

General Conditions for Resource Consultants Engaged in Industrial Assignments – ABRK 23

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These general conditions for resource consultants engaged in industrial assignments (ABRK 23) have been drafted by the Federation of Swedish Innovation Companies. ABRK 23 is intended to be used in assignments where the Client engaged the Consultants for business reasons to perform work under the Client's supervision and control.

1. Scope of Application

- 1.1 These general conditions are to apply where the parties have in writing or otherwise agreed thereon. In the event the parties wish to deviate from the conditions herein, such deviations must be set out in writing in order to be valid between the parties.

2. Definitions

- 2.1 The following terms have the meanings set out below unless the circumstances or context clearly indicate otherwise.

Tender

The Consultant's proposal for how and under what conditions the Consultant can execute the Assignment, including information on any proposed Resource Consultants indicating the expertise and experience of each such Resource Consultant.

Client

Purchaser of the services of a Resource Consultant.

Order

Client's acceptance of the Consultant's Tender.

Consultant

Party providing Resource Consultants for engagements.

Contract Agreements

The Contract and any attachments to the contract as well as any documents referred to in the Contract or its Attachments as concerning the Assignment.

Resource Consultant

A person engaged by the Client as a resource.

Assignment Confirmation

The Consultant's confirmation of the Client's Order.

Assignment Description

A description of the tasks that Resource Consultants are to execute, including work tasks, requirements concerning skills, experience and/or other necessary qualities to perform the Assignment.

Assignment

The Consultant's provision of the engaged Resource Consultants, as well as the subsequent execution by the Resource Consultants of the tasks to be performed according to the Assignment Description.

Modifications

Modifications as to the scope of the Assignment by amendments to the nature or scope of the work tasks.

3. Scope of the Assignment

- 3.1 The scope of the Assignment is determined by the Contract Agreements. In the event the Contract Agreements contain contradictory information, the documents are to apply in the following order, unless otherwise agreed or obvious:

- Assignment Confirmation
- Order

- Tender
- Assignment Description
- ABRK 23
- Other documents

4. The Engagement of Resource Consultants

- 4.1 The Client has the responsibility to provide adequate and accurate information in the Assignment Description about the work tasks to be performed by the Resource Consultant, as well as any requirements, for example, such as skills and experience.

- 4.2 The Client is also to state in the Assignment Description the working hours, place for the performance of the work, the timeframe of the Assignment and, where relevant, applicable collective agreements and/or other applicable local agreements, and other information that are of importance for the performance of the Assignment.

- 4.3 The Consultant is to propose such Resource Consultant(s) deemed to be appropriate for the Assignment based on that stated in the Assignment Description. Such information, as well as the extent to which the requirements laid down in the Assignment Description are fulfilled, is to be submitted in writing in the form of a Tender.

- 4.4 The Tender is also to state any other conditions for the Assignment, including but not limited to the nature and scope of the Assignment as well as its duration and the fee.

- 4.5 Based on that stated in the Tender, the Client is to submit an Order. Based on that stated in the Order, the Consultant then is to provide an Assignment Confirmation.

- 4.6 The Client is to provide written approval of the Assignment Confirmation without delay and within five (5) calendar days. If no written approval is received during this specified period, the Client is to be deemed to have accepted the Assignment Confirmation.

5. Execution and Organisation

- 5.1 The Consultant is to provide appropriate Resource Consultants for the Assignment during the period of the agreement.

- 5.2 The Consultant is to perform the Assignment professionally and with care. Resource Consultants are to comply with the working hours applicable to the corresponding personnel of the Client, and report in the agreed upon manner. Any holidays of the Resource Consultants are to be adapted to the operations of the Client, unless otherwise specifically agreed.

- 5.3 The Consultant is entitled to replace any engaged Resource Consultant after consultation with the Client.

