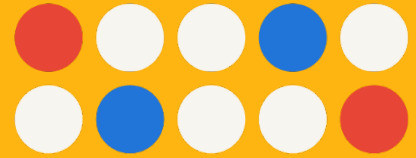


# randstad general terms and conditions

## hiring out of personnel "RAV".



### 1. parties and scope

1.1 Client and the specific Randstad company (hereinafter referred to as "Randstad") stated in framework agreement, offer or assignment confirmation.

1.2 These stipulations apply to hiring out of personnel by Randstad for client company (hereinafter referred to as "Client").

1.3 Hiring out of personnel shall be understood as a business and legal relationship between Randstad and Client whereby Randstad, in exchange for compensation, places own or subcontractors' employees ("Hired out person") at the Client's disposal to perform work as part of Client's business under Client's control and management. The term "Assignment" shall mean the selection process of a Hired out person as applicable in the hiring out of personnel according to section 2.2 and the subsequent supply of Hired out person.

1.4 RAV shall be applied with the associated appendices.

The agreement documents shall complement each other. However, in the event of conflicting content in the appendices they shall be applied and interpreted in the following order of precedence:

- (i) framework agreement, offer or assignment confirmation,
- (ii) RAV.

The agreement documents framework agreement, offer and assignment confirmation together with RAV are hereinafter referred to as agreement.

### 2. agreement on assignments

2.1 Client shall for each Assignment provide requisite and correct information about the work tasks to be performed, the duration of the work, hours of work, the applicable collective agreement, other local agreements that are applicable or other circumstances that are unique to the work to be performed. Changed circumstances shall be notified to Randstad immediately. Client shall also outline requirements for Hired out person such as education, professional expertise or other experience, in addition to other factors to be considered with regard to the performance of the work and the associated safety considerations.

2.2 Randstad shall be responsible for selecting candidate to be hired out on the basis of the information obtained from Client and agreed requirements pursuant to section 2.3. Randstad shall attempt to clarify and show Client which of Client's requirements a candidate meets and whether or not Randstad has knowledge of any other material circumstances that Client should be aware of.

2.3 Assignments shall be confirmed by Randstad in the form of an assignment confirmation, which specifies the nature, the scope, the price, the agreed requirements and the duration of Assignment. Unless otherwise agreed Randstad shall confirm the order of Assignment through an assignment confirmation electronically by e-mail.

2.4 The terms and conditions outlined in assignment confirmation, and RAV shall be applicable to Assignment if nothing else is obvious.

2.5 In the event of a discrepancy between assignment confirmation and RAV the assignment confirmation shall take precedence.

2.6 If Client does not approve assignment confirmation, Client shall be responsible to notify Randstad within five (5) calendar days after receiving assignment confirmation. If no such notification is received, agreement shall be considered to have been entered into in accordance with the content of assignment confirmation and RAV.

2.7 If changes to Assignment are agreed, a new assignment confirmation in accordance with section 2.3 shall be issued.

2.8 Changes and extensions to Assignment shall be considered a new order and a new assignment confirmation shall thus be issued containing details of any adjustments to the price or other terms and conditions.

2.9 If the hiring out of personnel brings about negotiations pursuant to law or collective agreements the responsibility for this shall fall on Client.

2.10 Randstad shall regularly carry out quality follow-ups for Assignment.

2.11 Randstad shall have the right to hire a subcontractor to perform Assignment. The cost of such a subcontractor shall be outlined in its entirety by Randstad and included in the compensation that Randstad receives for Assignment. Randstad shall guarantee that the hired subcontractor acts as an independent contractor and is in possession of an excerpt from the Swedish Tax Authorities register evidencing that the subcontractor is approved for Swedish F-tax.

### 3. compensation

#### white collar employees

3.1 Client shall pay compensation (basic price and hourly rate) to Randstad for Assignment as outlined in framework agreement, offer or assignment confirmation based on what has been agreed by the parties below. The compensation is stated exclusive of VAT. The minimum chargeable time is eight (8) hours per day unless otherwise agreed.

3.2 Client shall, in addition to this, pay compensation for salary additions for Hired out person such as compensation for unsociable working hours, overtime and shift work and shortened hours of work that Hired out person is entitled to pursuant to collective agreements or other corresponding regulations. Client shall pay compensation to Randstad in the form of a percentage increase in the price corresponding to the percentage increase that the salary additions account for in Hired out person's salary.

