

# General Terms and Conditions - Recruitment

## 1. Parties and scope

- 1.1. The Client and the specific Randstad Company (hereinafter referred to as "Randstad" stated in the Framework Agreement, Offer and Recruitment Agreement.
- 1.2. These stipulations (hereinafter referred to as "Agreement") apply to recruitment assignments and other recruitment services that Randstad performs (hereinafter referred to as "Assignment/the Assignment") for client company (hereinafter referred to as "Client").
- 1.3. Recruitment assignments shall be understood as assignments that involve the Client intending to hire one or more individuals ("Candidate(s)") and tasking Randstad with selecting and presenting Candidates. The Assignment does not involve disclosing information about Candidates not presented to the Client by Randstad.

Other recruitment services (incl. part of recruitment process) shall be understood as Assignments specified in the Framework Agreement, Offer or Recruitment Agreement that Randstad performs for the Client.

- 1.4. This Agreement shall be applied with the associated appendices. The Agreement documents shall complete each other. However, in the event of contradictory stipulations they shall be applied and interpreted in the following order of precedence:

- (i) Framework Agreement, Offer and/or Recruitment Agreement,
- (ii) this Agreement

## 2. Agreement on Assignments

- 2.1. Assignments are confirmed through a Recruitment Agreement signed jointly by Randstad and the Client in which the contents of the Assignments are specified. The terms and conditions outlined in the Recruitment Agreement and this Agreement apply to the Assignment unless otherwise specifically agreed or apparent.
- 2.2. The Recruitment Agreement shall be specified with regard to the nature, scope, requirement profile, price, compensation format, and duration of the Assignment.
- 2.3. If any change to the Assignment is agreed a new Recruitment Agreement shall be drawn up in accordance with section 2.1.
- 2.4. Changes to this Recruitment Agreement must be agreed in writing in order to be valid.
- 2.5. The Client undertakes to give all individual assignments exclusively to Randstad during the Assignment term. The Client also undertakes to refrain from contracting any other company to perform all or part of the Assignment without having obtained prior written approval from Randstad.
- 2.6. If within twelve (12) months of the termination of the Assignment the Client decides to hire more staff than was originally agreed from among the Candidates that Randstad presented, Randstad is entitled to reasonable compensation constituting seventy-five (75) per cent of the standard compensation for each of these Candidates
- 2.7. Advertising in the press etc. shall be agreed between the parties. Randstad shall organise all practical and administrative measures in connection with this and the Client shall cover the cost.

## 3. Execution of the Assignment

- 3.1. The Assignment shall be performed with care and in an otherwise professional manner.
- 3.2. The Client shall give Randstad access to the premises, the information and the supporting materials required for the execution of the Assignment. This includes the Client being available to meet with Candidates.
- 3.3. The parties shall collaborate and consult each other on the execution of the Assignment.

- 3.4. Any own Candidates that the Client has for the Assignment shall be handed over to Randstad, after which point they will be treated the same as any other Candidates. This means that they will be included in the recruitment process.

The Client shall nevertheless have the right to decide whether a particular internal Candidate shall be included in the recruitment process or not. The reason for not including a Candidate could be that the Client already has sufficient information about the individual and his/her CV. If the Client elects to exclude an internal Candidate from the recruitment processes this shall be notified in writing in advance. In such cases Randstad shall have no responsibility for the Candidate in question under this Agreement.

- 3.5. For background checks Randstad, or the party hired by Randstad, compiles public data/information about the Candidate(s). Randstad cannot be responsible for ensuring that the compilation includes all information about the Candidate(s) or the reliability of the same. Randstad shall destroy all background information relating to the Candidate(s) following final delivery of the individual Assignment.

- 3.6. Unless otherwise stated in a framework agreement, quotation or recruitment agreement, the Assignment specifies that Randstad will follow its standardized recruitment process, "Randstad Recruitment", as follows:

- a) conduct a needs analysis and design a profile of requirements;
- b) write, design and publish an advertisement on our homepage and at Randstad partners in internet advertising;
- c) conduct searches for matching candidates in the Randstad candidate database;
- d) carry out a selection;
- e) carry out a relevant test of the candidate's personality or proficiency for the post in question. The test to be used is selected after a discussion between the Client and a Randstad recruitment consultant;
- f) conduct a skills-based in-depth interview;
- g) present candidate(s);
- h) obtain a minimum of two (2) references on a final candidate;
- i) carry out a verbal debriefing of references; and
- j) follow up on the Assignment just before the guarantee period expires.

