

GENERAL TERMS AND CONDITIONS

RECRUITMENT AGREEMENT

ABRE-10
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1. SCOPE

- 1.1 These terms and conditions apply to recruitment assignments carried out by the supplier (“**Supplier**”) for the client company (“**Client**”) unless otherwise expressly agreed.
- 1.2 By “recruitment assignment” is meant an assignment whereby the Client, intending to employ one or more persons (“**Candidate(s)**”) engages the Supplier to select and present Candidates to the Client (“**Assignment**”). The Assignment does not include the provision of information about Candidates who have not been presented to the Client by the Supplier.

2. AGREEMENT AS TO THE INDIVIDUAL ASSIGNMENT

- 2.1 An Assignment is to be confirmed by means of an Assignment Confirmation, jointly signed by the Supplier and the Client, in which the contents of the assignment are specified. The terms and conditions detailed in the Assignment Confirmation and in ABRE-10 are applicable to the Assignment, except where otherwise specifically agreed or obvious.
- 2.2 The Assignment Confirmation is to be specific regarding the nature, scope, rate, type of remuneration, invoicing method and duration of the Assignment. In the light of the Client’s requirement specification, the Assignment Confirmation in addition is to include the agreed criteria relating to the Candidate. The Assignment Confirmation applies with exclusive rights to the Assignment except where otherwise agreed.
- 2.3 In the event of any discrepancy between the Assignment Confirmation and these General Terms and Conditions ABRE-10, the Assignment Confirmation has precedence.
- 2.4 In the event of an agreement to change the Assignment, a new Agreement Confirmation is to be signed in accordance with section 2.1.

3. THE PERFORMANCE OF THE ASSIGNMENT

- 3.1 The Assignment is to be carried out with care and generally in a professional manner.
- 3.2 The Client is to give the Supplier access to the premises, the information and the documentation required for the performance of the Assignment.

4. REMUNERATION

- 4.1 Remuneration for the Assignment is to be stated in the Assignment Confirmation. The Supplier’s remuneration consists of an hourly fee on account or an agreed price.

- 4.2 Regardless of whether the Assignment is invoiced on account or at an agreed price, the Supplier is entitled to invoice a start-up fee when the agreement is entered into.

- 4.3 If, within twelve (12) months of completion of the Assignment, the Client decides to employ more persons than agreed from among the Candidates submitted by the Supplier, the Supplier is entitled to reasonable remuneration from the Client for each such employment.

- 4.4 Value added tax is to be added to the Supplier’s remuneration.

5. CURRENT ACCOUNT

- 5.1 Except where agreed otherwise, the Assignment is performed on account in accordance with the Supplier’s then current price list.
- 5.2 The Client is obliged to compensate the Supplier for outlays, travel, accommodation, and per diem costs that are necessary for the performance of the Assignment.

6. AGREED PRICE

- 6.1 By “agreed price” is meant the remuneration that is to be paid regardless of the time devoted by the Supplier to the performance of the Assignment. Prices under the Assignment Confirmation that depend on a definite but indeterminate factor at the time the agreement is entered into, e.g. the salary of the person recruited, are to be deemed to be included in the agreed price. In the event the parties reach an agreement to change the Assignment, the price is to be changed.

7. PAYMENT

- 7.1 In the event the Assignment is to be performed at an agreed price, invoices are to be issued in accordance with the agreed payment plan as stated in the Assignment Confirmation.
- 7.2 Payment is to be made against invoice. In the event of payment after the due date, interest on overdue payment becomes payable pursuant to the Swedish Interest Act.
- 7.3 In the event the Client fails to pay on time, the Supplier is also entitled, after giving written notice thereof, to discontinue the Assignment until payment has been made. In the event the Client’s payment is more than 30 days late after the Supplier has requested payment, the Supplier may give written notice of advance cancellation of the agreement in its entirety. In the event

the Supplier terminates the agreement in advance, the Supplier is entitled to damages.

- 7.4 In the event the Client discontinues the Assignment prior to completion and the discontinuation is not due to breach of contract by the Supplier, the Supplier is entitled to compensation for time spent and costs incurred. The start-up fee is not refundable. An Assignment is deemed to have been discontinued in the event the Client makes significant changes to the Candidate's profile requirements during the selection process.

8. NOTICE OF DEFAULT

- 8.1 The Client is to promptly inform the Supplier in writing of any defaults or deficiencies attributable to the Supplier's responsibility for the Assignment. Notice of any defaults or deficiencies discovered by the Client after the completion or termination of the Assignment is to be submitted in writing no later than thirty (30) calendar days after the completion of the Assignment. The Assignment is deemed to be completed when an employment contract has been signed or the Assignment otherwise is deemed terminated.
- 8.2 The notice of default is to contain precise information on the nature and extent of the default or deficiency.
- 8.3 The Client's right to damages or price reductions is forfeit in the event the Client does not submit a notice of default within the prescribed time and in the prescribed manner.
- 8.4 After receiving a notice of default or criticism, the Supplier is to be afforded the opportunity to rectify the defects or deficiencies within a reasonable period of time by a new recruitment, before the Client submits a claim for compensation.
- 8.5 Claims for damages as against the Supplier are always to be preceded by a notice of default in order to be valid, and are to be submitted by the Client in writing without undue delay and in any case no later than three (3) months from the completion of the Assignment to which the claim relates.

