

STAFFING SERVICES FRAMEWORK AGREEMENT GENERAL TERMS AND CONDITIONS

ABPU-10

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1. SCOPE

1.1 These general terms and conditions are applicable to the leasing of staff by a staffing agency (hereinafter referred to as the “**Supplier**”) to a Client company (hereinafter referred to as the “**Client**”).

1.2 By the service of leasing staff is meant the commercial and legal relationship between the Supplier and Client whereby the Supplier is remunerated for leasing its own employees or those of a subcontractor (“**Leased Staff**”) to the Client to perform work related to the Client’s operations and under the control and management of the Client. By “**Assignment(s)**” is meant the selection process as to the placement of Leased Staff according to subsection 2.2 who thereafter are made available to the Client for assignment.

2. AGREEMENTS CONCERNING THE INDIVIDUAL STAFFING ASSIGNMENTS

2.1 The Client is to provide necessary and correct information with respect to the Assignment as to the work tasks to be performed, including the duration of the assignment, work hours, applicable collective agreements, other applicable local workplace agreements and any circumstances specific to the work that is to be performed. The Supplier is to be immediately informed of any changes in circumstances. The Client is also to specify the qualifications required of any Leased Staff such as, for example, education, professional skills or other experience and factors that ought to be taken into consideration with respect to work performance and safety.

2.2 The Supplier is responsible for proposing candidates to the Client on the basis of the information received and the agreed criteria according to subsection 2.3. The Supplier is to explain and report to the Client those criteria that the individual candidates satisfy and whether there are any significant factors that the Supplier is aware of and that the Client should know.

2.3 The Supplier is to confirm the Assignment through a written Assignment Confirmation in which the nature, price, agreed requirements and duration of the Assignment are specified.

2.4 The terms and conditions specified in the Assignment Confirmation and these general terms and conditions in ABPU-10 are applicable to the Assignment unless otherwise obvious.

2.5 In the event of any discrepancy between the Assignment Confirmation and 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 from the receipt of the Assignment Confirmation. If such does not occur, an agreement will be deemed to have come into effect with the content of the terms and conditions found in the Assignment Confirmation and ABPU -10.

2.7 Upon agreement as to any modifications of the assignment, a new confirmation under subsection 2.3 is to be sent.

2.8 In the event the leasing of staff gives rise to a need for

negotiations by law or collective agreement, the responsibility for such rests with the Client.

3. REMUNERATION

3.1 The price for the Assignment is to be specified in the Assignment Confirmation. Any value added tax is based on the price and any changes in price as governed below.

3.2 In the event the employee costs to the Supplier increase as a result of amendments to collective agreements or legislation, or due to changes in taxes and employer social security contributions or other fees, the Supplier has the right to adjust the price to a corresponding degree retroactively from the date of the change.

3.3 With respect to Assignments in which the Supplier is to pay the Leased Staff in accordance with the Client’s salary structure, the Client is responsible for ensuring that the Supplier receives correct information about the Client’s average salary for comparable employee groups. In the event that this information as to average salary is incorrect, the Client is to compensate the Supplier for any related damages. The Client is also to compensate the Supplier with respect to any changes in average salary for comparable groups, including retroactive changes. The Client is to inform the Supplier as to any applicable collective agreements, amendments to such and upon request, submit a copy of any applicable collective agreement to the Supplier

3.4 The Client is obligated to compensate the Supplier in addition to the agreed price any pay supplements as compensation for overtime, work time reductions, shift and inconvenient hours work, for which the Leased Staff has the right according to collective agreements or comparable regulations. Such compensation to the Supplier is to be paid in the form of a percentage mark-up on the price corresponding to the percentage mark-up increase on the Leased Staff’s pay as caused by the pay supplement.

3.5 The Client is to reimburse the Supplier for per diem, accommodations and other costs with respect to Leased Staff that are 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 Leased Staff available during the time period as agreed between the parties.

4.2 The Supplier has the right, after consultation with the Client, to replace Leased Staff.

4.3 In the event of unplanned absences of Leased Staff, for example, due to illness, the Supplier has the right, insofar as qualified staff are available, to provide suitable replacements as soon as possible. The Supplier is not liable for any loss or damage, including work delays, caused to the Client by unplanned absences.