- 3.7. Randstad offers Clients supplementary services that must be specified in a Framework Agreement, quotation or recruitment contract in order to be part of the Assignment.

Supplementary services may for example be:

- o extended search, so-called head hunting;
- o writing, producing and handling of advertising in print media;
- o background check of the final candidate; or
- o other recruitment services

- 3.8. The "Randstad executive search" process includes the following, in addition to what is stated in section 3.6:

- a) identification of the candidate market in discussion with the client;
- b) general research on the candidate market;
- c) research of open candidate databases that are relevant for identifying candidates for the Assignment;
- d) identification of relevant professional networks for the Assignment;
- e) identification of and research into relevant social media for the Assignment;
- f) contact with individuals in extensive networks for their recommendations of relevant candidates for the Assignment; and
- g) contact with a selection of candidates.

- 3.9. The "Randstad express" process includes as follows:

- a) conduct a needs analysis and design a profile of requirements;
- b) write, design and publish an advertisement on our homepage and at Randstad partners in internet advertising;
- c) conduct searches for matching candidates in the Randstad candidate database;
- d) carry out a selection;
- e) present candidate(s);
- f) obtain a minimum of two (2) references on a final candidate;
- g) carry out a verbal debriefing of references; and

- h) follow up on the Assignment just before the guarantee period expires.

#### 4. Intellectual property rights and other rights

- 4.1. Framework Assignment about Recruitment Services between Randstad and Client does not mean that ownership and/or use of materials or intellectual property rights, etc. related to the respective party's processes or other materials, are transferred to the other party, including third party material. During the period of Framework Assignment, Randstad may grant the Client the right of use of third-party digital tools such as a presentation of a candidate. In such case, the Client undertakes to comply with third party usage rules and to respect the ownership of the digital tool.

#### 5. Compensation

- 5.1. The Client shall pay compensation for the Assignment in accordance with the stipulations of the Framework Agreement, Offer or Recruitment Agreement.
- 5.2. Randstad ' compensation comprises hourly rates accrued on open account and/or at a fixed price.
- 5.3. Regardless of whether the Assignment is invoiced on an open account or at a fixed price Randstad shall have the right to invoice a start fee when the Agreement is entered into.
- 5.4. VAT shall be added to Randstad ' compensations.
- 5.5. Unless otherwise agreed the Assignment shall be performed on an open account in accordance with Randstad ' price list applicable at any one time.
- 5.6. The Client shall in addition compensate Randstad for any travel, accommodation and per diem expenses necessary for the performance of the Assignment. These expenses shall be compensated with Randstad ' corresponding actual expenses.
- 5.7. Fixed price refers to compensation that is to be paid regardless of the time Randstad spent completing the Assignment. Prices determined by a factor that was agreed, yet unknown, at the time the Agreement was entered into, e.g. the salary of the recruited Candidate, shall be considered fixed prices.
- 5.8. Significant changes to the requirement profile over the course of the recruitment process shall be considered as cancellation of the on-going Assignment and ordering of a new Assignment. Compensation for a further Assignment will thus be charged.
- 5.9. If the Assignment is otherwise extended the compensation shall be adjusted upwards.
- 5.10. In the event of Randstad ' costs increasing as a result of changes to collective agreements, legislation, taxes and employer contributions, other fees or other unforeseen events, Randstad shall have the right to adjust the price by a corresponding percentage increase with retroactive effect as of the date of the change.
- 5.11. In the event of the Client cancelling the Assignment before it has been completed, and the cancellation is not caused by a breach of contract by Randstad , Randstad shall be entitled to compensation for time spent and termination costs. Fees/compensation paid will not be repaid.