Travel time compensation for travel outside of normal working hours and outside the geographical Assignment area shall be charged at 90 percent of the corresponding hourly rate of Hired out person.

If the parties have instead agreed on factor pricing, the Client shall pay compensation for the basic price through Hired out person's actual salary as well as for the stated salary additions with actual cost for Randstad multiplied by a factor stated in framework agreement, offer or assignment confirmation.

#### blue collar employees

3.3 Client shall pay compensation to Randstad for Assignment as outlined in framework agreement, offer or assignment confirmation and in "Information about the Average Prevailing

- Salary" based on what has been agreed by the parties below. The compensation is stated exclusive of VAT. The minimum chargeable time is eight (8) hours per day unless otherwise agreed.
- 3.4 Hired out person's employment relationship at Randstad is regulated by the collective agreement between Almega, the employer and trade Organisation for the Swedish service sector, and all affiliates within LO's (the Swedish Trade Union Confederation), in "The Agreement for Staffing Agency Workers".
- 3.5 If the parties have agreed on factor pricing (basic price), the following shall apply. Client shall pay compensation corresponding to the salary paid to Hired out person based on the Average Prevailing Salary (GFL in Swedish) of Client for a Client employee in a comparable personnel category. All compensation for Hired out person is based on an Average Prevailing Salary (hourly wages + performance wages, H+P) provided by Client and multiplied by a factor stated in framework agreement, offer or assignment confirmation and shall cover any shortened hours of work/time bank.
- Any change to H+P shall also change Randstad's price for Assignment by the same percentage. The change shall come into effect as of the date that Randstad's salary expense increases and shall, if retroactive, also include this increase. Client shall also provide compensation in addition to the agreed (basic price) price for additional salary additions such as compensation for inconvenient working hours, overtime, shift work and other additions regulated by collective agreements that Hired out person is entitled to pursuant to collective agreements or other corresponding regulations. Client shall pay compensation for the above salary additions corresponding to Randstad's actual expense multiplied by a factor stated in framework agreement, offer or assignment confirmation. However, Client shall pay compensation for shift work with the same factor or, in the event of an hourly rate, with the same percentage increase, which applies to the basic price.
- 3.6 If the parties have agreed on another model for compensation, open account, fixed price or any other compensation model in framework agreement, offer or assignment confirmation, the following shall apply. In addition to the agreed basic price, Client shall pay compensation to Randstad for Hired out person's salary additions such as compensation for inconvenient working hours, overtime, shift work and other additions regulated by collective agreements that Hired out person is entitled to pursuant to collective agreements or other corresponding regulations. Client shall pay compensation to Randstad in the form of a percentage increase in the price corresponding to the percentage increase that the salary additions account for in Hired out person's salary.
- 3.7 Client shall inform Randstad of the applicable collective agreement and any associated changes and submit an extract of the agreement upon request by Randstad. Client shall also be responsible for presenting, in writing, the Average Prevailing Salary to Randstad for each quarter for the duration of agreement term. In cases where Client has given erroneous information on the Average Prevailing Salary, Randstad shall be compensated for any damage caused. Client shall also compensate Randstad in the event of changes to the Average Prevailing Salary in a comparable personnel category, including retroactive changes. If the parties agree that Randstad shall provide a special written documentation representing the reconciliation of interpretation of Client's collective agreement, including continuous updates, Client needs to respond as soon as possible if any adjustment is needed.
- [general](#)
- 3.8 Regardless of pricing model, Client shall in addition provide compensation for any travel, allowance and accommodation expenses, as well as any additional expenses related to Assignment. Client shall also pay compensation equivalent to the public holiday remuneration paid to Hired person according to the holiday pay rules defined in the applicable collective agreement for hired out personnel blue collar with Randstad's actual costs. These expenses shall be compensated with Randstad's corresponding actual expenses. Allowance are compensated in accordance with the Swedish National Tax Board's regulations. Randstad shall, if specifically agreed by the parties in framework agreement, offer or assignment confirmation, be responsible for undertaking credit checks, alcohol- and drug tests, obtaining extracts from the Swedish criminal record register or other register for Hired out person, Client shall cover any costs incurred by Randstad with Randstad's actual costs in relation thereto. For the administrative management of these expenses, Client shall provide Randstad compensation of 250 SEK per expense and 750 SEK per advance payment.
- 3.9 In the event of Randstad's costs increase 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 (including the stated factor) by the corresponding percentage increase with retroactive effect as of the date of the change. If Randstad has based the cost of Assignment on a collective agreement that becomes subject to retroactive changes, Randstad shall have the right to make corresponding retroactive price changes towards Client.
- [materials protected by copyright](#)
- 3.10 In addition to the stipulations of section 14, the sections 3.10 and 3.11 relate to Randstad's entitlement to compensation for material protected by copyright. Client shall have the right to use and transfer material protected by copyright that is created by Hired out person to a third party, to the extent and in the ways outlined in the collective agreement, or other regulations applicable to Client for its corresponding personnel groups.
- 3.11 Randstad shall be entitled to special compensation from Client for usage rights to material protected by copyright that Client receives. The compensation shall be calculated per Hired out person and shall amount to 170 percent of additional compensation that is paid to Client's own employees for corresponding concessions of usage rights pursuant to collective agreements or similar regulations. Additional compensation shall be understood as compensation in addition to the fixed salary, overtime compensation, compensation for shift work and similar types of compensation, which are specifically intended to compensate Client's employees for the right to use materials protected by copyright. Client shall present the supporting information used for calculating compensation upon request by Randstad. Randstad shall be compensated for any damage caused as a result of Client submitting erroneous information.
- [subcontractors](#)
- 3.12 If Randstad provides Hired out person through subcontractor, Client shall pay compensation (basic price as hourly rate) to Randstad for Assignment, which is stated in framework agreement, offer or assignment confirmation and is based on what the parties have agreed on above. If additions are to be paid at a different level than the basic price, this must be stated in framework agreement, offer or assignment confirmation. If the parties have instead agreed on factor pricing, Client shall pay compensation for both basic price and any other level of additions through the compensation Randstad provides Subcontractor with for Hired out person multiplied by the factor stated in framework agreement, offer or assignment confirmation. If Client refers Randstad that a specific Hired out person by subcontractor should be assigned, Randstad has no responsibility under the agreement for the assignment.