5. SUPERVISION

5.1 The Client is responsible for the supervision, monitoring and follow-up of the work of the Leased Staff, and is to

	give any necessary instructions and information as well as provide a work space and requisite equipment necessary for the work tasks of the Leased Staff.		three (3) months from the completion of the Assignment under which the claim arises.
5.2	The Client undertakes to treat the Leased Staff fairly and equally in relation to its own employees and according to law and good labour market practices.	7.5	Serious complaints with respect to Leased Staff are to be made directly by the Client to the Supplier and not to the Leased Staff concerned or other Leased Staff.
6.	WORK ENVIRONMENT	8.	LIABILITY
6.1	The Client has the responsibility of complying with Chapter 3 Section 12 of the Work Environment Act by informing the Leased Staff assigned to the Client about the applicable legislation and regulations as well as its own internal instructions and procedures relating to the Client's operations. The Client is also to take any necessary precautions to ensure that Leased Staff are not subjected to health risks or accidents. The Client is to provide safety equipment unless otherwise specifically agreed.	8.1	The Supplier's liability is limited to negligence in the selection process for the Assignment.
6.2	The Supplier and its safety delegate have the right at any time during the Assignment to visit the Client to check whether the work environment for the Leased Staff is acceptable. In the event the Supplier determines that the work environment is not acceptable, the Supplier has the right, after consultation with the Client's safety delegate, to recall the Leased Staff, in which case the Assignment is immediately terminated unless otherwise agreed. The Client is to compensate the Supplier for its costs due to such a termination unless the work environment is not obviously acceptable. Compensation is to be paid for the remaining duration of the Assignment, however, with a maximum amount corresponding to six (6) months' remuneration for the Assignment. The Supplier undertakes to try to secure other work for the Leased Staff during the period in question.	8.2	The Client has the same liability for Leased Staff as for its own employees. The Client is therefore liable for defects and damages that Leased Staff may cause the Client or third parties within the framework of the Leased Staff's assignment for the Client.
6.3	The Client is to provide information without unreasonable delay to the Supplier as to accidents, incidents, etc., according to law.	8.3	The Supplier is not liable under any circumstances for consequential damages such as, for example, lost profits, losses or other incidental damages, including the Client's liability to pay damages to third parties or loss of information.
6.4	Leased Staff are to follow the working times applicable to the comparable employees at the Client. The Client is to ensure that any overtime is approved in advance by the Supplier in view of the responsibility that the Supplier has for the overtime of Leased Staff according to law or collective agreement.	8.4	Liability for personal injuries is governed by Swedish law.
7.	NOTICE OF DEFAULT	8.5	The Client should acquire and maintain adequate insurance for its operations, including such insurance as covers Leased Staff and their work for the Client. In this respect, Leased Staff are to be treated equally to the Client's own employees. The Supplier or its subcontractors, however, have employer liability for the Leased Staff, which entails among other things that the Supplier, or its subcontractor, is to pay salary, social security contributions, occupational injury insurance premiums and pensions. Pursuant to subsection 8.2, the Supplier is not liable for damages: a) to the Client's motor vehicles or incidental damages resulting from such damages; b) to goods transported by the Client's own or leased motor vehicles; c) covered by the Motor Traffic Damage Act or the equivalent, or corresponding foreign legislation; d) occurring as a result of motor vehicle traffic when used in an enclosed competition area; e) by aircraft nor for the liability attributable to an insured in its capacity as flight responsible; f) as a consequence of a collision caused by a ship or any of its towed objects; or g) that are defined by law as a medical/healthcare patient injury.
7.1	The Client is to immediately notify the Supplier in writing as to any defaults or deficiencies with respect to the performance of the Assignment by the Supplier. Notice of defaults or deficiencies discovered by the Client after the Assignment is completed or terminated is to be made in writing within seven (7) calendar days after the completion of the Assignment. A notice of default is to contain specific information as to the nature and extent of the default or deficiency.	8.6	In the event the Supplier is liable to pay damages, the Supplier's liability is limited to a total amount of 25 price base amounts, however, at the most the price of the Assignment. In the event of an assignment at an hourly rate, the price of the Assignment will be the price for the past twelve (12) months of the Assignment. In the event the agreed price for the Assignment is less than one price base amount, the Supplier's maximum liability is instead to be limited to an amount equal to one price base amount. By "price base amount" is meant the price base amount according to the Swedish Social Insurance Code (2010:110) in effect at the time the damages arose.
7.2	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 through the prescribed manner.		
7.3	After a notice of default or complaint is made, the Supplier is to be given within a reasonable time the opportunity to remedy the defect or deficiency, for example by replacing the Leased Staff who are the object of the notice of default prior to the Client submitting a claim for damages or price reduction. A reasonable period of time is to be assessed taking into consideration the nature and extent of the defect or deficiency and the possibility to provide replacement staff.	8.7	The supplier is to acquire liability insurance in an insured amount corresponding to the amount of liability as stated in the above section 8. At the request of the Client, the Supplier is to submit documentation that such insurance has been acquired.
7.4	In order to have the right to compensation, any damage claim 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	9.	INTELLECTUAL PROPERTY RIGHTS
		9.1	The Supplier is to insure, by means of an agreement with Leased Staff, that the ownership rights to all materials and any results achieved by the Leased Staff due to their assignment (" Results ") accrue to the Client, unless prescribed otherwise by mandatory law. All copyright, excluding moral rights, and any other intellectual property