- 5.4 The Client may request that an engaged Resource Consultant be replaced in the event that the Resource Consultant does not fulfil the Assignment Description and the deviation is not insignificant. The Consultant is to have the right to provide a suitable replacement within a reasonable period of time. If no Resource Consultants possessing the required skills can be obtained, either party may terminate the agreement with immediate effect.

5.5 Should a Resource Consultant end his/her employment with the Consultant during the Assignment for whatever reason, the Consultant may, subject to available skills, provide a suitable replacement within a reasonable time from the date the previous Resource Consultant ended his/her employment. If such skills cannot be obtained, either party may terminate the agreement with a fourteen (14) days-notice, unless otherwise agreed. The same is to apply if the Resource Consultant is ill for an extended period of time or takes statutory leave for an extended period of time.

5.6 Each party is to designate a contact person or contact persons for the Assignment. Such person(s) is to be authorised to represent the Parties with binding effect in financial and other issues related to the Assignment. The Client is also to specify who is to supervise the work for the respective Resource Consultants.

6. Information, etc.

6.1 The Client is responsible for directing the work of the Resource Consultant and for the supervision and follow-up of any work performed. The Client is to provide the Resource Consultant with written instructions on the work tasks to be performed, as well as all the necessary information required for the Resource Consultant to be able to perform the Assignment. Unless otherwise agreed, the Client is to provide a workplace and the equipment necessary for the Resource Consultant to perform the Assignment.

6.2 The Client is responsible for obtaining written approval of the Resource Consultant's overtime/extra hours from the Consultant, and in general observing the Consultant's obligations in that respect according to collective agreement or law.

6.3 The Client is responsible for respecting any obligations concerning negotiations according to law or collective agreement as concerning engaging the Resource Consultant.

6.4 The parties are without delay to inform each other of any changes in circumstances affecting the Resource Consultant's Assignment and/or working conditions.

7. Personal Data

7.1 The Parties are liable for following the applicable data protection legislation. Each party is an independent controller of personal data with respect to the Resource Consultant's personal information within the framework for the Assignment.

7.2 In the event a Resource Consultant handles personal data in the performance of the Assignment on behalf of the Client in the manner as seen in section 6.1 above, neither the Resource Consultant nor the Consultant are to be deemed as personal data assistants or controllers of personal data with respect to this treatment of data.

8. Work environment

8.1 The Client is to observe the regulations found in Chapter 3, Section 12 of the Work Environment Act (1977:1160) and accordingly inform Resource Consultants of the relevant laws and regulations, as well as the Client's own instructions, policies and procedures, relating to the operations of the Client. It is incumbent on the Client to observe the required safety precautions so that Resource Consultants do not suffer from ill health or accidents, and to provide the necessary protective equipment where appropriate.

8.2 The Consultant is entitled to visit the Client at any time, either through an authorised representative and/or safety officer, to verify that the Resource Consultant's work environment is satisfactory. In the event that the work environment is not satisfactory, the Consultant has the right to immediately suspend the Assignment and, unless corrective action is taken within ten

(10) days after written notice thereof, terminate this agreement with immediate effect. In the event that the Agreement is terminated due to evident deficiencies in the work environment, the Client is to pay compensation in an amount equal to the remuneration for the remaining agreement period, however not exceeding six-months remuneration for the Assignment. The Consultant is to take reasonable measures, however, to give the Resource Consultant other work; in which case the compensation is to be adjusted pro rata.

8.3 The Client is also to immediately inform the Consultant of any accidents or incidents affecting in general a Resource Consultant during the Assignment.

9. Modifications of the Assignment

9.1 If the Client requests a modification, the Client is to make any such request in writing to the Consultant. The Consultant may not refuse the Client's request, unless the Consultant can show reasonable grounds for such a refusal. Reasonable grounds include, among other things, that the Resource Consultant lacks the skills necessary to perform the modified work tasks, the Consultant has no Resource Consultants with the requested skills, or that the modification involves significant inconvenience to the Consultant.

