

CLAUSES

1. ACCEPTANCE OF FBSA CHARTER ETC.

The Contractor undertakes to accept [the Charter for Foreningen for Byggeriets Samfundsansvar (The Danish Association for Responsible Construction), the UN Global Compact or the like], or to observe the principles therein in connection with the performance of the contract. Upon the contracting entity's request, the Contractor shall within 10 days provide documentation of fulfilment of this obligation.

2. LIABILITY OF SUBCONTRACTORS

The Contractor is obligated to state name, contact details and legal representative of any subcontractors used in connection with the performance of the contract as soon as this information is available to the Contractor. This applies to all subcontractors throughout the contract term.

The Contractor holds the same responsibility under the contract, irrespectively of whether the performance is undertaken by the Contractor itself or by a subcontractor, unless provided by the individual provisions of the contract.

The Contractor must ensure that any subcontractors and their subcontractors comply with any social clauses in the contract when performing the contract. If, in connection with a contract provision herein, the Contractor is obligated to document or state that a given claim has been met, that obligation will also include the Contractor's documentation of and statement regarding the subcontractor's affairs.

If the subcontractor and any subcontractors fail to perform this contract, the Contracting Entity may sanction the non-performance vis-à-vis the Contractor as if it was the Contractor itself that failed to perform the contract, unless otherwise provided by the individual provisions of the contract. The above also applies to the Contractor's subcontractors and any of their subcontractors.

3. APPRENTICE CLAUSE

1. The Contractor shall ensure that at least [X full-time position] used for performing the contract, see below, is manned with apprentices.
2. Apprentices are employees with whom the Contractor or any subcontractors enter or have entered into an employee training agreement. The employee training agreement must be entered into as part of a training process to be completed by the apprentice and must be aimed at obtaining personal, social and professional qualifications which support the training process and provide a basis for employment on the labour market.
3. Training processes under Consolidation Act no. 738 of 20 June 2016 on training schemes etc. and under Consolidation Act no. 1077 of 8 July 2016 on vocational training are considered to meet the above requirements for training processes.
4. The Contractor may enter into agreements on training processes under other corresponding training schemes in the EU, including with apprentices from other EU Member States, which meet the above requirements for a training process.
5. The Contractor may fulfil the obligation to employ apprentices according to clause 1

above by transferring persons to the tendered contract who are employed with the Contractor at the time of the formation of the contract.

Side 2

6. If the Contractor is unable to employ apprentices on its own, he may contact a relevant vocational school or similar and ask to have apprentices provided under Consolidation Act no. 738 of 20 June 2016 on basic vocational education and training etc. and under Consolidation Act no. 1077 of 8 July 2016 on vocational training, which is considered to meet the above requirements for training processes.

7. If the Contractor can prove that it has not been possible to enter into training agreements to fill working hours with apprentices, the term will no longer apply.

8. The Contractor shall prepare and forward an apprentice plan explaining how the apprentice clause is expected to be observed. It must appear from the plan how many working hours will be performed by apprentices, which types of apprentices are expected to be employed, and in which periods the apprentices will be employed. For this purpose, the template prepared by the Contracting Entity must be used, see appendix [X]. In case of changes in the apprentice plan, including if working hours according to the apprentice plan cannot be filled with apprentices, the Contractor is obligated to notify the Contracting Entity about the expected changes as soon as possible. The notification will not relieve the Contractor of the obligation stated in clause 1 above.

9. The apprentice plan must be a fixed item at meetings between the Contractor and the Contracting Entity in the term of the contract. In addition, the Contracting Entity may ask the Contractor to participate in a meeting to discuss the current status of the Contractor's fulfilment of the obligation under the apprentice clause.

10. When the work has been finalised, the Contractor shall document at the request of the Contracting Entity within a time limit of 10 days that the requirement under clause 1 has been met. The Contracting Entity may demand that the Contractor documents compliance with a specifically agreed implementation of the requirements in the present apprentice clause. In addition, in the term of the contract, the Contracting Entity may demand at site meetings that the Contractor explain how the requirement under clause 1 will be met during the term of the contract.

