

RECRUITMENT FRAMEWORK AGREEMENT GENERAL TERMS AND CONDITIONS

ABRE – 10

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1 SCOPE

- 1.1 The general terms and conditions in this Framework Agreement are applicable with respect to recruitment assignments that the supplier (“**Supplier**”) performs on behalf of a Client company (“**Client**”) unless otherwise expressly agreed.
- 1.2 By recruitment assignment is meant those assignments whereby the Client intends to employ one or several individuals (“**Candidate(s)**”) from those the Client has commissioned the Supplier to select and present to the Client (“**Assignment(s)**”). Disclosing information as to Candidates not presented by the Supplier to the Client is not part of the Assignment.

2 AGREEMENTS CONCERNING THE INDIVIDUAL RECRUITMENT ASSIGNMENTS

- 2.1 An assignment is confirmed through an Assignment Confirmation jointly signed by the Supplier and Client specifying the content of the Assignment. Those general terms and conditions contained in the Assignment Confirmation and this Framework Agreement ABRE-10 are applicable to the Assignment except where otherwise specifically agreed or obvious.
- 2.2 The Assignment Confirmation is to specify the Assignment’s nature, scope, price, type of remuneration, invoicing method and duration. Against the background of the Client’s stated requirements, the Assignment Confirmation is to also include the agreed requirements as to the Candidate(s). The agreement is exclusive unless otherwise agreed.
- 2.3 In the event of any discrepancy between the Assignment Confirmation and these General Terms and Conditions contained in ABRE-10, the Assignment Confirmation has precedence.
- 2.4 Upon agreement as to changes in the assignment, a new Assignment Confirmation is to be signed according to subsection 2.1.

3 PERFORMANCE OF THE ASSIGNMENT

- 3.1 The Assignment is to be performed with care and generally in a professional manner.
- 3.2 The Client is to give the Supplier access to premises, information and any background documentation necessary to the execution of the Assignment.

4 REMUNERATION

- 4.1 Remuneration for the Assignment is to be specified in the Assignment Confirmation. The Supplier’s remuneration is either by an hourly fee on account or an agreed price.
- 4.2 Regardless of whether the invoicing of the assignment is on account or at an agreed price, the Supplier has the right upon the execution of the agreement to invoice a start-up fee.
- 4.3 In the event the Client within twelve (12) months from the completion of the Assignment chooses to employ additional individuals from the Candidates presented by the Supplier in excess of the number agreed upon, the Supplier has the right to reasonable remuneration from the Client for each such employment.
- 4.4 Value added tax will be based on the Supplier’s remuneration.

5 CURRENT ACCOUNT

- 5.1 Unless otherwise agreed, the Assignment is to be performed on an hourly basis on account in accordance with the Supplier’s then current valid price list.
- 5.2 The Client is to reimburse the Supplier for expenses, travel, accommodations and per diem costs that are necessary for the performance of the Assignment.

6 AGREED PRICE

- 6.1 By “agreed price” is meant that fee which is to be paid regardless of the time spent by the Supplier in the performance of the Assignment. Prices that in accordance with the Assignment Confirmation are dependent upon a pre-determined, but at the date of the execution of the Assignment Confirmation, indeterminate factors, such as the salary of the recruited candidate, are to be deemed included in the agreed price. In the event the parties enter into an agreement as to a modification of 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, invoicing is to occur according to an agreed payment plan as stated in the Assignment Confirmation.
- 7.2 Payment is to be made against invoice. Payments made after the due date will incur late penalty interest according to the Swedish Interest Act.
- 7.3 In the event the Client fails to make payment by the due date, the Supplier also has the right, after a written payment reminder to the Client, to discontinue performance of the Assignment until payment has been made. If the Client is late by more than 30 days after the Supplier has reminded the Client to pay, the Supplier may, through written notification, terminate the agreement in its entirety immediately. Where the Supplier terminates the agreement immediately, the Supplier has the right to damages.
- 7.4 In the event the Client terminates the Assignment before its completion and the termination does not depend on a breach of contract by the Supplier, the Supplier has the right to compensation for time spent and costs incurred. The start-up fee is not refunded. The Assignment is deemed terminated in the event the Client significantly changes the Candidate’s profile requirements during the selection process.

8 NOTICE OF DEFAULT

- 8.1 The Client is to immediately notify the Supplier in writing as to any defaults or deficiencies with respect to the performance of the Assignment. Defaults or deficiencies detected by the Client after the completion or termination of the Assignment are to be notified in writing at the latest within thirty (30) calendar days after the Assignment is completed. The Assignment is deemed to be completed when the employment agreement is signed or the Assignment is otherwise deemed terminated.
- 8.2 The notice of default is to contain precise information as to the nature and extent of the default or deficiency.

- 8.3 The Client's right to damages or price reduction is forfeited in the event the Client fails to give notice of default within the prescribed time and in the prescribed manner.
- 8.4 After notice of default or other complaint, the Supplier is to be given the opportunity within a reasonable period of time to remedy the default or deficiency through a new recruitment, before the Client can claim compensation.
- 8.5 In order to have the right to compensation, any claim for damages against the Supplier is to be preceded by a notice of default and is to be submitted in writing by the Client without unreasonable delay, however, at the latest within three (3) months from the completion of the Assignment under which the claim arises.