#### 4. recruitment fee

4.1 If Client chooses to hire or contract a Hired out person as subcontractor that is/has been hired, Randstad is entitled to a recruitment fee as follows:

white collar:

- when Hired out person has worked 0-1 000 hours 2.5 x monthly salary that he/she is offered by Client;
- when Hired out person has worked 1 001 hours or more 2.0 x monthly salary that he/she is offered by Client

blue collar:

- when Hired out person has worked 0-750 hours 2.0 x monthly salary that he/she is offered by Client;
- when Hired out person has worked 751-1 000 hours 1.0 x monthly salary that he/she is offered by Client;
- when Hired out person has worked 1 001-2 000 hours SEK 15 000.

4.2 If Client, within 6 (six) months from candidates were presented or latest, at the start of Assignment, chooses to employ or hire another or several of these candidates, Randstad is entitled to reasonable compensation for each candidate according to the steps of the recruitment fee in section 4.1. In the event Client instead employs or engages the candidate without hiring from Randstad, Randstad is entitled to reasonable compensation for white collar 2.5 x salary / fee which the candidate is offered by Client as a recruitment fee and for blue collar, Randstad is entitled to 2.0 x salary / fee which the candidate is offered by Client as a recruitment fee.

4.3 If Client chooses to hire a Hired out person from Randstad this shall be based on a special agreement between the individual in question (who may decide whether or not he/she wishes to sign an employment contract) and Client.

#### 5. payment and invoicing

5.1 Invoices are issued weekly in arrears unless otherwise stated in framework agreement, offer or assignment confirmation.

Payment shall be made fifteen (15) calendar days net from the invoice date unless otherwise stated in framework agreement, offer or assignment confirmation. The invoicing address is also stated in framework agreement, offer or assignment confirmation. An invoicing charge will be added if Client wants the invoice sent by regular mail.

5.2 In the event of late payment, Randstad has the right to charge overdue interest corresponding to the reference rate pursuant to the Swedish Interest Act plus 8 percent plus any payment reminder fees.

