randstad risesmart general terms and conditions

for transition, careers & development and other services.

randstad risesmart

1. scope

1.1 The following Agreement applies between the parties Randstad RiseSmart AB (”Randstad RiseSmart”) and the Client company ("the Client") named in the Framework Agreement, Offer, Assignment Description or Order Confirmation.

1.2 This Agreement applies to transition, career & development and other assignments that Randstad RiseSmart performs for the Client, unless otherwise expressly agreed.

1.3 Transition assignments shall be understood as the assignments stated in the Assignment Description or Order Confirmation that involve the Client having terminated or intending to terminate the employment of one or more members of staff, or the Client otherwise wanting a transition or change for one or several individuals ("Participants") for whom the Client tasks Randstad RiseSmart with implementing a transition process whereby Randstad RiseSmart is to supply the Participant with an analysis of the conditions for new employment, training and/or coaching for the purpose of finding new employment, including starting his/her own business or otherwise making the Participant more employable ("the Assignment).

1.4 Careers & development assignments shall be understood as assignments stated in the Assignment Description or Order Confirmation ("the Assignment").

1.5 Other assignments shall be understood as assignments stated in the Assignment Description or Order Confirmation ("the Assignment").

1.6 This Agreement is applied with its 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 or Assignment Description or Order Confirmation

(ii) This Agreement.

2. agreement on assignments

2.1 Assignments are confirmed through a Framework Agreement, Offer, Assignment Description or Order Confirmation signed jointly by Randstad RiseSmart and the Client, in which the contents of the Assignments are specified, see section 2.2. The terms and conditions outlined in the Framework Agreement, Offer, Assignment Description or Order Confirmation and this Agreement apply to the Assignment unless otherwise specifically agreed or apparent.

2.2 The Framework Agreement, Offer, Assignment Description or Order Confirmation shall be specified with regard to the nature, scope, price, compensation format, invoicing method and duration of the Assignment. The Agreement shall also contain other agreed requirements based on the Client's stated requirement specification. Agreement on Assignments applies exclusively unless otherwise agreed.

2.3 Changes to the Framework Agreement, Offer, Assignment Description or Order Confirmation must be agreed in writing in order to be valid.

2.4 If a change to the Assignment is agreed, a new Framework Agreement, Offer, Assignment Description or Order Confirmation shall be drawn up in accordance with section 2.1.

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 RiseSmart access to the premises, the information/supporting materials and participate to the extent that this is necessary for the execution of the Assignment.

3.3 The parties shall collaborate and consult each other on execution of the Assignment.

4. compensation

4.1 Compensation for Assignments shall be specified in the Framework Agreement, Offer, Assignment Description or Order Confirmation and shall be based on what has been agreed by the parties below. If no fixed price has been agreed the Assignment shall be performed on an open account in accordance with Randstad RiseSmart's price list applicable at any one time.

4.2 Compensation is stated exclusive of VAT.

4.3 The Client shall in addition provide compensation for any travel, per diem and accommodation expenses, as well as any additional expenses depending on the Assignment. These expenses shall be compensated with Randstad RiseSmart's corresponding actual expenses. Per diems are compensated in accordance with the Swedish Tax Agency's regulations.

4.4 In the event of Randstad RiseSmart's costs increasing as a result of changes to collective agreements, legislation, taxes and employer contributions, other fees or other unforeseen events, Randstad RiseSmart shall have the right to adjust the price by the corresponding percentage increase with retroactive effect as of the date of the change.

4.5 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 RiseSmart, Randstad RiseSmart shall be entitled to compensation for time spent and termination costs. Fees/compensation paid will not be repaid.

5. invoicing and payment terms

5.1 Invoices shall be issued monthly in arrears unless otherwise specified in the Framework Agreement, Offer, Assignment Description or Order Confirmation.

5.2 Payment shall be made within 15 (fifteen) calendar days net from the invoice date unless otherwise specified in the Framework Agreement, Offer or Assignment Description. The invoicing address is stated in the Framework Agreement, Offer, Assignment Description or Order Confirmation.

5.3 In the event of late payment Randstad RiseSmart shall have the right to apply overdue interest corresponding to the reference rate pursuant to the Swedish Law on Interest plus 8 percent and any payment reminder fees.

5.4 Furthermore, Randstad RiseSmart has the right to suspend ongoing Assignments until such a time as the Client has made

full payment or pledged satisfactory security for Randstad RiseSmart's claim. This applies provided that a written payment reminder has been sent and that Randstad RiseSmart also notifies the Client in writing of when it intends to suspend the Assignment.

5.5 Randstad RiseSmart can supply electronic invoicing on request from the Client (EDI).

6. complaints

6.1 The Client shall present a complaint outlining any errors or deficiencies with regard to Randstad RiseSmart's performance of the Assignment to Randstad RiseSmart without delay. 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.