#### 6. Invoicing and payment terms

- 6.1. Randstad shall invoice the Client for the Assignment in accordance with the below:
- 6.2. Unless otherwise specified in the Framework Agreement, Offer or Recruitment Agreement compensation for recruitment assignments shall be invoiced at;
  - a) -thirty (30)% of the compensation when ordering Assignments,  
-thirty (30)% of the compensation when Randstad presents the relevant Candidate(s),  
-forty (40)% of the compensation once the Client has approved the final Candidate(s) or the Assignment otherwise may be complete.
  - b) one hundred (100)% of the cost when the Client has approved the final candidate(s) or otherwise when the Assignment is considered to be completed with "Randstad Express ";

- c) other expenses such as costs of advertising, analysis or similar are invoiced monthly in arrears;
- d) background checks are invoiced following delivery of the information to the Client, and
- e) other recruitment services are invoiced monthly in arrears. Randstad reserves the right to invoice immediately following completed recruitment services.

- 6.3. Compensation shall be paid fifteen (15) calendar days net from the invoice date.

- 6.4. In the event of late payment, Randstad shall have the right to apply overdue interest corresponding to the reference rate pursuant to the Swedish Interest Act plus 8 per cent and any payment reminder fees.

- 6.5. Randstad shall also, having notified the Client in writing, have the right to cancel the Assignment until such a time as payment is made. If the Client is more than thirty (30) calendar days in arrears following receipt of instructions to pay from Randstad , the latter shall be entitled to terminate the Assignment or Agreement in its entirety with immediate effect through a written notification. Randstad shall be entitled to damages if the Agreement is terminated with immediate effect.

- 6.6. Randstad can supply electronic invoicing on request from the Client (EDI).

#### 7. Client Satisfaction Guarantee

- 7.1. If the Client is not satisfied with the candidate recruited, Randstad undertakes to carry out further recruitment according to the original profile of requirements at no cost to the Client, provided that the Client informs Randstad in writing that it is not satisfied no later than four (4) months, in the case of "Randstad Recruitment", or thirty (30) days, in the case of "Randstad Express", after the recruited candidate took up his or her employment. The Client Satisfaction Guarantee is only triggered for reasons relating to failure by the candidate appointed to conform to the agreed profile of requirements and to Randstad 's failure in execution and control of the Assignment based on the recruitment process and not to other circumstances such as termination of the candidate's employment by the Client, termination by the candidate him or herself or mergers or similar at the Client. The Client Satisfaction Guarantee is valid only in the case of full recruitment in accordance with a process from Randstad .
- 7.2. If the guarantee is claimed by the Client it shall replace Randstad ' error and delay and damages liability for the Assignment.

#### 8. Errors, delays and complaints

- 8.1. The Client shall, without delay, present a written complaint to Randstad in the event of any errors or deficiencies with regard to Randstad ' performance of the Assignment. Errors or deficiencies discovered by the client once the Assignment has been completed or terminated shall be presented in a written complaint within thirty (30) calendar days of completion of the Assignment at the latest. The Assignment shall, for example, be considered completed once Randstad has presented final candidates or when it may otherwise reasonably be considered terminated.
- 8.2. The complaint shall clearly state the nature and scope of the error or deficiency.
- 8.3. If a complaint is not presented within the prescribed timeframe and in the prescribed manner, the Client shall be considered to have forfeited its entitlement to damages or price reductions.
- 8.4. Following receipt of a complaint or comment Randstad shall be given the opportunity to rectify the error or deficiency within a reasonable timeframe before the Client presents a claim for compensation.
- 8.5. In order to represent grounds for compensation, any damage claim toward Randstad must be preceded by presentation of a written complaint by the Client and submitted without undue delay, no later than three (3) months from the completion of the Assignment to which the claim relates.

## 9. Liability and insurance

- 9.1. Randstad shall, with the limitations outlined below, be liable to the Client for damage caused to the latter through neglect on the part of Randstad . Liability for damages shall under no circumstances include liability for collateral damage or indirect damage such as a lack of profits, loss or decreased sales. Randstad ' liability per incident is limited to compensation for the Assignment, however, at most ten (10) times the basic price amount applicable at the time of the damage pursuant to the Swedish Social Security Act 2:4§ (2010:110). Randstad's total liability for damages during the entire Agreement period for all Assignments may not exceed ten (10) million Swedish crowns.
- 9.2. Randstad shall under no circumstance be liable for damage caused as a result of the Client giving erroneous instructions, submitting incomplete supporting information or failing to participate in the execution of the Assignment.
- 9.3. Randstad shall take out liability insurance for an insurance sum corresponding to the liability sums stated above. Randstad shall at the Client's request present evidence of the existence of such insurance.
- 9.4. Randstad shall at the Client's request present insurance certificates for the above