5.3 Furthermore, Randstad has the right to withdraw Hired out person from Assignment until Client has made full payment or pledged satisfactory security for Randstad's claim. This applies provided that a written payment reminder has been sent by Randstad and that Randstad also notifies Client in writing when intends to withdraw Hired out person.

5.4 Randstad can supply electronic invoicing on request from Client (EDI).

#### 6. training

6.1 If Client deems that Hired out person requires special training for a specific assignment, Client shall cover these costs.

6.2 Client shall cover costs associated with a change/upgrade of technical equipment that requires Hired out person to undergo training.

6.3 Client shall cover the cost of courses, seminars and/or study visits that it refers Hired out person to.

#### 7. execution of the assignment

7.1 Randstad shall perform the selection process and supply a selected Hired out person for the time period agreed by the parties.

7.2 The parties undertake to adhere to the Randstad Business Principles.

7.3 Randstad shall have the right to replace Hired out person following consultation with Client.

7.4 In the event of unplanned absence due to e.g. Hired out person's illness, Randstad shall have the right to supply a suitable replacement as soon as possible depending on the expertise available. Randstad shall not be liable for any damage, including any delay to work, that may affect the Client as a result of unplanned absence.

7.5 When Randstad conducts background check on the criminal history of Hired out person, it is based on the requirements and parameters that follow from Randstad's process.

#### 8. work management

8.1 Client is responsible for work management for Hired out person, checks and follow-up of Hired out person's work, supplying the requisite instructions, information and providing a workspace with the equipment needed to perform Hired out person's tasks. Hiring out of a Team leader does not imply that Client no longer has work management responsibility. The Team leader's role is to act as the important link between Client and Randstad's Hired out person in order to achieve effective communication.

8.2 Client undertakes to treat Hired out person fairly and equally in relation to its own employees, in accordance with law and good labour market practice.

#### 9. working environment and hours of work

9.1 Client is responsible for complying with Chapter 3, Section 12 of the Swedish Work Environment Act by informing Hired out person of any laws and regulations, as well as any internal instructions and routines, applicable to Client's business. Client shall also implement the safety measures necessary to ensure that Hired out person is not subjected to hazardous conditions or accidents. It shall be the responsibility of Client to provide protective equipment unless otherwise specifically agreed.

9.2 Randstad and its HSE officer shall have the right to visit Client at any point during Assignment term to ensure that Hired out person is working in an acceptable working environment. Should Randstad find that the working environment is unacceptable Randstad shall following consultation with Client's HSE officer, have the right to withdraw Hired out person, at which point Assignment will immediately be terminated unless otherwise agreed. Client shall compensate Randstad for its expenses in connection with such termination in cases where the working environment is clearly unacceptable. Compensation shall be paid for the remainder of Assignment term, however, an amount corresponding to six (6) months of compensation for Assignment at most. It shall be the responsibility of Randstad to provide Hired out person with other work during the period in question.

9.3 Client shall, without undue delay, inform Randstad of any accidents, incidents etc. pursuant to law.

9.4 Hired out person shall keep the same hours of work as the corresponding Client employees. Due to the responsibility that Randstad has for Hired out person's overtime pursuant to law or the collective agreements, Client shall ensure that any overtime is approved in advance by Randstad. Client shall notify Randstad well in advance of any changes to Hired out person's working hours.

## 10. right expertise guarantee

- 10.1 Randstad shall guarantee that Hired out person matches Client's expertise requirements for the duration of the Assignment term. Client shall not be required to pay compensation for Assignment if Hired out person does not have the correct expertise.
- 10.2 Assignment must be on-going in order to invoke the guarantee. However, in order for the guarantee to be applicable Client must claim it in writing within two (2) months of the original Assignment start date.

## 11. delivery guarantee

- 11.1 Randstad undertakes to staff Assignment in accordance with the time period in assignment confirmation.
- 11.2 Should Randstad fail to staff Assignment in accordance with the time period in assignment confirmation, and the reason for this is attributable to Randstad, Randstad shall pay a fine to Client.
- The fine shall be charged on the first day of Assignment at fifty (50) percent of the agreed basic compensation for Hired out person that is delayed, plus VAT. If the delay remains on the second day, a fine of an additional fifty (50) percent shall be charged on the same basis. The fine is thus maximized after the two first days of an Assignment, with the maximum sum corresponding to what Client shall pay in basic compensation for one (1) Hired out person for one (1) day.
- 11.3 If Client is entitled to the maximum fine pursuant to section 11.2, Client shall have the right to issue a written notification to Randstad requesting the cancellation of Assignment.
- 11.4 The delivery guarantee is applicable to new Assignments and not to extended Assignments.

