

GENERAL TERMS AND CONDITIONS

STAFFING SERVICES AGREEMENT

ABPU-10
 Published by The Swedish Staffing Agencies 2010

1. SCOPE

- 1.1 These terms and conditions are applicable to the provision of staffing services by a staffing agency (hereinafter referred to as the “**Supplier**”) to a client company (hereinafter referred to as the “**Client**”).
- 1.2 The “provision of staffing services” comprises a commercial and legal relationship between the Supplier and the Client whereby the Supplier is remunerated for placing the Supplier’s own employees or employees from a sub-contractor (“**Placed Personnel**”) at the disposal of the Client to carry out work related to the Client’s operations under the control and management of the Client. By “**Assignment**” is meant the selection process as to Placed Personnel occurring when personnel are placed in accordance with section 2.2 and thereafter the provision of the Placed Personnel.

2. AGREEMENT AS TO THE INDIVIDUAL ASSIGNMENT

- 2.1 The Client is to provide necessary and correct information about the work tasks that are to be performed under the individual Assignment, including the length of the assignment, working hours, applicable collective agreements, other applicable local agreements and other circumstances specific to the work that is to be performed. The Supplier is to be promptly informed of any changes in such circumstances. The Client is also to specify the qualifications necessary for any Placed Personnel such as training, skills or other experience and factors that should be considered with respect to the performance of work and its safety.
- 2.2 On the basis of the information as received from the Client and agreed criteria in accordance with section 2.3, the Supplier is responsible for proposing candidates as Placed Personnel. The Supplier is to explain and inform the Client as to which of the Client’s stated criteria the candidate satisfies and whether there are any significant factors of which the Client should be informed and of which the Supplier is aware.
- 2.3 The Supplier is to confirm the Assignment by a written Assignment Confirmation, in which the nature, price, agreed upon requirements and duration of the Assignment are specified.
- 2.4 The terms specified in the Assignment Confirmation and in these General Terms and Conditions ABPU-10 are applicable to the Assignment unless otherwise obvious.

- 2.5 In the event of any discrepancy between the Assignment Confirmation and these General Terms and Conditions ABPU-10, the Assignment Confirmation has precedence.
- 2.6 In the event the Client does not approve the Assignment Confirmation, it is incumbent on the Client to notify the Supplier thereof no later than five (5) calendar days after receiving the Assignment Confirmation. In the event such notification does not take place, an agreement is considered to have come into effect in accordance with the content of the Assignment Confirmation and these General Terms and Conditions ABPU-10.
- 2.7 In the event of an agreement to change the Assignment, a new confirmation is to be sent in accordance with section 2.3.
- 2.8 In the event the provision of staff gives rise to a need for negotiations according to law or collective agreement, the responsibility for this rests with the Client.

3. PRICE

- 3.1 The price for the Assignment is to be stated in the Assignment Confirmation. Any VAT is to be added to the price as well as to any changes in price as governed below.
- 3.2 In the event the Supplier’s labour costs increase due to amendments to collective agreements or legislation, or to changes in taxation or employer social security contributions, as well as due to any other charges, the Supplier is entitled to adjust the price accordingly with retroactive effect from the date of the change.
- 3.3 With respect to Assignments whereby the Supplier is to pay Placed Personnel according to the Client’s wage structure, the Client is responsible for ensuring that the Supplier receives correct information about the Client’s average wages for comparable employee groups. The Client is responsible in the event the information on average wages is incorrect and is to compensate the Supplier for any damages related thereto. The Client in addition is to compensate the Supplier for any changes in average wages for comparable groups, including retroactive changes. The Client is to inform the Supplier of any applicable collective agreements, amendments to such and, upon request, provide the Supplier with a copy of any applicable collective agreement.

3.4 In addition to the agreed price, the Client is liable to compensate the Supplier for such pay supplements as compensation for overtime work, reduction of working hours, inconvenient working hours and shift work to which the Placed Personnel may be entitled to according to collective agreements or other equivalent regulations. Compensation to the Supplier is to be paid in the form of a percentage mark-up on the price corresponding to a percentage mark-up on the Placed Personnel's pay as represented by the pay supplement.