9.2 The Parties are to agree in writing on the conditions for any modifications as to the scope of the Assignment, including among other things, a modified Assignment Description as well as terms for remuneration and contract times due to such a modification.

10. Fees

10.1 The Client is to pay fees to the Consultant for the engaged Resource Consultants pursuant to the agreement. Unless otherwise agreed, the Consultant's fees are hourly.

10.2 The Parties may also agree on a fixed fee or other form of fee, such as an incentive-based fee and/or bonus.

10.3 In the case of hourly fees, fees are paid for the Resource Consultant's time spent at the agreed hourly rate, and compensation for costs pursuant to section 10.9, and other costs that the Parties have specifically agreed on.

10.4 In the case of a fixed fee, the agreed remuneration is paid for the engaged Resource Consultant.

10.5 With any modification of the scope of the Assignment pursuant to section 9.1, the Consultant is entitled to an adjusted fee.

10.6 When adjusting the fixed or hourly fees pursuant to section 10.5, the parties are to apply the agreed-upon hourly rates unless otherwise agreed. In the event that an agreement on the hourly rates has not been concluded, remuneration is to be paid as per the Consultant's current price list for the services concerned, provided that the fees are reasonable.

10.7 Unless otherwise agreed, the Consultant is entitled to an annual index regulation of the agreed fixed and/or hourly fee according to the Factor Price Index for consulting services, K21.

10.8 The Consultant is entitled to remuneration for the Resource Consultant's overtime work as ordered by the Client according to that state below, unless otherwise agreed. For overtime work performed outside of normal working hours, but after 06:00 and before 20:00 on non-holiday weekdays, the agreed hourly rate as multiplied by a factor of 1.5 will be charged. Overtime work performed at other times will be charged at the agreed hourly rate multiplied by a factor of 2.0. In the case of a fixed fee, in the event that an agreement on an hourly rate has not been reached, remuneration will be paid as per the Consultant's current price list

for the services concerned provided that the fees are reasonable, and otherwise in accordance with that which is herein stated.

- 10.9 The Consultant is entitled to compensation for per diem costs, accommodation and other costs attributable to the Resource Consultant and the Assignment.
- 10.10 The Consultant has, in addition to the above stated remuneration, right to compensation for statutory value-added tax.
- 10.11 The Parties note that the Consultant has sole responsibility as employer for the Resource Consultant, meaning that, among other things, the Consultant is to pay the Resource Consultant's salary and is responsible for payment of occupational injury insurance, social security contributions, holiday pay and pensions.
- 10.12 In the event the Swedish Tax Agency or other authority finds the Resource Consultant to be an employee of the Client, the Consultant is to reimburse the Client for any incurred costs for social security contributions and pensions based on such a final decision.

11. Payment

- 11.1 Payment is to be made against a monthly invoice, no later than thirty (30) days from the invoice date.
- 11.2 In the case of hourly fees, reporting is to occur monthly. The Consultant is to specify the nature and scope of the work performed by the Resource Consultant for the time period covered by the report, including incurred costs and the total earned fees for the Assignment.
- 11.3 In the case of late payment by the Client, the Client is to pay interest at the current reference rate as set by the Swedish Central Bank plus eight (8) percentage points until full payment has been made.
- 11.4 The Consultant is entitled to cancel the Assignment in case the Client is delayed with payment and payment has not been made within fourteen (14) days after written demand.

12. Meetings

- 12.1 In the event either party so requests, the parties are to hold status-meetings that are to be documented in writing. Each Party is responsible for ensuring that an authorised person participates in such meetings.
- 12.2 The requirement of documented "in writing" is fulfilled between the parties by notes in the minutes of the meeting.

