

general terms and conditions consulting services.

1. general terms and conditions

- 1.1 The Client specified in the Consulting Agreement (the "Client") hereby orders consulting services (the "Service") from the specific company in Randstad specified in the Consulting Agreement, hereinafter referred to as Randstad, and collectively referred to as "the parties", under the conditions set out in this Agreement.
- 1.2 The Consulting Agreement applies with its associated appendices. The agreement documents must supplement one another but, in the event of conflicting information, they apply and are interpreted in the following order:
 - Consulting Agreement
 - Appendices – which also include this Agreement, and the Consulting Agreement in the order specified therein.

2. supporting documents for orders

- 2.1 The parties agree that Randstad will carry out the Service in accordance with the Service Description provided by the Client. The Service Description must include all requirements established by the Client for the performance of the Service and specify the type of documentation and to what extent it must be submitted by Randstad.
- 2.2 The Client must approve the Service Description before the Service begins. If the Client does not approve the Service Description and the parties do not agree on an Service Description, the parties are no longer bound by offers and acceptances issued. In that case, Randstad is entitled to receive compensation for work carried out and for costs.
- 2.3 The Client is responsible, during Randstad's performance of the Service, to cooperate to a necessary extent and supply necessary information within a time period that enables the Service Description and the Timetable to be observed.
- 2.4 Changes to the agreed Service Description will be regarded as a new order and a new confirmation containing information on any adjustments to payments and the Timetable will be submitted by Randstad.

3. the Service

- 3.1 Randstad is responsible for carrying out the Service in such a way that it fulfils the Serviced Description contained in the Consulting Agreement. Furthermore, Randstad performs the Service in a competent, professional manner according to good practice in the industry.
- 3.2 Randstad presupposes that the Client will issue necessary instructions, policies, supporting documents, information and technical equipment (including software) to enable Randstad to carry out the Service in accordance with the requirements contained in this Agreement.

- 3.3 Randstad has employers' liability for its employees which means, among other things, that Randstad pays salaries, social security contributions, insurance policies and pensions.
- 3.4 Randstad is granted the right to engage subcontractors for the performance of the Service. The cost of such subcontractors is paid in full by Randstad and is included in the payment received by Randstad for the Service. Randstad guarantees that any subcontractor engaged will act as an independent contractor and will be in possession of an extract from the register from the Swedish Tax Agency proving that the subcontractor is registered for Swedish Company Tax.
- 3.5 If the Service is carried out at the Client's premises, the Client is responsible for providing premises, technical equipment (such as replacement computers and passwords) in a condition and within a time period that enable Randstad to carry out the Service. The Client is therefore liable for this in financial and legal terms.
- 3.6 The Client is responsible for submitting to Randstad all information and supporting documentation necessary to carry out the Service, auditing documents and giving notice of the results of audits and other relevant measures to enable Randstad to carry out the Service in accordance with the conditions set out in this Agreement. That also means that the Client must pay any expense caused by any fault in technical equipment, drawings, descriptions, information or staff management.
- 3.7 If the Service is carried out at the Client's premises using its equipment, the Client acquires liability in accordance with the Work Environment Act. This means, inter alia, that the Client must inform Randstad of laws and regulations as well as its own instructions, safety provisions and procedures relating to the activities at the Client's premises and otherwise adopt necessary protective measures so that Randstad employees are not exposed to illness or accident. The Client undertakes to grant Randstad and safety representatives at Randstad a right of access to the Client's premises at any time during the Service to verify that the working environment for Randstad's employees is acceptable.
- 3.8 The Client shall be responsible for complying with the Randstad Business Principles.

4. timetable

- 4.1 The Parties, in consultation before the start of the Service, must agree in writing on a Timetable as per the Consulting Agreement which will govern deliveries for the approval and delivery of the Service. Randstad must carry out the Service in accordance with the Timetable.
- 4.2 Randstad is entitled to a time extension if the performance of the Service is delayed or impeded due to circumstances that were not caused by Randstad through any fault or omission on its part and that Randstad was unable to foresee. Randstad must inform the Client without delay when it becomes aware of circumstances that

can lead to more extensive changes to the Timetable and also calculate and communicate the necessary time extension.

