may be affected by must be paid by the Individual Contractor.
- 9.5 The Individual Contractor is obliged to cooperate and assist CCAB and insurance companies in insurance investigations and similar.
- 9.6 As Assignment Provider is responsible for the Individual Contractor as for its own staff, it is Assignment Provider who is responsible for loss and damage that the Individual Contractor may cause to Assignment Provider or third parties within the scope of the Individual Contractor's performance of work for Assignment Provider. Alternatively, this can be covered by CCAB's liability insurance or the liability insurance that may have been specially taken out by the Individual Contractor. In cases where Assignment Provider is a consumer, CCAB's liability insurance applies.
- 9.7 CCAB is in no case liable for indirect damage. Indirect damage can for example be loss of profit, loss, or other consequential damage, including Assignment Provider's potential compensation obligations towards third parties or loss of information.
- 9.8 Liability for personal injury is regulated according to Swedish legislation.
- 9.9 Should liability for damages towards the Individual Contractor arise for CCAB, CCAB's liability is limited to 0.5 price base amount, but no more than CCAB's share of the Assignment's invoiced amount. In the case of Assignments on an ongoing basis, the invoiced amount is calculated on the price for the last twelve (12) months for the Assignment. If the price the Individual Contractor agreed with Assignment Provider is less than 0.5 price base amount, CCAB's maximum liability will instead be limited to an amount corresponding to 0.1 price base amount.
- 9.10 To the extent that damages, compensation or other liability should arise for CCAB in relation to third parties, in addition to what the parties have agreed upon under these terms and conditions, the Individual Contractor will be responsible for and indemnify CCAB.
- 9.11 The Individual Contractor undertakes to remain informed about and to follow the applicable legislation in their professional practice, as well as to assure on their honour and conscience that the information they provide about themselves, and their Assignments is correct.

## 10 SICK PAY

- 10.1 If the Individual Contractor becomes ill and is therefore unable to work, this must be notified to CCAB as soon as possible. This is done by the Individual Contractor emailing [sjukanmalan@coolcompany.com](mailto:sjukanmalan@coolcompany.com).

The Individual Contractor must at the same time or as soon as possible, in the same way as above, notify CCAB of when work is expected to be able to resume.

As a general rule, sick pay is not to be paid for time before CCAB received notice of the illness.

- 10.2 The Individual Contractor is entitled to sick pay according to law.
- 10.3 In order for the Individual Contractor to be entitled to sick pay, the following criteria must be met:
- 10.3.1 The Individual Contractor must meet the Social Insurance Agency's requirements.
  - 10.3.2 The Individual Contractor must have entered into an employment agreement with CCAB.
  - 10.3.3 An Assignment must be registered and approved by CCAB for the days the Individual Contractor is sick.
  - 10.3.4 CCAB has sent an invoice to Assignment Provider for the current Assignment.

- 10.4 An additional condition for sick pay is that the Individual Contractor submits a written declaration to CCAB
- 10.4.1 that the Individual Contractor person has been ill
  - 10.4.2 to what extent the ability to work has been reduced due to the illness and
  - 10.4.3 which days the Individual Contractor would have worked.

- 10.5 In the case of illness lasting longer than seven calendar days, the Individual Contractor, in order to be entitled to sick pay, must present a medical certificate from the eighth day of the sick pay period to CCAB that proves the illness from the eighth day. The medical certificate must prove the reduction in working capacity and the length of the sick period.

If CCAB requests it, the Individual Contractor must provide the corresponding above medical certificate from an earlier date.

CCAB has the right to appoint doctors.

Medical certificates can be sent by post to the following address:

Cool Company Scandinavia AB  
Tegnérgatan 2C, 113 58 Stockholm, Sweden

- 10.6 The Individual Contractor is entitled to sick pay from the first day of the employment period, but if the agreed period of employment is shorter than one month, the right to sick pay only begins if the Individual Contractor has taken up employment and has subsequently been employed for fourteen consecutive calendar days. (Days when the Individual Contractor was absent without a valid reason are not included.) When calculating the qualification period, previous employment under CCAB must be included, if the time between employment periods does not exceed fourteen calendar days.
- 10.7 The above also applies if the Individual Contractor becomes unable to work due to an accident or occupational injury and must refrain from work due to the risk of transmission of an infection that gives the right to compensation according to the Act on Compensation for Carriers of Infection.

## 11 **INSURANCE**

- 11.1 Throughout their employment with CCAB, the Individual Contractor will hold liability insurance, accident insurance (tfo) and group life insurance (tgl). It is the Individual Contractor's responsibility to check that sufficient and correct insurance is in place for the performance of a particular Assignment.
- 11.2 Furthermore, the Individual Contractor can, if so stated in the Specific-term Employment Agreement be covered by pension insurance taken out through CCAB (corresponding to 4.5% of salary) and occupational pension insurance including
- 11.2.1 Rehabilitation insurance with phone support
  - 11.2.2 Health insurance (requires an approved health test)
  - 11.2.3 Survivor's pension
  - 11.2.4 Premium waiver insurance, as well as
  - 11.2.5 Group life insurance
- 11.3 Additional insurance must be taken out in certain industries and for certain types of Assignments. CCAB provides these insurances at the Individual Contractor's cost. It is the Individual Contractor's responsibility to ensure any additional insurances before starting the Assignment.
- 11.4 If the Individual Contractor is covered by CCAB's pension insurance, only accumulated earned premiums of 1,000 SEK or more are reported monthly to the pension solution provider. Accumulated premiums below 1,000 SEK are carried over to the following month. At the end of the calendar year, any accumulated premiums below 1,000 SEK are totalled and treated as salary.