13. Rights to Use

- 13.1 All intellectual property rights created by the Resource Consultant accrue to the Client to the comparable extent that they are granted to the Consultant in its capacity as employer under law or applicable collective agreement. The Client has, however, the rights as holder for those inventions arising in connection with the Assignment only if such follows by law or applicable collective agreement.
- 13.2 The Consultant has the responsibility to ensure, through agreements with the Resource Consultants, that all rights accrue to the Client pursuant to section 13.1 above.
- 13.3 In the event the Consultant is to compensate a Resource Consultant for the transfer of intellectual property rights based on collective agreements or legislation, the Client is to compensate the Consultant for such costs. The Consultant is to consult with the Client regarding the amount of compensation.

- 13.4 Intellectual property rights held by the Consultant and/or Resource Consultants and used during the performance of the Assignment are retained by the Consultant and/or Resource Consultants.

- 13.5 Should a Resource Consultant utilise the intellectual property rights of third parties during the execution of the Assignment, the Client is responsible for ensuring that such rights are obtained and maintained during the period of the agreement and thereafter, if necessary.

- 13.6 The Consultant is not responsible for infringement of third-party intellectual property rights, unless a Resource Consultant has acted wilfully or with gross negligence.

14. Liability for Defects

- 14.1 The Client is to promptly report any defect in a Resource Consultant's performance of the Assignment to the Consultant in writing. Defects discovered after the completion of the Assignment or after the termination of this agreement are to be promptly made in writing after the Client discovers or should have discovered the defect, but no later than six (6) months after the actual execution of the work.
- 14.2 The Consultant's responsibility for defects as stated in section 14.1 above does not include defects caused by material, information or supervision provided by the Client or other matters attributable to the Client.
- 14.3 The Consultant has both the right and obligation to rectify within a reasonable time any defects for which the Consultant is responsible. The defect is to be rectified without cost to the Client if the Consultant has received remuneration for the improperly executed work. The responsibility to rectify defects is incumbent on the Consultant only if notice of defect is given within the agreed time and the rectification does not involve substantial inconvenience to the Consultant.
- 14.4 In the event a rectification does not occur, the Client has the right to a price reduction for the defect corresponding to a reasonable cost for rectification, provided that the notice of defect occurred within the agreed time.
- 14.5 The Consultant's liability for defects is limited to that stated above in this section 14 and the Client cannot make any other claims on the Consultant based on defects unless gross negligence or wilfulness exist.

15. Liability for Damages

- 15.1 Subject to the limitations below, the Consultant is liable for damages caused to the Client due to negligence in the Resource Consultant's execution of the Assignment.
- 15.2 The Consultant's total liability is to be limited to the fee for the Assignment, but with a maximum of 120 statutory price base amounts, unless otherwise agreed. The Consultant is not liable for indirect damage or loss, such as loss of profits, loss of information, or the Client's possible liability to a third party.
- 15.3 Liability for personal injury is governed by Swedish law.
- 15.4 The Consultant is not liable for damage that may be suffered by the Client due to unplanned absences, such as caused by the sickness of a Resource Consultant, or in the event a suitable replacement cannot be provided according to that stated in Sections 5.4 or 5.5. Neither is the Consultant liable for damage caused by other delays, or for materials, information, instructions, supervision or other conditions attributable to the Client.
- 15.5 In order to avoid being barred from bringing a claim for damages, the Client is to make any claim for compensation for damages in

writing at the latest three (3) months after the Client discovered or should have discovered the damage, but no later than twelve (12) months from the actual completion of the work in question.

16. Insurance

16.1 The Client is to have and maintain adequate insurance covering any engaged Resource Consultants and their work for the Client. Engaged Resource Consultants in this respect are to be considered equivalent to the Client's own employees.

16.2 The Consultant is to have the required professional indemnity insurance at least equal to the amount of liability arising from these general conditions. At the request of the Client, the Consultant is to demonstrate that such professional indemnity insurance exists.

17. Contract Period and Termination of the Assignment

17.1 This agreement is valid from the date the Assignment Confirmation is drafted and for the time period specified therein. Unless otherwise agreed, each party is entitled to terminate this agreement by giving a notice period of one (1) month.