- 4.3 Randstad is entitled to receive compensation from the Client for the costs incurred by Randstad due to a time extension provided that the time extension is due to the Client or circumstances for which the Client is liable or due to suppliers or products that the Client assigned to Randstad.

5. delivery and agreement

- 5.1 Randstad must deliver the Service no later than the date specified in the Timetable.
- 5.2 Unless otherwise agreed in writing, approval must take place on a continuous basis thirty (30) days after delivery of the Service. As an alternative to this, approval must be given thirty (30) days after the Service has been completed or otherwise ceased unless the Client has previously issued written complaints about the Service delivered. The latter alternative must be re-agreed in writing in order for it to enter into force in the Consulting Agreement.
- 5.3 The Service will be considered to have been approved when it complies with the requirements under the Service Description and the Timetable. When those requirements have been fulfilled, the Client must grant approval within the period specified above. Deviations that are irrelevant or that can otherwise be regarded as negligible must not affect the assessment of whether a correct delivery has taken place and whether it has taken place on time. If the Client has not approved the delivery by the agreed time/s, the parties agree that the Service will be regarded as having been approved in any event after the said time/s.
- 5.4 If the parties so agree, the delivery time may be extended for as long as is reasonable in the circumstances if the Client, after the time for approval of the Service, wishes for any change or addition to be made to the Service.
- 5.5 If Randstad finds that it is unable to deliver within the agreed time, Randstad must inform the Client as soon as possible and at the same time also state the reason for the delay and give a new time for delivery of the Service.

6. faults

- 6.1 If the Service carried out fails to fulfil the requirements contained in the Service Description on the delivery date in accordance with the Timetable and such is due to Randstad, Randstad must remedy the fault. If a remedy proves to be unworkable or particularly costly, Randstad is entitled instead to refund any payment received. In that event, Randstad is entitled to deduct any value accruing to the Client from the payment refunded. In such a case, the Client has no right to receive damages in accordance with the provisions set out below.
- 6.2 In the event that Randstad is liable for the fault, the Client has no right to impose any applicable penalty other than a requirement for a remedy or refund of payment made.
- 6.3 The Client loses its right to a remedy or a refund of payment made if no claim in writing is submitted from the time when the fault was discovered or should have been discovered, though no more than thirty (30) calendar days after delivery should have taken place in accordance with the Timetable. The complaint must contain a brief description of how the fault manifests itself.

7. liability

- 7.1 Randstad is liable – subject to the restrictions specified below – for damage caused to the Client by Randstad due to delay or error.
- 7.2 Nevertheless, Randstad is not liable under any circumstances for indirect damages such as loss of production, loss of profits or consequential damages arising at the Client's premises. Randstad's total liability for direct damages is limited to a total of 10% of the processed contract price in the event of a fault or delay in carrying out the Service. Randstad's total liability for damages during the entire Agreement period for all Services may not exceed ten (10) million Swedish crowns.
- 7.3 Randstad is liable only for direct damage claimed by the Client in writing no later than three (3) months from the date when the delivery should have taken place in accordance with the Timetable.
- 7.4 In addition to this, Randstad has no liability whatsoever for damages as a result of this Agreement vis à vis the Client or a third party, unless otherwise provided in mandatory law.

8. termination

- 8.1 Each party has the right to cancel the Agreement if;
- (i) the other party is insolvent, is declared bankrupt, has suspended payments, has entered into negotiations on a composition with its creditors or has gone into liquidation,
- (ii) the other party is substantially in breach of its obligations under this Agreement and has failed to adopt a remedy – if possible – within thirty (30) calendar days from receipt of a written request to that effect.
- 8.2 The termination does not preclude the terminating party's right to claim damages for breach of contract.
- 8.3 If the Agreement is terminated in accordance with this clause, the Client must compensate Randstad for work carried out up to that point and other costs deriving from the Service.