## 12 **UNEMPLOYMENT COMPENSATION**

12.1 Whether or not the Individual Contractor is entitled to unemployment compensation is not something that CCAB, or anyone else, can decide in advance. An assessment is made in each individual case. In this assessment, the Individual Contractor must meet the statutory requirements in order to be eligible for compensation.

## 13 **IMMATERIAL RIGHTS**

13.1 Ownership rights to all work results that the Individual Contractor performs in connection with Assignments belong to CCAB, unless otherwise required by mandatory law or otherwise agreed. CCAB transfers all work results to Assignment Provider. All copyright excluding immaterial rights, as well as other intangible rights to work results, will therefore become the property of Assignment Provider after the Assignment.

13.2 If the Individual Contractor uses their own software or other tools when performing Assignments for Assignment Provider, the right to such tools does not transfer to Assignment Provider.

13.3 The Individual Contractor is responsible for ensuring that work results are not exposed to intellectual property rights infringements and for ensuring that they do not illegally use other people's systems.

13.4 CCAB is not responsible for any infringements of intellectual property rights of the work results.

## 14 **PERSONAL DATA**

14.1 The Individual Contractor may not process Assignment Provider's personal data outside of their employment with CCAB. All processing of Assignment Provider's personal data must take place through an established account on CCAB's website. CCAB processes personal data in accordance with applicable legislation at any given time. For more information regarding CCAB's personal data processing see CCAB's Privacy Policy.

## 15 **CONFIDENTIALITY**

15.1 "Confidential Information" in the Agreement means any information, regardless of whether the information is provided in writing or orally and regardless of form, that the Individual Contractor receives from CCAB, Assignment Provider or any of CCAB's or Assignment Provider's representatives or owners, in connection with and for the purposes of an individual Assignment.

15.2 During an individual Assignment and for one year thereafter, the Individual Contractor undertakes not to disclose Confidential Information to any third party or use it for any other purpose than for the Collaboration. Confidential Information does not include information that:

15.2.1 at the time of disclosure is or later becomes available to the public otherwise than in violation of this Agreement;

15.2.2 is received by a third party who did not obtain the information through unauthorised disclosure;

15.2.3 the Individual Contractor can show is independently developed or known by the Individual Contractor previously (provided that the information does not include or is based on Confidential Information).

15.3 This confidentiality commitment does not prevent the Individual Contractor from providing such information that the Individual Contractor is obliged to disclose according to law, judgment or authority decision. If the Individual Contractor is or becomes required to provide such information, the Individual Contractor undertakes to notify CCAB as soon as possible, to the extent permitted by law. The Individual Contractor will use commercially reasonable efforts to ensure that information provided pursuant to this clause is, to the extent possible, treated confidentially by the recipient of the information.

15.4 If the Individual Contractor violates this confidentiality commitment, the Individual Contractor must pay SEK 50,000 for each violation to CCAB. Issuance of a fine does not deprive CCAB of its right to request damages corresponding to the actual damage.

## 16 **AGREEMENT TERM**

16.1 The agreement is valid for the duration of the employment agreement.

17 **NOTIFICATIONS**

17.1 All notifications under these general terms and conditions must be made through CCAB's portal, registered letter or e-mail to the parties' specified addresses.

17.2 Messages are deemed to have reached the recipient:

17.2.1 if sent by registered letter: two days after delivery for postal forwarding; and

17.2.2 if sent by email: at the time of sending if receipt is duly confirmed.

18 **OTHER**

18.1 CCAB reserves the right to change the above text and agreement without prior notice.

18.2 The Individual Contractor never has the right to use CCAB's company details when purchasing goods and/or services unless written consent is given in each case, nor the right to use CCAB's company details when submitting a quote or enter into an agreement in CCAB's name and/or on CCAB's behalf or otherwise take any legally binding action beyond what CCAB's system allows according to coolcompany.com.

18.3 Equipment that the Individual Contractor may have received from Assignment Provider for the execution of the Assignment must have been returned at the latest in connection with the termination of the Assignment, or any earlier date specified by Assignment Provider. The Individual Contractor must return all business documents of any kind, such as company papers, correspondence, reports, summaries and registers.

18.4 The Individual Contractor also assures by entering into an agreement with CCAB that they do not have a commercial activity ban, is fully healthy and able to work, and they declare on their honour and conscience that the information provided about them as a person and for the Assignments they are to perform is correct.