17.2 Except as stated in sections 5.4, 5.5, 8.2 and 18.2 regarding premature termination of the Assignment, that following below is applicable.

17.3 The Consultant is entitled to terminate the agreement with immediate effect if the Client, without taking corrective action within fourteen (14) days after written request thereof, has

- a) requested that a Resource Consultant act in a non-professional manner, otherwise deviate from generally accepted practices in the industry, or violate applicable legislation, or
- b) exposed an engaged Resource Consultant to discrimination based on ethnicity, sexual orientation, disability or other discrimination in violation of applicable legislation. The Consultant has the right, after such a written notification, to without delay terminate the Assignment until the Client can demonstrate that a correction has been taken.

17.4 The agreement can also be terminated with immediate effect:

- a) if the other party has materially breached the commitments that follow from the agreement, and has not remedied the situation within thirty (30) days after written request thereof with reference to this section 17.4.
- b) if the other party is declared bankrupt, initiates debt renegotiations or is otherwise insolvent.

17.5 A notice of termination must be in writing in order to be valid.

17.6 In the event the Consultant terminates the agreement on the basis of sections 17.3 or 17.4, the Consultant is entitled to remuneration for work performed, incurred and verified costs, reasonable costs for winding up and loss of reasonable profit for such part of the Assignment that is not executed. The Consultant is also entitled to compensation from the Client for any damages paid to a Resource Consultant in cases of discrimination in violation of applicable legislation in accordance with section 17.3(b) above as well as any other costs as a consequence hereof and reasonable fees for work that would have been performed during the period in which the Assignment was interrupted according to that same section.

17.7 If the Client terminates the agreement on the basis of sections 17.4(a) or (b), the Consultant is entitled to compensation

equivalent to the value of work performed as well as for incurred and verified costs.

17.8 In the case of termination pursuant to sections 17.3 and 17.4, the Consultant is to submit work completed to the Client provided that payment has been made under this section 17.

18. Force Majeure

18.1 In the event a Party is prevented from fulfilling its obligations under this Agreement due to circumstances beyond the Party's control, such as changes in the law or government decisions, government intervention, lightning, fire, epidemic, labour disputes affecting either of the parties that were not foreseeable at the execution of the contract, or acts of violence, war or terrorist acts, this constitutes grounds for release that allows for the postponement of the date for the completion of the Assignment and relief from damages and other penalties on account of such a delay. The reservation regarding labour disputes applies even if the Party itself is the subject of or takes such an action.

18.2 In the event the performance of the Assignment to substantial parts is delayed for longer than three (3) months as a result of such circumstances as provided above, a party has the right to terminate the agreement in writing with immediate effect. Upon such termination, the Consultant is entitled to remuneration under the agreement for work performed and compensation as agreed for incurred and verified costs. Once payment has been made, the Client is entitled to the work completed to date.

19. Confidentiality

19.1 During the execution of the Assignment and for a period of three years thereafter, each party undertakes not to divulge any information to a third party about the other party that may be considered a business secret without the other party's written consent. This is always the case with respect to information that a Party has designated as confidential.

19.2 Confidentiality does not apply to such information that a Party can prove has become known to that party in ways other than through the Assignment, or information that is generally known. Confidentiality does not apply to the extent that a party is required by law or stock exchange regulations to disclose certain information.

19.3 The Consultant is responsible for ensuring that Resource Consultants are bound by a confidentiality agreement corresponding to the content of these general conditions.

20. Assignment

20.1 The agreement between the parties may not be assigned to a third party without the other party's consent.

20.2 However, the Consultant can assign the right to payment on account of the Assignment without the Client's consent.

21. Governing Law and Dispute Resolution

21.1 Swedish law is to apply to these general conditions.

21.2 Disputes are to be settled by a general court, unless the parties agree otherwise.

21.3 However, the Consultant is to always be entitled to apply to an authority for the payment of undisputed and overdue claims regarding the Assignment.