## 12. complaints

- 12.1 Client shall present a written complaint to Randstad without any delay outlining any errors or deficiencies relating to Randstad's responsibility for Assignment. Errors or deficiencies discovered by Client once Assignment has been completed or terminated shall be presented in a written complaint at the latest within seven (7) calendar days after the completion of Assignment. The complaint shall clearly state the nature and scope of the error or deficiency.
- 12.2 If a complaint is not presented within the prescribed timeframe and in the prescribed manner, Client shall be considered to have forfeited its right to claim compensation for damages or price reductions.
- 12.3 Following receipt of a complaint or comment Randstad shall be given the opportunity to rectify the error or deficiency within a reasonable timeframe by replacing Hired out person at whom the complaint is directed, before Client presents a claim for damages or price reductions. What constitutes a reasonable timeframe shall be determined based on the nature and scope of the error or deficiency and the availability of replacement staff.
- 12.4 In order to represent grounds for compensation, any damage claim toward Randstad must be preceded by presentation of a written complaint by Client and submitted without undue delay, at the latest three (3) months from the completion of Assignment to which the claim relates. Randstad shall be entitled to claim the value that has accrued to Client.
- 12.5 Client shall direct any material comments relating to Hired out person directly to Randstad and not to Hired out person suspected of error or any other Hired out person.

## 13. liability

- 13.1 Randstad's liability shall be limited to negligence in the selection process for Assignment.
- 13.2 Client shall be responsible for Hired out person just as for its own employees. Client shall thus be responsible for any errors or damage caused by Hired out person to Client or any third party as a result of Hired out person performing work for Client.
- 13.3 Randstad shall under no circumstances be liable for indirect damage such as lack of profit, loss or other consequential damage, including any liability to indemnify on behalf of Client toward a third party, or any loss of information.
- 13.4 Liability for personal injury is regulated in accordance with law.
- 13.5 Client should take out and maintain adequate insurance for its business, including insurance relating to Hired out person and his/her work for Client, which among other includes Client assuming responsibility for taking out Swedish patient insurance for Hired out person in the healthcare sector. Hired out person shall in this regard be viewed as equal to Client's own employees. Randstad and its subcontractor shall nevertheless assume employer responsibility for Hired out person meaning, for example, that Randstad or its subcontractor pays salaries, social charges, work injury insurance and pension contributions. Pursuant to section 13.2, Randstad shall not be liable for damage:
- to Client's motor vehicles, or for damages resulting from such damage;
  - to goods transported using Client's own or leased motor vehicles;
  - covered by the Motor Traffic Damage Act or corresponding legislation in another country;
  - caused as a result of use of a motor vehicle in a fenced-in competition area;
  - caused by airborne vehicles, nor the responsibility that may be attached to the insured as responsible for air traffic;
  - as a result of collisions caused by vessels or their towed objects; or
  - relating to patient injury pursuant to law.
- 13.6 In the event that Randstad is being held liable for damages, liability shall be limited to a total sum of twenty five (25) basic price amounts, however, no more than the compensation for Assignment. For Assignments performed on an open account, the price for Assignment shall constitute of the price for Assignment over the past twelve (12) months. If the compensation agreed for Assignment is less than a basic price amount, Randstad's maximum liability shall instead be limited to an amount corresponding to one (1) basic price amount. The basic price amount shall be understood as the basic price amount pursuant to the Swedish Social Security Act 2:6 § (2010:110) applicable at the time of the damage. Randstad's total liability for damages during the entire agreement period for all Assignments shall not exceed ten (10) million Swedish crowns.
- 13.7 Randstad shall take out liability insurance for an insurance sum corresponding to the liability sums stated above in section 13. Randstad shall at Client's request present evidence of the existence of insurance for the stated liability sums.
- 13.8 If Client reports the working hours of Hired out person in its own time reporting system, and this system interprets the value of the time worked, Client shall be liable to Randstad and Hired out person for any costs and damage resulting from erroneous interpretation and application of the collective agreement and other corresponding regulations.



