

# OUTPLACEMENT SERVICES FRAMEWORK AGREEMENT GENERAL TERMS AND CONDITIONS

ABOU-10

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| <b>1.</b> | <b>SCOPE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1       | These general terms and conditions are applicable to outplacement services that the Supplier (“ <b>Supplier</b> ”) undertakes on behalf of Client Company (“ <b>Client</b> ”) unless otherwise agreed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 4.2       | Payment is to be made against invoice. Payments made after the due date will incur late penalty interest according to the Swedish Interest Act.                                                                                                                                                                                                                                                                                                                                                                              |
| 1.2       | By outplacement services is meant an assignment whereby the Client, intending to or already having given notice of dismissal to one or more individuals, or for other reasons, intends the outplacement or transfer of the individual(s) (“ <b>Participant</b> ”), commissions the Supplier to provide outplacement services for the Participant, wherein the Supplier is to provide an assessment of the conditions necessary for new employment, training and/or coaching, with the view to finding new work for the Participant, including starting a business, or otherwise rendering the Participant more attractive on the labour market (“ <b>Assignment(s)</b> ”). | 4.3       | Value added tax will be based on the Supplier’s remuneration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>2.</b> | <b>AGREEMENTS CONCERNING THE INDIVIDUAL OUTPLACEMENT SERVICES ASSIGNMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>5.</b> | <b>PAYMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.1       | The Assignment is confirmed through an Assignment Confirmation signed by both the Client and Supplier specifying the content of the Assignment. Those terms and conditions specified in the Assignment Confirmation and these general terms and conditions in ABOU-10 are applicable to the Assignment unless otherwise agreed or obvious.                                                                                                                                                                                                                                                                                                                                 | 5.1       | In the event the Assignment is to be performed according to an agreed price, invoicing is to occur in accordance with an agreed payment plan as stated in the Assignment Confirmation.                                                                                                                                                                                                                                                                                                                                       |
| 2.2       | The Assignment Confirmation is to specify the nature, extent, price, type of remuneration, invoicing method and duration of the Assignment. The Assignment Confirmation is also to include any otherwise agreed criteria in light of the Client’s requirements.                                                                                                                                                                                                                                                                                                                                                                                                            | 5.2       | Payment is to be made against invoice. Payments made after the due date will incur late penalty interest according to the Swedish Interest Act.                                                                                                                                                                                                                                                                                                                                                                              |
| 2.3       | In the event of any discrepancy between the Assignment Confirmation and ABOU-10, the Assignment Confirmation has precedence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 5.3       | In the event the Client fails to make payment by the due date, the Supplier also has the right, after a written payment reminder to the Client, to discontinue performance of the Assignment until payment has been made. If the Client is late by more than 30 days after the Supplier has reminded the Client to pay, the Supplier may, through written notification, terminate the agreement in its entirety immediately. Where the Supplier terminates the agreement immediately, the Supplier has the right to damages. |
| 2.4       | Upon agreement as to changes in the assignment, a new Assignment Confirmation is to be signed according to subsection 2.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 5.4       | In the event the Client terminates the Assignment before its completion and the termination does not depend on a breach of contract by the Supplier, the Supplier has the right to compensation for time spent and costs incurred. Already paid fees will not be refunded. The Supplier has the right, however, to complete outplacement services for participants that have begun under the Assignment, for whom the Client is liable for payment.                                                                          |
| <b>3.</b> | <b>THE PERFORMANCE OF THE ASSIGNMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>6.</b> | <b>NOTICE OF DEFAULT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3.1       | The Assignment is to be performed with care and generally in a professional manner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6.1       | The Client is to immediately notify the Supplier in writing as to any defaults or deficiencies with respect to the performance of the Assignment by the Supplier. Notice of defaults or deficiencies discovered by the Client after the Assignment is completed or terminated is to be made in writing within thirty (30) calendar days after the completion of the Assignment.                                                                                                                                              |
| 3.2       | The Client is to give the Supplier access to premises, and the information and any background documentation necessary to the execution of the Assignment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 6.2       | A notice of default is to contain specific information as to the nature and extent of the default or deficiency.                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.3       | The parties are to cooperate and consult with each other during the performance of the Assignment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 6.3       | The Client’s right to damages or price reduction is forfeited in the event the Client fails to give notice of default within the prescribed time and through the prescribed manner.                                                                                                                                                                                                                                                                                                                                          |
| <b>4.</b> | <b>REMUNERATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6.4       | After a notice of default or complaint is made, the Supplier is to be given within a reasonable time the opportunity to remedy the defect or deficiency.                                                                                                                                                                                                                                                                                                                                                                     |
| 4.1       | Remuneration for the Assignment is to be stated in the Assignment Confirmation. An agreed price typically is to be paid per participant. In the event the parties cannot agree as to a fixed price, the Assignment is to be at an hourly rate on account in accordance with the Supplier’s then current price list                                                                                                                                                                                                                                                                                                                                                         | 6.5       | In order to have the right to compensation, any damage claim against the Supplier is to be preceded by a notice of default and is to be submitted in writing by the Client without unreasonable delay, however, at the latest within three (3) months from the completion of the Assignment under which the claim arises.                                                                                                                                                                                                    |
|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>7.</b> | <b>LIABILITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