9. documentation

- 9.1 All documentation such as drawings, technical documents, models, computer programs relating to products/equipment relating to the Service which was supplied by one party to the other before or after the Agreement was entered into remains the property of the supplying party unless otherwise agreed in writing.
- 9.2 Such documentation or technical information may not, without consent in writing, be reproduced, copied or supplied to a third party to any extent or in any way or be made known to a third party in any way. Neither may the documentation be used for any purpose other than the purpose for that which it was supplied.

10. training

- 10.1 The Client bears the cost of any replacement/upgrade of technical equipment or other item that is beyond Randstad's control and that requires training.

11. intellectual property rights, etc.

- 11.1 Framework Service about Consulting 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's material.

- 11.2 In the event that the Client supplies drawings, models, pattern rights, patent right or other models to Randstad for the performance of the Service, all intellectual property rights and other rights belong to the Client.
- 11.3 In the event that Randstad supplies drawings, models, pattern rights, patent right or other models to the Client for the performance of the Service, all intellectual property rights and other rights belong to Randstad.
- 11.4 The Client receives the rights to the results of the Service.
- 11.5 The Client is liable for damages and costs for any infringement of any third party's intellectual property, including pattern rights and patent rights resulting from the Service ordered or from documents produced for or by the Client.

12. compensation

- 12.1 The Client must pay compensation to Randstad for the Service in accordance with the description contained in the Consulting Agreement. Payment must be made by the Client on an open account or as a fixed payment.
- 12.2 The specified payments exclude Value Added Tax.
- 12.3 In addition, the Client must pay compensation for any travel, subsistence expenses, accommodation expenses and any additional costs resulting from the Service and that the Client has approved in writing in advance. These costs are reimbursed against corresponding actual costs for Randstad. Subsistence expenses are reimbursed in accordance with the Riksskatteverket (National Tax Board of Sweden) rules.
- 12.4 For ordered overtime work, which must be agreed in advance between Randstad and the Client, 1.5 times the agreed payment per hour is charged on weekdays between the hours of 18.00 and 20.00 and 2 times the agreed payment per hour is charged on weekdays between the hours of 20.00 and 06.00 and on Saturdays, Sundays and other non-working days.
- 12.5 In cases where Randstad is entitled to a time extension under this Agreement, Randstad is nevertheless entitled to receive payment in accordance with the Timetable.
- 12.6 Randstad reserves the right to adjust the payment due to requested additions and changes to the Service and in the event of any extensions of the Timetable specified in this Agreement. In addition, Randstad is entitled to adjust the payments in the event of changes in currency exchange rates, taxes, fees charged by public authorities, salary levels for employees under applicable collective agreements entered into after the date of the offer, price list, or Agreement. If the Agreement runs for longer than one (1) year, Randstad is entitled to adjust the payments annually.
- 12.7 Randstad is entitled to require full security for payment from the Client if there is reason to consider that the Client is experiencing or will experience payment difficulties. In cases where such security is not provided immediately, Randstad will be entitled to immediately discontinue the Service or stop further deliveries of the Service to the Client without any penalty being imposed on Randstad by the Client. In such cases, Randstad will nevertheless be entitled to claim compensation for work carried out but not yet paid and, in addition, it will be entitled to file a claim for damages in accordance with the Sales Act (1990:931).
- 12.8 If the Client chooses to employ or engage Randstad employees or candidates presented as subcontractors by Randstad who are or

have been involved in the delivery of services under the Agreement, Randstad is entitled to a recruitment fee corresponding to the last six months of invoicing excluding Value Added Tax.

13. invoicing and payment

- 13.1 Invoicing takes place in arrears once (1) a month unless otherwise specified in the Consulting Agreement.
- 13.2 Payment must be made 15 (fifteen) days net from the invoice date, unless otherwise specified in an appendix to the Consulting Agreement.
- 13.3 If payment is not made within the prescribed period, Randstad is entitled to charge interest on overdue payment in accordance with the Interest Act at the corresponding reference interest rate plus eight (8) percentage points along with any reminder fees and other administrative costs.