## 14. intellectual property and other rights

- 14.1 Randstad shall, through an agreement with Hired out person, ensure that all materials and results created by Hired out person as part of Assignment ("Result") accrue to Client unless otherwise regulated through law. Intellectual property and other rights to Result shall thus be the property of Client. Client shall compensate Randstad for what Client may be required to pay Hired out person for the transfer of mentioned rights pursuant to law or collective agreement. With regard to inventions, Client may only become the owner of the invention rights where the applicable law or the relevant collective agreement allow this. If Hired out person uses software that he/she brought with him/her, or any other tool when performing work for Client, the right to such tools shall not transfer to Client.
- 14.2 Randstad shall not be liable for Result's infringement of intellectual property or other rights or for a Hired out person's unapproved use of others' systems.
- 14.3 The Assignment does not mean that the ownership and/or use of materials or intellectual property and other rights related to the respective party's processes, are transferred to other party, including material from a third party. During the period of Assignment, Randstad may grant Client the right of use of third-party digital tools such as a presentation of candidate. In such case, Client undertakes to comply with third party usage rules and to respect the ownership of the digital tool.

## 15. personal data

- 15.1 Each party is responsible for complying with applicable data protection legislation. Within the framework of 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.
- 15.2 If a Hired out person within the framework of Assignment processes personal data on behalf of Client, Randstad is neither data controller nor data processor for such processing.
- 15.3 Randstad's processing of personal data is described in the Privacy Notice.

## 16. confidentiality

- 16.1 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 customers, or information that may otherwise reasonably be deemed to constitute confidential information.
- 16.2 Each party undertakes to comply with its confidentiality obligation and to refrain from disclosing confidential information obtained from the other party in connection with Assignment in accordance 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 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. Such companies shall not be considered third parties under this section 16.
- Each party undertakes to ensure that all employees and any others to whom the confidential information is disclosed in accordance with the above undertake to comply with the corresponding confidentiality stipulations outlined here.

- 16.3 Each party also undertakes to refrain from using, for its own or others' purposes, the confidential information pertaining to the other party in any way other than as required for the fulfilment of this agreement.

- 16.4 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.

- 16.5 The parties' confidentiality undertakings shall apply for the duration of the agreement and for a period of five (5) years thereafter.

## 17. agreement term

- 17.1 The agreement shall apply for the period stated in framework agreement, offer or assignment confirmation for each Assignment.
- 17.2 If no period is stated, agreement shall apply until further notice with a mutual period of notice of one (1) month pursuant to section 18.
- 17.3 If Assignment is extended or renewed, RAV shall also be extended for the corresponding period with the corresponding adjustments made to prices and other agreement terms and conditions.

## 18. termination

- 18.1 The parties shall have a mutual notice period regarding termination for the individual Assignment and agreement between the parties of one (1) month unless otherwise stated in framework agreement, offer or assignment confirmation. Notice of termination shall be given in writing.

## 19. premature termination of the agreement

- 19.1 Each party shall have the right to terminate agreement with immediate effect through a written notification to the other party if:
- a) the other party is in significant breach of 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 into composition proceedings, enters into liquidation or in any other way may 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.

- 19.2 Randstad shall have the right to terminate agreement with immediate effect if Client requests Hired out person to breach the requirements for good professional or labour market practice. The same shall apply if Hired out person is subject to discrimination on grounds of ethnicity, sex, sexual orientation, disability or any other grounds representing a breach of applicable legislation, or in cases where Client requires Hired out person to participate in such acts of discrimination. Furthermore, Randstad shall have the right to terminate the agreement with immediate effect in situations pursuant to section 9.2.

- 19.3 If Assignment is terminated on the basis of this section, Client shall compensate Randstad for the corresponding Assignments performed up until the point of termination.

## 20. force majeure

- 20.1 A party may cancel or defer an Assignment due to events taking place that the party could not reasonably have foreseen, or that

hinder the performance of Assignment or unreasonably increase the cost of performing Assignment. Neither party is liable for damages 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. Randstad shall not be liable for Assignments being cancelled or deferred or for damages or delay as a result of any of the above circumstances affecting its subcontractor. The reservation with regard to labour conflicts also applies when the party itself is the subject to, or resorts to, such conflict measures.