3.5 The Client is to compensate the Supplier for per diem, accommodations and other reimbursements of costs in respect of Placed Personnel attributable to the Assignment.

4. THE PERFORMANCE OF THE ASSIGNMENT

4.1 The Supplier is to carry out the selection process and have the selected Placed Personnel available during the period agreed between the parties.

4.2 The Supplier is entitled, after consultation with the Client, to replace Placed Personnel.

4.3 In the event of an unplanned absence of Placed Personnel, e.g. sickness, the Supplier is entitled, insofar as qualified personnel are available, to provide a suitable replacement as soon as possible. The Supplier is not liable for any loss or damage, including any delay in the work, the Client may be caused by such unplanned absence.

5. SUPERVISION

5.1 The Client is responsible for the supervision of Placed Personnel, the control and follow-up of the placed person's work and is to give any necessary instructions, information as well as to provide any workplace and requisite equipment needed for the Placed Personnel's work tasks.

5.2 The Client undertakes to treat the Placed Personnel fairly and equally in relation to its own employees and in accordance with law and good practices on the labour market.

6. WORK ENVIRONMENT

6.1 It is incumbent on the Client to observe Chapter 3 section 12 of the Work Environment Act by informing Placed Personnel at the Client's establishment about the laws and regulations as well as its own internal instructions and procedures relating to the Client's operations. The Client is also to take any other necessary precautions to prevent the Placed Personnel from being subjected to ill-health or accident. Except when specifically agreed otherwise, it is incumbent on the Client to provide safety equipment.

6.2 The Supplier and the Supplier's safety representative are entitled to visit the Client at any time during the Assignment to check whether the work environment is acceptable for the Placed Personnel. In the event the Supplier finds that the work environment cannot be regarded as acceptable, the Supplier, after consultation with the Client's safety representative, is entitled to withdraw the Placed Personnel, in which case the

Assignment is to be terminated immediately, except where otherwise agreed. The Client is to compensate the Supplier for its expenses in respect of such termination in the event the work environment is obviously not acceptable. Compensation is to be paid for the remaining duration of the Assignment, subject to a maximum amount corresponding to six (6) months' compensation for the Assignment. It is incumbent on the Supplier to try to secure other work for the Placed Personnel during the period in question.

6.3 Without undue delay, the Client is to provide the Supplier with information about accidents, incidents etc., in accordance with law.

6.4 The Placed Personnel are to follow the working hours that apply to the Client's comparable personnel. The Client is to ensure that any overtime is approved in advance by the Supplier in view of the responsibility the Supplier has by law or collective agreement for the Placed Personnel's overtime.

7. NOTICE OF DEFAULT

7.1 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 seven (7) calendar days after the completion of the Assignment. The notice of default is to contain precise information on the nature and extent of the default or deficiency.

7.2 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.

7.3 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 replacing the Placed Personnel about whom the notice of default has been made, before the Client submits a claim for damages or a price reduction. That which is deemed a reasonable period of time is to be determined with regard to the nature and extent of the defects or deficiencies and the possibility of providing replacement personnel.

7.4 Claims for damages or a price reduction 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.

7.5 Serious complaints about Placed Personnel are to be submitted by the Client directly to the Supplier and not to the Placed Personnel concerned nor to any other personnel placed.