## 10. Personal data

- 10.1. Each party is responsible for complying with applicable data protection legislation. Within the framework of the Assignment, each party determines the purposes and the means of its processing of personal data and each party is therefore an independent data controller for such processing.
- 10.2. In case the Assignment involves that only the Client's systems, methods and processes are used when the Client alone determines the purposes and means of the processing of personal data, the Client is the data controller and Randstad is the data processor.
- 10.3. If Randstad's personnel process personal data on behalf of the Client within the framework of the Assignment in a way that is equated with hiring out of personnel, Randstad is neither data controller nor data processor for such processing.
- 10.4. Randstad's processing of personal data is described in the Privacy Notice.

## 11. Confidentiality

- 11.1. The parties shall handle confidential information as follows:  
Confidential information shall be understood as information expressly described as confidential information by the parties and all other information about the parties' business, products/services, methods, prices, calculations, information of a business, financial, commercial or technical nature, information about employees, subcontractors and clients, or information that may otherwise reasonably be deemed to constitute confidential information.
- 11.2. Each party undertakes to comply with confidentiality obligation and to refrain from disclosing confidential information obtained from the other party in connection with the Agreement to any third party, regardless of the format of this information, and the media through which the information is obtained or whether the information is presented in writing, verbally or in any other way which does not require such information in order to complete its Assignment in accordance with the Agreement A party shall always be entitled to disclose confidential information to companies within the parties' respective groups including companies in Randstad, whatever the reasons might be and without limitation, and such companies shall not be considered to be third parties under this section 11.

Each party undertakes to ensure that all employees and any others to whom confidential information is disclosed in accordance with the above undertake to comply with the corresponding confidentiality stipulations outlined here.

- 11.3. Each party also undertakes to refrain from using, for its own or others' purposes, confidential information pertaining to the other party in any way other than as required for the fulfilment of this Agreement.
- 11.4. The parties' confidentiality undertakings do not apply to "confidential information" that:

- is or has become generally available or known without the party having breached the confidentiality undertaking;
- the party is responsible for making generally available through a court ruling, authority decision or otherwise pursuant to legal stipulations.

- 11.5. The parties' confidentiality undertakings shall apply for the duration of the Agreement term and for a period of five (5) years following the end of the term

## 12. Agreement term

- 12.1. The Agreement shall apply for the period stated in the Framework Agreement, Offer or Recruitment Agreement for each Assignment.
- 12.2. If the Assignment is extended or renewed, this Agreement shall also be extended by a corresponding period and any adjustments made to prices and other Agreement terms and conditions

## 13. Termination

- 13.1. The parties shall have a mutual termination notice period for the Assignment and the Agreement of one (1) month unless otherwise stated in the Framework Agreement, Offer or Recruitment Agreement. Notice of termination shall be given in writing.

## 14. Premature termination of the Agreement

- 14.1. The parties shall have the right to terminate the Agreement with immediate effect through a written notification to the other party if:
  - a) the other party is in significant breach of the agreement and fails to undertake corrective measures within thirty (30) days following receipt of a written notice; or
  - b) the other party becomes bankrupt, enters composition proceedings, enters liquidation or may in any other way be assumed to be insolvent, or if the other party is prohibited from conducting business activities and the party fails to immediately pledge satisfactory security for its undertaking when requested to do so.
- 14.2. If the Assignment is terminated on the basis of this section, the Client shall compensate Randstad for any Assignments performed up until the point of termination, as well as for any damage caused.

## 15. Force majeure

- 15.1. A party may cancel or defer an Assignment on the basis of events taking place that the party could not reasonably have foreseen, or that hinder the performance of the Assignment or unreasonably increase the cost of performing the Assignment. No liability shall attach to a party for damage or delay caused by such events, or Swedish or other countries' legal enactments or authority decisions, acts of violence or the threat of acts of violence, acts of nature, sudden damaging events, epidemics, labour conflicts or other unforeseeable circumstances. Nor shall any liability attach to Randstad for Assignments being cancelled or deferred, or for damage or delay, as a result of any of the above circumstances affecting their subcontractor. The reservation with regard to labour conflicts also applies when the party itself is the subject of, or resorts to, such conflict measures.
- 15.2. The party shall notify its counterpart as soon as any of the events outlined under 15.1 are deemed to have occurred. If the Assignment is still deferred after three (3) months, the Assignment shall be cancelled unless the parties agree otherwise. If the Assignment is terminated Randstad shall be entitled to compensation for work performed up to the point of termination and for any expenses including any closing down cost.