6.2 The complaint shall clearly state the nature and scope of the error or deficiency.

6.3 If a complaint is not presented within the prescribed time frame and in the prescribed manner the Client shall be considered to have forfeited its entitlement to damages or price reductions.

6.4 Following receipt of a complaint or comment Randstad RiseSmart shall be given the opportunity to rectify the error or deficiency within a reasonable timeframe before the Client presents a claim for compensation.

6.5 In order to represent grounds for compensation any damage claim toward Randstad RiseSmart must be preceded by presentation of a written complaint by the Client and submitted without undue delay, three (3) months from the completion of the Assignment to which the claim relates at the latest.

7. liability

7.1 Randstad Risesmart is, with the limitations outlined below, liable to the Client for damage caused to the latter through neglect on the part of Randstad Risesmart. Liability for damages shall never include liability for collateral damage or indirect damage such as a lack of profits, loss or decreased sales. Nor does it cover liability for third parties damages if it is follows by mandatory law. Randstad Risesmart's liability per incident is limited to compensation for the Assignment, however, at most 10 (ten) times the basic price amount applicable at the time of the incident pursuant to the Swedish Public Insurance Act (1962:381). Randstad Risesmart's total liability for damages during the entire Agreement period for all Assignments may not exceed ten (10) million Swedish crowns.

7.2 Randstad Risesmart shall never 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.

7.3 Randstad Risesmart shall take out liability insurance for an insurance sum corresponding to the liability sums stated above. Randstad Risesmart shall at the Client's request present evidence of the existence of such insurance.

8. intellectual property rights

8.1 Framework about the Assignment between Randstad and Client does not mean that ownership and/or use of materials or intellectual property and other rights 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 or/and platform. In such case, the Client undertakes to comply with third party usage rules and to respect the ownership of the digital tool/platform.

9. personal data

9.1 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.

9.2 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 RiseSmart is the data processor.

9.3 If Randstad RiseSmart'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 RiseSmart is neither data controller nor data processor for such processing.

9.4 Randstad RiseSmart's processing of personal data is described in the Privacy Notice.

10. confidentiality

10.1 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.

10.2 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 inclusive Randstad companies, whatever the reasons might be and without limitation, and such companies shall not be considered to be third parties under this section 10.

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.

10.3 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.

10.4 Party undertakes not to own or for account of others use the other party's confidential information other than what is necessary for the performance of the contract.

10.5 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.

10.6 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.

11. agreement term

11.1 The Agreement shall apply for the period stated in the Framework Agreement, Offer, Assignment Description or Order Confirmation for each Assignment.

11.2 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.

12. termination

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

13. premature terminaition of the agreement

13.1 The party has 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 prompt; 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.

13.2 If the Assignment is terminated on the basis of the stipulations of this section, the Client shall pay Randstad RiseSmart for any costs incurred while performing the Assignment up until the point of termination, as well as compensation for any damage caused.

14. force majeure

14.1 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. Neither shall any liability attach to Randstad RiseSmart 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.

14.2 The party shall notify its counterpart as soon as any of the events outlined under 14.1 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 RiseSmart shall be entitled to compensation for work performed up to the point of termination and for any costs.

15. details in marketing materials and other given information

15.1 All details in Randstad RiseSmart's marketing materials and 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 RiseSmart if an express reference has been made to these in the Framework Agreement, Offer, Assignment Description or Order Confirmation.

16. contacts

16.1 Each party appoints a contact who is named in the Framework Agreement, Offer, Assignment confirmation or Order Confirmation. The Client communicates directly with Randstad RiseSmart's contact with regard to matters relating to the Assignment or the Agreement.

16.2 The contact may make binding decisions concerning the assignment on behalf of the party.

17. messages

17.1 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 Description or Order Confirmation.

17.2 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.

17.3 Any change of address shall be notified to the party as outlined in this regulation.

18. change to the terms and conditions

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

19. transfer

19.1 Randstad RiseSmart has the right to transfer overdue compensation in accordance with the Agreement and any other compensation claims that Randstad RiseSmart 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 within Randstad. In the event that Randstad RiseSmart transfers the Agreement to another company, Randstad RiseSmart shall first made 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 RiseSmart and the Client. Aside from this neither of the parties has the right to completely or partially transfer its rights and/or obligations according to the Agreement without the prior written approval of the other party.

20. sanctions

20.1 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.

20.2 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.

20.3 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 RiseSmart to violate Sanctions.

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

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

21. audit

21.1 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 RiseSmart or internal information of Randstad RiseSmart 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 RiseSmart's non-disclosure agreement. Client shall notify its intention to conduct such audit by providing Randstad RiseSmart with fifteen (15) days' written notice. Randstad RiseSmart 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 RiseSmart's business. A copy of the audit report will automatically be sent without charge to Randstad RiseSmart.

22. other

22.1 If any conditions of the Framework Agreement, Offer, Assignment Description or Order 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 if 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.

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