8. LIABILITY

- 8.1 The Supplier's liability is limited to negligence in the selection process for the Assignment.
- 8.2 The Client has the same responsibility for Placed Personnel as for its own personnel. *The Client is therefore liable for defects and damages that Placed Personnel may cause the Client or a third party within the framework for the Placed Personnel's performance of work for the Client.*
- 8.3 The Supplier is not liable in any circumstances for consequential damages such as, e.g., lost profits, losses, or other consequential damages, including the Client's liability to pay damages to third parties or loss of information.
- 8.4 Liability for personal injuries is governed by Swedish law.
- 8.5 The Client should obtain and maintain adequate insurance for its business, including such insurance as relates to Placed Personnel and their work for the Client. In this respect, Placed Personnel are to be considered equal to the Client's own employees. The Supplier, and/or its sub-contractors, however, do have employer liability for Placed Personnel, which means that the Supplier, or its sub-contractor, pays their salary, social security, occupational injury insurance and pensions. Pursuant to section 8.2, the Supplier is consequently not liable for damage:
- a) to the Client's motor vehicles or for subsequent damages to such damage,
 - b) to goods transported on the Client's own or hired motor vehicles,
 - c) covered by the Motor Traffic Damage Act or equivalent, or corresponding foreign law,
 - d) occurring as a result of motor vehicle traffic when used in an enclosed competition area,
 - e) by aircraft nor the liability that may be attributed to the insured in its capacity as flight responsible,
 - f) as a result of a collision by ship or by the towed objects, or,
 - g) that is defined as a medical/healthcare patient injury by law.
- 8.6 In the event the Supplier should become liable to pay damages, the Supplier's liability is limited to a total of 25 price base amounts, but no more than the price of the Assignment. In the event of an Assignment on an open account basis, the price of the Assignment will be the price for the past twelve (12) months of the Assignment. In the event the price agreed for the Assignment is less than one price base amount, the Supplier's maximum liability is instead to be limited to an amount equivalent to one price base amount. "Price

base amount" is defined as the price base amount pursuant to the National Insurance Act (1962: 381)* at the time the loss was incurred.

- 8.7 The Supplier is to obtain liability insurance with an insured amount corresponding to the amounts of liability stated above in section 8. At the request of the Client, the Supplier is to evidence the existence of such insurance.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Supplier is to ensure, by means of an agreement with the Placed Personnel, that ownership of all material and the result of the Placed Personnel's work arising out of the Assignment (**Result**) accrues to the Client, except where mandatory law prescribes otherwise. All copyright, exclusive of droit moral and other intangible rights to the Result, are therefore to constitute the Client's property. The Client is to pay the Supplier that which the Supplier may be liable to pay the Placed Personnel for transfer of such intellectual property rights by law or collective agreement. In the case of an invention, the Client may step in as the holder of the rights to the invention solely on the basis of applicable law or relevant collective agreement. In the event Placed Personnel bring along and use software or other tools when carrying out work for the Client, the right to such tools is not transferred to the Client.
- 9.2 The Supplier is not liable for the infringement of any intellectual property rights by the Result or for the Placed Personnel's unlawful use of other party's systems.

10. PERSONAL DATA

- 10.1 The Supplier is to ensure that the Placed Personnel have given their 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.
- 10.2 In the event Placed Personnel process personal data when working for the Client, the Supplier is not the data processor with respect to such processing.

11. CONFIDENTIALITY

- 11.1 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 the selection process and prices.
- 11.2 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.

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

11.3 Sections 11.1 and 11.2 are to remain in effect after the expiry of the agreement.

11.4 The Supplier is to ensure that Placed Personnel are bound by a confidentiality agreement, to the effect that the latter have a duty not to disclose any circumstances relating to the Client. This confidentiality obligation does not apply in respect to such information as named in section 11.2.

12. AGREEMENT PERIOD

12.1 This agreement comes into effect on the date of the Assignment Confirmation in accordance with section 2.3 and is valid for the time period specified in the Assignment Confirmation.

13. PREMATURE TERMINATION OF AGREEMENT

13.1 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.

13.2 The Supplier is entitled to terminate the agreement immediately in the event the Client insists that the Placed Personnel are to disregard the requirements of sound business practices or good practices on the labour market. The same applies in the event the Placed Personnel are subjected to discrimination based on race, sex, sexual orientation or other forms of discrimination in violation of applicable law or in cases where the Client requires the Placed Personnel to participate in such discrimination. The Supplier is also to be entitled to terminate the agreement with immediate effect under conditions pursuant to section 6.2.

14. FORCE MAJEURE

14.1 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 post-

ponement 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.

14.2 Either party is to inform the other party as soon as possible after an event in accordance with section 14.1 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.

15. NOTIFICATIONS

15.1 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.

15.2 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.

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

16. DISPUTES

16.1 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.

16.2 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.

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

16.4 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).