- 20.2 The party shall notify its counterpart as soon as any of the events outlined under 20.1 are deemed to have occurred. If Assignment is still deferred after one (1) month, Assignment shall be cancelled unless the parties agree otherwise. If Assignment is terminated, Randstad shall be entitled to compensation for work performed up to the point of termination and for any expenses.

## 21. details in marketing materials and other given information

- 21.1 All details in Randstad's 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 framework agreement, offer or assignment confirmation.

## 22. contacts

- 22.1 Each party appoints a contact person who is named in framework agreement, offer or assignment confirmation. Client shall communicate directly with Randstad's contact person regarding matters relating to Assignment or agreement and not with Hired out person.
- 22.2 The contact person may make binding decisions concerning Assignment on behalf of the party.

## 23. messages

- 23.1 All messages under this agreement shall be delivered using a courier, registered mail or e-mail to the addresses agreed by the parties in assignment confirmation.
- 23.2 Messages shall be considered to have reached the recipient:
- if sent by courier: on delivery;
  - if sent by registered mail: two days following submission for postal delivery; or
  - if sent by e-mail: upon sending if receipt is duly confirmed.
- 23.3 Any change of address shall be notified to the party as outlined in this paragraph.

## 24. changes to terms and conditions

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

## 25. transfer

- 25.1 Randstad shall have the right to transfer overdue compensation in accordance with agreement and any other compensation claims that Randstad has toward Client to a third party. Furthermore, both parties shall have the right to transfer agreement to another group company including companies in Randstad. In the event that Randstad transfers agreement to another company, Randstad shall first ensure that the receiving company is well aware of the content of agreement and such

processes and routines, which have been established between Randstad and Client. Aside from this, neither party shall have the right to completely or partially transfer its rights and/or obligations according to agreement without the prior written approval of the other party.

## 26. sanctions

- 26.1 Client confirms that it is not owned or controlled by any party which is, and neither 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.
- 26.2 Client confirms that no party which owns or controls it and none of 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.
- 26.3 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 or Randstad Hired out person to violate Sanctions.
- 26.4 Client shall ensure that it shall not provide funds to Randstad that derive from business or transactions with a party targeted by Sanctions, or from any action which is in breach of any Sanctions.
- 26.5 Sanctions means: any trade, economic or financial sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any (relevant) sanctions authority ("Sanctions").
- 26.6 Randstad performs checks against international and European sanction lists through a third party supplier. Randstad cannot guarantee that the check is free from faults or incorrect information. Randstad shall therefore under no circumstances be liable for damages or compensation towards individual, Client, supplier, subcontractor or third party on the ground that Client, supplier, subcontractor or third party has based a decision on the result of the check which has been carried out and which contains erroneous or incorrect information.

## 27. audit

- 27.1 Client may conduct, at its own costs, an audit concerning the execution of the 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. Client agrees to conduct not more than one audit per year. The auditors will be bound by Randstad's non-disclosure agreement. Client shall notify Randstad of its intention to conduct such audit by providing Randstad with a fifteen (15) days' prior written notice. Randstad may refuse the auditing company chosen by Client by sending a written explanation within five (5) days following Client's 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 to Randstad without charge.

## 28. other

- 28.1 If any conditions of the framework agreement, offer or assignment confirmation is held to be unenforceable to any extent:
- (a) the unenforceable condition is to be interpreted and applicable by either (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by law); or (ii) disregarding it (if it is not permitted by law); and

(b) any other and remaining condition is to remain in effect as stated, with whatever deletion or modification is necessary to give effect to the commercial intention of the parties.

## 29. disputes

- 29.1 Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination or invalidity thereof, shall with the exceptions outlined below, be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce.
- 29.2 The Rules for Expedited Arbitrations shall apply where the disputed value does not exceed SEK 2,000,000. Where the disputed value exceeds SEK 2,000,000 the Arbitration Rules shall apply and the Arbitral Tribunal shall be composed of three arbitrators. The disputed value includes the claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration.
- 29.3 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.
- 29.4 Randstad shall nevertheless always have the right to present claims to a general court for undisputed overdue claims.