11. In case of disagreement as to whether the Contractor's failure to fill working hours with apprentices is justified, the Contracting Entity may demand an elaborating statement from the Contractor. If the Contracting Entity still finds the Contractor's conduct unjustified, the Contracting Entity may notify the Contractor, accordingly, stating that a failure to fill working hours with apprentices will constitute a breach of the contract. The same applies if the Contractor does not fulfil the obligation to prove that the employment requirement with apprentices has been met. In case of a continued breach by the Contractor, the Contracting Entity is entitled on demand to claim a penalty of DKK [5,000] per apprentice per week until the Contractor has proved that the employment requirement with apprentices has been met.

4. LABOUR CLAUSE

- (1) The Contractor shall ensure that employees with the Contractor and any subcontractors who contribute in Denmark to the performance of the contract are ensured pay (including special payments), working hours and other employment

conditions which are not less favourable than those applicable to work of the same nature under a collective agreement entered into by the most representative labour market parties in Denmark within the industrial area in question, and which apply to the entire Danish area.

Side 3

The Contractor shall ensure that employees with the Contractor and any subcontractors will inform the employees about the applicable employment conditions.

- (2) The Contracting Entity may at any time request relevant documentation of pay and working conditions for the employees living up to the obligation laid down by the labour clause. The Contracting Entity may demand that the Contractor provide documentation of the specific implementation of the requirements of the labour clause.

The Contracting Entity may demand that the Contractor - on written demand - provide relevant documentation within 10 working days of both its own and any subcontractors' employees such as pay slips and time sheets, payroll accounts and employment contracts or extracts per employee from E-income (E-indkomst), with a survey of the A tax paid by the Contractor for the employees in question. As regards whose information is reported to tax authorities in other countries, similar information must be provided. The Contracting Entity may seek advice from relevant employer and/or employee organisations for the purpose of assessing whether the Contractor has observed the clause.

The material must be forwarded in consideration of the legislation in force at all time, including personal data legislation, and may be depersonalised to the extent it is still possible to carry out the necessary control. Where it is necessary to forward non-depersonalised documentation, the Contractor shall ensure that the required consent from the individual employee, cf. current personal data legislation, has been given to the above-mentioned disclosure of information on pay and working conditions, in such a way that the time-limit of 10 days may be observed.

- (3) If the Contractor fails to fulfil its obligations under the labour clause, the Contracting Entity may withhold and receive remuneration with a view to ensuring the employees' pay and employment conditions under subclause 1 of this clause. The amount withheld and set off by the Contractor may also include reasonable costs for calculating, verifying and paying compensation to the employees if the matter fails to be resolved in the industrial system.

If the Contractor or the subcontractor is party to a collective agreement corresponding to the obligation in subclause 1 and fails to fulfil the obligations under that collective agreement when performing this contract, and has failed to pay an imposed penalty by other means, any withheld remuneration may also be used for providing for claims for violation of the collective agreement established by an industrial ruling or settlement.

The Contractor may also be ordered to pay a daily penalty of DKK [3,000] per day to the Contracting Entity if subclause 1 and/or subclause 2 of the labour clause is not met. In case of repeated violations of subclause 1 and/or subclause 2, a daily penalty of DKK [10,000] per day must be paid to the Contracting Entity.

(subclause 4 may only be added to the labour clause if the contracting entity wishes that the chain liability may only be enforced vis-à-vis suppliers who have failed to exercise due care).

Side 4

- (4) If the Contractor and any subcontractors fail to perform this clause, the Contracting Entity may sanction the non-performance vis-à-vis the Contractor as if it were the Contractor itself that failed to perform the contract. If the Contractor has exercised due care, any sanction under subclause 3 which is based on a subcontractor's violation of this clause will cease to apply.

The following matters are examples of elements which, based on a specific assessment, may be included in the Contracting Entity's assessment of whether the Contractor has exercised due care:

- a) The Contractor has established the necessary systems and measures for effectively verifying that this clause is observed by subcontractors;
- b) The subcontractor is member of an employer organisation and fulfils the obligations involved;
- c) Verifying whether employees posted by subcontractors appear from the list of service providers, having previously resulted in payments from the Danish Labour Market Fund for Posted Workers;
- d) Verifying whether subcontractors are registered correctly with the Register of Foreign Service Providers (RUT).

5. ANTI-CORRUPTION AND IMPARTIALITY

When performing the contract, the Contractor shall refrain from bribery or any other wrongful influence on government employees, courts and/or private parties. The Contractor further undertakes to notify the Contracting Entity immediately and loyally about all matters and relations that may give rise to or appear to be a conflict of interest with the Contracting Entity.