

General Terms - Partner

1 Content

1.1 These general terms include the services that Workmint provides through www.workmint.se or otherwise as agreed between the Partner and Workmint. References to “the Agreement” shall also include the order confirmation or other documents manifesting the parties’ agreement, regardless of whether they are in paper or electronic form.

2 Personal data

2.1 The Partner is responsible for the personal data (as defined in the Swedish Personal Data Act) that Workmint has received from the Partner in connection to providing services.

2.2 Partners undertake to, together with Workmint, collect consent from the candidates in connection to any personal data being transferred from the Partner to Workmint.

2.3 In the event Workmint receives an independent right to manage the candidates’ personal data, Workmint will act as data controller for such a management.

3 Privacy and publicity

3.1 Each Party undertakes not to disclose “Confidential Information” about the other Party to any third party, other than for the purpose to provide services. Confidential Information constitutes any information which is related to the Parties’ activities and which is of technical, commercial or other nature, regardless if the information is documented or not, except for:

- a) information which is publicly known or which is made public in other ways than from the breach by either Party to the privacy statement;
- b) information which either Party can prove to have knowledge of prior to receiving it from the other Party;
- c) information which either Party has received from a third party, without being bound by confidentiality in relation to the third party; and
- d) information which the Parties are required to disclose according to law or listing agreements.

In the cases referred to in items a) – c) neither Party is entitled to disclose that the same information has been received by the other Party in this Agreement.

3.2 A Party shall only use the Confidential Information about the other Party in order to meet his/her obligations or to support the cooperation in accordance with this Agreement.

3.3 The Parties shall ensure that their employees or principals do not disclose or use Confidential Information in breach of the provisions herein.

3.4 Notwithstanding the foregoing, Workmint has the right to refer to the Partner as a business partner.

4 Intellectual property rights

4.1 Except as expressly provided in this Agreement, this Agreement does not imply any concession or transfer of any intellectual property rights or other rights.

4.2 The Partner shall only use Workmint’s logo in accordance with the guidelines on www.workmint.se.

4.3 In the event Partners transfer all or parts of their candidate database to Workmint, Partners provide Workmint the right to, for an unlimited time period, use the database to offer its clients CV search or other services.

5 Payment and payment terms

5.1 All price information in the Agreement and on www.workmint.se is given in SEK and excluding VAT.

5.2 License fee

The license fee is stipulated in the Agreement. Unless otherwise specified, the license fee is paid monthly in advance. Workmint has the right to adjust the license fee in accordance with the development of the consumer price index. In addition, Workmint has the right to change the license fee by written notice to the Partner. In the case such change leads to an increased license fee, the price change will come in effect no earlier than 30 days from the time Workmint has informed the Partner thereof. The Partner has the right to terminate the agreement in the case of such an increase of the license fee with immediate effect, provided that the termination has reached Workmint before the increased license fee comes in effect. The right to terminate the agreement does not apply in the case of index adjustment as stated above.

5.3 CV Sales

The Partner is entitled to receive 50 percent of the compensation that Workmint receives for searches that are made on the Partner’s candidates. In this context the Partner’s candidates entail the candidates who the Partner has transferred to Workmint, with the exception of the candidates who are already registered in Workmint’s database. Compensation is paid for searches during the subscription period and 12 months thereafter. Compensations for CV Sales are paid quarterly, provided that the total compensation for the period exceeds SEK 2000. In other case the payment is made the following quarter.

5.4 Transaction compensation

The Partner has the possibility to apply a special transaction fee to certain candidates as indicated in the Agreement or on www.workmint.se.

6 Limitation of liability

6.1 Workmint's liability (including any price reduction pursuant to the Agreement) shall unless intent or gross negligence exists, be limited to an amount equivalent to the fees for the Services (including annual or monthly fees) during the three months preceding the breach of agreement, but not exceeding an amount of 5 times the price base amount in force at the time of the breach of agreement in accordance with the Public Insurance Act. Notwithstanding the foregoing, Workmint's liability is limited to direct losses. Compensation is not paid for loss of profits or other consequential damages. Nor is compensation paid for claims by third parties or loss of data.

6.2 The Partner may invoke sanctions only if the Partner has provided Workmint written notice of its claim within 30 days after the Partner discovered or should have discovered the basis for the claim, or in any event within 30 days after the termination of the Agreement.

6.3 This item 7 covers Workmint's full responsibility.

7 Force majeure

7.1 If a Party is prevented from fulfilling its obligations under this Agreement due to circumstances beyond its control, such as lightning, labour disputes, fire, crime by a third party, confiscation, government regulations, or failure or delay in services from a subcontractor due to circumstances here stated, this will constitute grounds for relief which involves postponing the completion of the obligations and relief from sanctions.

7.2 If the completion of the Services has been largely prevented for a period longer than 30 days due to circumstances set out in item 7.1 above, the Parties have the right to, without liability for damages, in writing terminate the Agreement with immediate effect.

8 Transfer

Parties shall not transfer or pledge their rights or obligations under this Agreement without the other Party's written consent. However, Parties are entitled, without the other Party's consent, to transfer its rights and obligations to another firm within the same corporate group (as defined in the Swedish Companies Act) as the Party. Upon such transfer, the transferor Party shall immediately in writing inform the other Party.

9 Communication

9.1 Terminations, complaints, correction requests and claims which in accordance with this Agreement shall be in writing, shall to have legal effect be sent by courier or registered letter to the other Party's address as stated in this Agreement or to such other address the Party has given written notice of and shall be deemed to be received (i) when the message has been sent by courier, the same day as dispatch, or (ii) when the message has been sent by registered letter, three days after dispatch.

Other communication that shall be made in writing under this Agreement may be made by mail, email, fax or messenger.

10 Agreement period and termination

10.1 This Agreement is valid during the period which is further specified in the Agreement.

10.2 Unless the Agreement is terminated latest within one month before the subscription period ends, the subscription period (Agreement) is extended by one year with the corresponding period of notice. A termination of the Agreement shall be in writing to be valid.

10.3 Parties are entitled to terminate the Agreement with immediate effect (i) if the other Party commits a material breach of contract and has not completed the remedy within 30 days after written request with reference to this item, or (ii) if it can be assumed that the other Party has, or in the near term will have payment difficulties if for example the other Party is declared bankrupt, starts composition proceedings, is subject to reorganisation or otherwise insolvent.

11 Applicable law and arbitration

11.1 Swedish law will apply to the Agreement.

11.2 Any dispute shall, unless a Party objects, be referred for mediation in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

11.3 If either Party objects to mediation or if the mediation is terminated the dispute shall, if the claim is less than SEK 1.000.000, be settled by arbitration in accordance with the simplified Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by a single arbitrator. If the claims exceed SEK 1.000.000 the dispute shall be settled in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

11.4 Parties shall notwithstanding this item 11 be entitled to apply to the general court or the Swedish Enforcement Authority for collection of a debt due for compensation against which the Members has not made a written complaint within 10 days from the due date.