## 16. Details in marketing materials and other given information

- 16.1. All details in Randstad ' marketing materials or any information given in any other way about the services, such as prices, performance, picture materials, adverts, Agreement terms, guarantees etc. are approximate and only binding for Randstad if an express reference has been made to these in the Framework Agreement, Offer or Recruitment Agreement.

## 17. Contacts

- 17.1. Each party appoints a contact who is named in the Framework Agreement, Offer or Recruitment Agreement. The Client communicates directly with Randstad 's contact with regard to matters relating to the Assignment or the Agreement.
- 17.2. The contact may make binding decisions concerning the assignment on behalf of the party.

## 18. Messages

- 18.1. All messages under this Agreement shall be delivered using a courier, recorded mail, fax or e-mail to the addresses agreed by the parties in the Assignment Confirmation.
- 18.2. Messages shall be considered to have reached the recipient:
  - a) if sent by courier: on delivery;
  - b) if sent by recorded mail: two days following submission for postal delivery;
  - c) if sent by fax: upon sending if receipt is duly confirmed and
  - d) if sent by e-mail: upon sending if receipt is duly confirmed;
- 18.3. Any change of address shall be notified the parties as outlined in this regulation.

## 19. Changes to the terms and conditions

- 19.1. Changes and additions to this Agreement shall be drawn up in writing and signed by both parties.

## 20. Transfer

- 20.1. Randstad shall have the right to transfer overdue compensation in accordance with the Agreement and any other compensation claims that Randstad has toward the Client to a third party. Furthermore, both parties shall have the right to transfer the Agreement to another group company including companies in Randstad. In the event that Randstad transfers the Agreement to company, Randstad shall first make sure that the receiving company is well aware of the content of the Agreement and such processes and routines which have been established between Randstad and the Client. Aside from this neither party shall have the right to completely or partially transfer its rights and/or obligations pursuant to the agreement without the prior written approval of the other party.

## 21. Sanctions

- 21.1. Client represents that it is not owned or controlled by any party which is, and neither the Client nor any of its subsidiaries are, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions.

- 21.2. Client represent that no party which owns or controls it and none of the Client nor any of its subsidiaries, directors, officers or employees of it are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions.

- 21.3. Client shall take reasonable measures to ensure that client and its subsidiaries comply with Sanctions and shall not engage in activities that would cause Randstad to violate Sanctions.

- 21.4. Client shall ensure that it shall not provide funds to Randstad that are derived from business or transactions with a party targeted by Sanctions, or from any action which is in breach of any Sanctions.

- 21.5. Sanctions means: any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any (relevant) sanctions authority.

## 22. Audit

- 22.1. Client may conduct, at its own costs, an audit concerning the execution of this Agreement. The audit scope will not include information on other clients of Randstad or internal information of Randstad that does not have a direct relationship with the performance of this Agreement. Clients agrees to conduct not more than one audit per year. The auditors will be bound by Randstad's non-disclosure agreement. Client shall notify its intention to conduct such audit by providing Randstad with fifteen (15) days' written notice. Randstad may refuse the auditing company chosen by Client by sending a written explanation within five (5) days following Client audit notification. In such case, on an agreed basis, Client will choose another auditing company. Client ensures that the audit will not disrupt Randstad's business. A copy of the audit report will automatically be sent without charge to Randstad.

## 23. Disputes

- 23.1. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall with the exceptions outlined below, be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

- 23.2. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed SEK 2,000,000. Where the amount in dispute exceeds SEK 2,000,000 the Arbitration Rules shall apply and the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

- 23.3. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceeding shall be Swedish. This Agreement shall be governed by the substantive law of Sweden.

- 23.4. Randstad shall nevertheless always have the right to present claims to a general court for undisputed overdue claims.