rights to the results are to be the property of the Client. The Client is to reimburse the Supplier for that which the Supplier is liable to pay to Leased Staff for the transfer of such intellectual property rights according to law or collective agreements. With respect to inventions, the Client may step in as holder of the rights to the invention only on the basis of applicable law or relevant collective agreement. In the event the Leased Staff use software or other instruments during the performance of the work for the Client, the right to such instruments does not transfer to the Client.

- 9.2 The Supplier is not liable for any infringement of intellectual property rights by the Result or for the unlawful use by Leased Staff of any other party's systems.

10. PERSONAL DATA

- 10.1 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.

- 10.2 If the Leased Staff within the framework for the Assignment processes personal data on behalf of the Client, the Supplier is neither the data controller nor the data processor for such processing.

11. CONFIDENTIALITY

- 11.1 The Supplier and Client agree to keep confidential the content of the agreement and other related information, such as selection processes and prices.
- 11.2 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.
- 11.3 Subsections 11.1 and 11.2 are to remain in effect even after the expiry of the agreement.
- 11.4 The Supplier is to ensure that Leased Staff are bound to a confidentiality agreement entailing that they have a duty not to disclose any circumstances relating to the Client. This duty of confidentiality does not apply with respect to such information as listed in subsection 11.2.

12. CONTRACT TERM

- 12.1 This Framework Agreement enters into force upon the date of the signature of the Assignment Confirmation according to subsection 2.3 and is valid during the period stated in the Assignment Confirmation.

13. IMMEDIATE TERMINATION OF THE AGREEMENT

- 13.1 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; or
 - b) the other party is placed in bankruptcy, debt renegotiations, liquidation or otherwise can be deemed 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.

13.2

The Supplier has the right to immediately terminate the agreement in the event the Client insists that Leased Staff are to disregard the requirements of sound business practice or good labour market practices. The same applies where Leased Staff have been subjected to discrimination on the basis of ethnic origins, sex, sexual orientation, disability or other discrimination in violation of the law, or in where the Client has required that Leased Staff participate in such discrimination. The Supplier is also entitled to terminate the agreement with immediate effect under the conditions stated in subsection 6.2.

14. FORCE MAJEURE

- 14.1 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. Moreover, the Supplier is not 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.

- 14.2 Either party is to notify the other as soon as possible after determining that such a circumstance as described in subsection 14.1 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.

15. NOTIFICATIONS

- 15.1 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.
- 15.2 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.

- 15.3 The other party is to be notified as to any changes of address in the manner prescribed in this section.

16. DISPUTES

- 16.1 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.

- 16.2 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.

- 16.3 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.

- 16.4 If nothing otherwise has been specifically agreed by the parties, Swedish law is applicable.