9 LIABILITY

- 9.1 The Supplier is liable to the Client for damages suffered by the Client due to the negligence of the Supplier subject to the limitations specified below. This damage liability does not in any way include liability for incidental or consequential damages such as, for example, lost profits or losses or reductions in turnover. The Supplier's liability per assignment is limited to the price of the Assignment, however, with a maximum of 10 times the price base amount applicable at the time of the execution of the agreement according to the Swedish Social Insurance Code (2010:110).
- 9.2 The Supplier in any event is not liable for damages caused by the Client providing faulty instructions or inadequate documentation or failing to cooperate with the performance of the Assignment.
- 9.3 The Supplier is to acquire liability insurance for an insured amount corresponding to the amount of liability in accordance with that stated in this section 9. Upon the request of the Client, the Supplier is to supply documentation that such insurance has been acquired.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The agreement between the parties does not entail that ownership rights to materials or intellectual property rights related to the respective party's recruitment process are transferred to the other party.

11 PERSONAL DATA

- 11.1 The parties are responsible for complying with the applicable data protection legislation. Each party determines within the framework for the Assignment the purposes and means for its processing of personal data and that party is therewith independently the data controller for such processing.
- 11.2 Where the Assignment entails that only the Client's system, methods and processes are used where the Client alone determines the purposes and means of processing, the Client is the data controller and the Supplier is the data processor.
- 11.3 If the Supplier's personnel within the framework for the Assignment processes personal data on behalf of the Client in such a manner that is equated with the leasing of personnel, the Supplier is neither the data controller nor the data processor for such processing.

12 CONFIDENTIALITY

- 12.1 The Supplier and Client agree to keep confidential the content of the agreement and other related information, such as, for example, prices, resumes, candidate profiles and the other party's recruitment process. It is the responsibility of the parties to ensure that only employees and subcontractors who are in need of the confidential information for the performance of the Assignment receive access to such information and that employees and subcontractors coming into contact with such information are bound to follow the confidentiality that stems from these general terms and conditions.
- 12.2 Neither party has any obligation to observe confidentiality with respect to such information that a) is publicly available at the time of the confirmation of the Assignment; b) is known by either party prior to the other party's disclosure; or c) the party is obligated to disclose by law or other statutory regulation.

- 12.3 Subsections 12.1 and 12.2 are to remain in effect even after the expiry of the agreement.

13 CONTRACT TERM

- 13.1 This Framework Agreement enters into force upon the date of the signature of the Assignment Confirmation according to subsection 2.1 and is valid during the period stated in the Assignment Confirmation.

14 IMMEDIATE TERMINATION OF THE AGREEMENT

- 14.1 A party has the right to terminate the agreement immediately through written notification to the other party where:
- a) the other party commits a material breach of the agreement and has not taken corrective action within thirty (30) days after written notice to do so; or
 - b) the other party is placed in bankruptcy, debt renegotiations, liquidation or otherwise can be deemed to be insolvent or if the other party is placed under a business prohibition and that party does not immediately after a such a request provide satisfactory security for its obligations; or
 - c) if a party without the consent of the other party assigns the agreement to a third party.
- 14.2 The agreement can also be terminated immediately according to subsection 7.3

15 FORCE MAJEURE

- 15.1 A party may discontinue or postpone an assignment due to events occurring that the party could not reasonably foresee and that prevent or unreasonably increase the costs for the performance of the Assignment. Neither party is liable for damages or delay caused by such events, Swedish or foreign law prohibitions or agency decisions, acts of violence or risks thereof, natural catastrophes, sudden harmful events, epidemics, industrial actions or other unforeseeable circumstances. Neither is the Supplier liable for that an assignment is cancelled or postponed or for any loss or delay due to the above stated circumstances as affecting its subcontractors. The limitation regarding industrial conflict is applicable even where the party itself is the object of or takes such industrial action.
- 15.2 Either party is to notify the other as soon as possible after determining that such a circumstance as described in subsection 1.5 exists. If the Assignment after three (3) months is still postponed, the Assignment will be terminated unless the parties agree otherwise. In the event the Assignment is terminated, the Supplier has the right to compensation for work performed and costs incurred.

16 NOTIFICATIONS

- 16.1 All notifications pursuant to the agreement are to be made by courier, registered mail, telefax or e-mail to the addresses given by the parties in the Assignment Confirmation.
- 16.2 A notification is deemed to have reached the addressee:
- a) if delivered by courier, upon delivery;
 - b) if sent by registered mail: two days after the mailing;
 - c) if sent by telefax: when sent if receipt is duly confirmed; and
 - d) if sent by e-mail, when sent if receipt is duly confirmed.
- 16.3 The other party is to be notified as to any changes of address in the manner prescribed in this section.

17 DISPUTES

- 17.1 Disputes concerning the interpretation and application of the agreement with respect to the Assignment and therewith related

legal relationships with the exceptions stated below are to be resolved through arbitration according to the then current Swedish Arbitration Act.

- 17.2 If the value of the dispute clearly does not exceed 25 times the price base amount at the date of the request for arbitration according to the Swedish Social Insurance Code (2010:110), or where the parties have not agreed otherwise, the arbitration panel is to consist of one arbitrator.
- 17.3 However, in the event the dispute concerns an uncontested past due monetary claim, the Supplier always has the right to file a claim with the general courts.
- 17.4 If nothing otherwise has been specifically agreed by the parties, Swedish law is applicable.