9. LIABILITY

- 9.1 Subject to the limitations specified below, the Supplier is liable to the Client for damages suffered by the Client caused by the negligence of the Supplier. The liability to pay damages does not in any case include liability for subsequent or consequential damages such as lost profits, losses or reductions in turnover. The Supplier's liability per Assignment is limited to a maximum of 10 times the price base amount applicable according to the National Insurance Act (1962:381)* when the agreement was entered into.
- 9.2 The Supplier is in no way liable for damages caused by the Client providing faulty instructions or inadequate documentation or by the Client not cooperating with the performance of the Assignment.

- 9.3 The Supplier is to obtain liability insurance with an insured amount corresponding to the amounts of liability stated above in section 9. At the request of the Client, the Supplier is to evidence the existence of such insurance.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Agreement as to an assignment between the parties does not entail that ownership of material or intellectual property rights attributable to the respective party's recruitment processes are transferred to the other party.

11. PERSONAL DATA

- 11.1 The Supplier is to ensure that the Candidate has given his/her consent to the processing of personal data by the Client, in accordance with the Personal Data Act (1998:204), that may be considered necessary in connection with the Assignment. The Client is the data controller with respect to this information.
- 11.2 In the event the Assignment entails that the Client's own recruitment process is invoked and information is to be transferred to the Supplier, the Client is to ensure that the Candidate has given his/her consent to the processing of personal data by the Supplier, in accordance with the Personal Data Act (1998:204), as may be considered necessary in connection with the Assignment. The Supplier is the data controller with respect to this information.

12. CONFIDENTIALITY

- 12.1 The Supplier and the Client undertake to keep confidential the contents of the agreement and other information relating to the content of the Assignment, such as prices, resumes, candidate profiles and the other party's recruitment process. The parties are to ensure that only employees and subcontractors that need confidential information for the performance of the Assignment receive such information, and that any employees or subcontractors that come into contact with such information are bound to follow the confidentiality that stems from these terms and conditions.
- 12.2 Neither party has any obligation to observe confidentiality regarding such information as:
- a) is in the public domain at the time of the confirmation of the Assignment;
 - b) is known to either party before the other party has disclosed it; or
 - c) a party is obliged to disclose by law or other statutory regulation.
- 12.3 Sections 12.1 and 12.2 are to remain in effect after the expiry of the agreement.

13. AGREEMENT PERIOD

- 13.1 This agreement comes into effect on the date of the Assignment Confirmation in accordance with section 2.1 and is valid for the time period specified in the Assignment Confirmation.

* In 2011 replaced by the Social Insurance Code (2010:110).

14. PREMATURE TERMINATION OF AGREEMENT

14.1 Either party is entitled to terminate the agreement with immediate effect by giving notice in writing to the other party in the event:

a) the other party commits a material breach of this agreement and has not rectified such within thirty (30) days after being sent a written request to do so; or

b) the other party enters into bankruptcy, debt restructuring, liquidation or otherwise can be deemed to have become insolvent, or in the event the other party becomes subject to a trade ban and the same party does not immediately upon request provide adequate security for his/her commitments; or

c) in the event one party transfers the agreement to a third party without the consent of the other party.

14.2 The agreement can be terminated prematurely pursuant to section 7.3.

15. FORCE MAJEURE

15.1 Either party may discontinue or postpone the Assignment on account of events occurring that the party could not reasonably have been able to foresee and which obstruct or unreasonably increase the price for the performance of the Assignment. Neither party is liable for any loss or delay that is due to such events, Swedish or foreign legal enactments or decisions of authorities, acts of violence or the risk thereof, acts of nature, sudden harmful events, epidemics, labour disputes or other unforeseeable circumstances. The Supplier is equally not liable for cancellation or postponement of the Assignment or for any loss or delay caused by the herein listed circumstances as affecting its sub-contractors. The reservation relating to labour disputes applies even if the party is itself the object of or takes such industrial action.

15.2 Either party is to inform the other party as soon as possible after an event in accordance with section 15.1 is deemed to exist. In the event the Assignment is still postponed after three (3) months, it is to be terminated, except when the parties have agreed otherwise. In the event the Assignment is terminated, the Supplier is entitled to compensation for work completed to that date and costs incurred.

16. NOTIFICATIONS

16.1 All notifications pursuant to this agreement are to be made by courier, registered mail, telefax or email to the addresses decided by the parties in the Assignment Confirmation.

16.2 A notification is deemed to have reached the recipient:

a) if delivered by courier: at the time of delivery,

b) if sent by registered mail: two days after submission of the mail,

c) if sent by telefax: when sent if receipt is duly confirmed,

d) if sent by email: when sent if receipt is duly confirmed.

16.3 Changes in address are to be notified to parties in the manner prescribed in this provision.

17. DISPUTES

17.1 Subject to the exceptions stated below, disputes regarding the interpretation and application of the agreement regarding the Assignment and therewith related legal circumstances are to be referred to settlement by arbitration according to the Swedish arbitration law in effect at the time.

17.2 In the event the value claimed does not clearly exceed 25 times the price base amount as stipulated by the National Insurance Act (1962: 381)* in effect at the time when arbitration is invoked, and the parties do not agree otherwise, the arbitration board is to consist of one arbitrator.

17.3 However, in the case of undisputed overdue monetary claims, the Supplier is always entitled to submit claims to a public court.

17.4 Except when the parties have specifically agreed otherwise, substantive Swedish law is applicable to this contract.

* In 2011 replaced by the Social Insurance Code (2010:110).