7.1	The Supplier is liable to the Client for damages suffered by the Client due to the negligence of the Supplier subject to the limitations specified below. This damage liability does not in any event include liability for incidental or consequential damages such as, for example, lost profits or losses or reductions in turnover. The Supplier's liability per assignment is limited to the price for the Assignment, however, with a maximum of 10 times the price base amount applicable at the time of the execution of the agreement according to the Swedish Social Insurance Code (2010:110).		and has not taken corrective action within thirty (30) days after written notice; or  b) the other party is placed in bankruptcy, debt renegotiations, liquidation or otherwise can be deemed insolvent or if the other party is placed under a business prohibition and that party does not immediately after a such a request provide satisfactory security for its obligations; or  c) if a party without the consent of the other party assigns the agreement to a third party.
7.2	The Supplier is in no way liable for damages caused by the Client providing faulty instructions or inadequate information.	12.2	The agreement can be terminated with immediate effect under the conditions stated in subsection 5.3.
7.3	The supplier is to acquire liability insurance in an insured amount corresponding to the amount of liability as stated in the above section 7. At the request of the Client, the Supplier is to submit documentation that such insurance has been acquired.	<b>13.</b>	<b>FORCE MAJEURE</b>
<b>8.</b>	<b>INTELLECTUAL PROPERTY RIGHTS</b>	13.1	A party may discontinue or postpone an assignment due to events occurring that the party could not reasonably foresee and that prevent or unreasonably increase the costs for the performance of the Assignment. Neither party is liable for damages or delay caused by such events, Swedish or foreign law prohibitions or agency decisions, acts of violence or risks thereof, natural catastrophes, sudden harmful events, epidemics, industrial actions or other unforeseeable circumstances. Moreover, the Supplier is not liable for that an assignment is cancelled or postponed or for any loss or delay due to the above stated circumstances as affecting its subcontractors. The limitation regarding industrial conflict is applicable even where the party itself is the object of or takes such industrial action.
8.1	An agreement between the parties does not entail that ownership rights to materials or intellectual property rights related to the respective party's recruitment process are transferred to the other party.	13.2	Either party is to notify the other as soon as possible after determining that such a circumstance as described in subsection 13.1 exists. If the Assignment after three (3) months is still postponed, the Assignment will be terminated unless the parties agree otherwise. In the event the Assignment is terminated, the Supplier has the right to compensation for work performed and costs incurred.
<b>9.</b>	<b>PERSONAL DATA</b>	<b>14.</b>	<b>NOTIFICATIONS</b>
9.1	The parties are responsible for complying with the applicable data protection legislation. Each party determines within the framework for the Assignment the purposes and means for its processing of personal data and that party is therewith independently the data controller for such processing.	14.1	All notifications pursuant to the agreement are to be made by courier, registered mail, telefax or e-mail to the addresses given by the parties in the Assignment Confirmation.
9.2	Where the Assignment entails that only the Client's system, methods and processes are used where the Client alone determines the purposes and means of processing, the Client is the data controller and the Supplier is the data processor.	14.2	A notification is deemed to have reached the addressee:  a) if delivered by courier, upon delivery;  b) if sent by registered mail: two days after the mailing;  c) if sent by telefax: when sent if receipt is duly confirmed; and  d) if sent by e-mail, when sent if receipt is duly confirmed.
9.3	If the Supplier's personnel within the framework for the Assignment processes personal data on behalf of the Client, in such a manner that is equated with the leasing of personnel, the Supplier is neither the data controller nor the data processor for such processing.	14.3	The other party is to be notified as to any changes of address in the manner prescribed in this section.
<b>10.</b>	<b>CONFIDENTIALITY</b>	<b>15.</b>	<b>DISPUTES</b>
10.1	The Supplier and Client agree to keep confidential the content of the agreement and other related information, such as, for example, prices and information about Participants. It is the responsibility of the parties to ensure that only employees and subcontractors who are in need of the confidential information for the performance of the Assignment receive access to such information and that employees and subcontractors coming into contact with such information are bound to follow the confidentiality that stems from these general terms and conditions.	15.1	Disputes concerning the interpretation and application of the agreement with respect to the Assignment and therewith related legal relationships with the exceptions stated below are to be resolved through arbitration according to the then current Swedish Arbitration Act.
10.2	Neither party has any obligation to observe confidentiality with respect to such information that a) is publicly available at the time of the confirmation of the Assignment; b) is known by either party prior to the other party's disclosure; or c) the party is obligated to disclose by law or other statutory regulation.	15.2	If the value of the dispute clearly does not exceed 25 times the price base amount at the date of the request for arbitration according to the Swedish Social Insurance Code (2010:110), or where the parties have not agreed otherwise, the arbitration panel is to consist of one arbitrator.
10.3	Subsections 9.1 and 9.2 are to remain in effect even after the expiry of the agreement.	15.3	However, in the event the dispute concerns an uncontested past due monetary claim, the Supplier always has the right to file a claim with the general courts.
<b>11.</b>	<b>CONTRACT TERM</b>	15.4	If nothing otherwise has been specifically agreed by the parties, Swedish law is applicable.
11.1	This Framework Agreement enters into force upon the date of the signature of the Assignment Confirmation according to subsection 2.1 and is valid during the period stated in the Assignment Confirmation.		
<b>12.</b>	<b>IMMEDIATE TERMINATION OF THE AGREEMENT</b>		
12.1	A party has the right to terminate the agreement immediately through written notification to the other party where:  a) the other party commits a material breach of the agreement		