14. confidentiality

- 14.1 The parties must treat confidential information as follows: "Confidential information" means information that a party has expressly designated as confidential information and any other information concerning a party's business activities, products/services, methods, prices, calculations, information of a business, financial, commercial or technical nature, information on personnel, subcontractors, Clients or information that may otherwise reasonably be considered to constitute confidential information.
- 14.2 The parties undertake to observe confidentiality and not to disclose to third parties any confidential information that a party received from the other party in connection with the agreement between the parties, regardless of the form in which and the media on which the information is obtained and regardless of whether the information was provided in writing, verbally or by other means if disclosure is not necessary in order for the party to carry out its tasks under the Agreement. Nevertheless, a party will always have a right to disclose confidential information to all companies in each party's group, including Randstad, for any reason and without limitation. Furthermore, such companies will not be considered as third parties under this clause 14.

The parties undertake to ensure that all employees and others to whom confidential information is disclosed in accordance with the foregoing undertake to comply with confidentiality provisions equivalent to those set out herein.
- 14.3 Furthermore, the parties undertake not to make use of the other party's confidential information on their own behalf or on behalf of another party in any way other than as necessary for the performance of the Agreement.
- 14.4 The parties' undertakings regarding confidentiality do not apply to "confidential information" that:
 - is or has become generally available or known without any breach of the confidentiality obligation by a party;
 - a party is obliged to make generally available due to a court judgement, decision by a public authority or otherwise as provided in law.
- 14.5 The parties have no right to make use of the other party's trademarks or other distinctive signs without prior approval in writing. Furthermore, the parties have no right give the other party as a reference without prior approval in writing. In the event of possible use by the parties of a trademark or distinctive sign

belonging to the other party or its group of companies, the party undertakes to comply with the other party's instructions.

- 14.6 The parties' confidentiality undertakings will apply during the term of the Agreement and for a period of five (5) years thereafter.

15. force majeure

- 15.1 A party may cancel or postpone the Service due to an event that the party could not reasonably have foreseen and that prevents the Service from being carried out or that makes its performance unreasonably expensive. A party is not liable for any damage or delay due to such an event or enactment of Swedish or foreign laws or decisions by public authorities, acts of violence, natural phenomena, sudden harmful events, natural events, epidemics, industrial disputes (including when a party is itself made subject to or takes industrial action) or other unforeseeable circumstances.
- 15.2 A party must inform the other party as soon as possible when a ground for release is considered to exist. If the Service is still suspended after three (3) months, it will be cancelled unless otherwise agreed by the parties. If the Service is cancelled, Randstad is entitled to receive compensation for work carried out up to that point and for costs.

16. personal data

- 16.1 Each party is responsible for complying with applicable data protection legislation. Within the framework of the Service, 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.
- 16.2 In case the Service 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.
- 16.3 If Randstad's personnel process personal data on behalf of the Client within the framework of the Service, Randstad is neither data controller nor data processor for such processing.
- 16.4 Randstad's processing of personal data is described in the Privacy Notice.

17. amendments and additions

- 17.1 Amendments and additions to this Agreement must be made in writing and must be signed by both parties and attached to the Consulting Agreement in order to take effect.

18. transfer

- 18.1 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 another 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 according to the Agreement without the prior written approval of the other party.

19. term of the agreement

- 19.1 This Consulting Agreement enters into force when it has been signed by both parties as specified in the Consulting Agreement.
- 19.2 The Agreement applies for the term specified in the Consulting Agreement.
- 19.3 Conditions for extension of this Agreement are set out in the Consulting Agreement but, unless otherwise specified, decisions regarding the extension of the Agreement must be made no later than three (3) months prior to the expiry of the Agreement. If the Agreement is extended, it applies until further notice with any adjustment of payment and other agreement conditions and with a mutual notice period of three (3) months.
- 19.4 The parties have a mutual notice period for an individual Service of three (3) months unless otherwise specified in a framework agreement, offer or Service confirmation. Notice of termination must be given in writing.

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 represents 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 to violate Sanctions.
- 20.4 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.
- 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.
- 20.6 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.

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 or internal information of Randstad that does not have a direct relationship with the performance of this Agreement. Clients agree 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.

22. other

- 22.1 If any conditions of the Consulting Agreement or Agreement 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.

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.