

General Terms and Conditions of Agreement SRF2004

General terms and conditions of agreement that regulate the relationship between The Accounting Office, referred to below as **The Office** and the customer of The Office, referred to below as **The Customer**. Together described as **Parties**.

Services

The task of The Office is to complete the services that have been agreed in a specially established description of assignment and assignment agreement, referred to below as **Services**. The established description of assignment can continuously, in writing, be expanded or its extent altered. If this occurs, the general terms and conditions of agreement also apply to these Services.

The Office should complete The Services accurately and professionally and in accordance with existing laws, recommendations and of The Association of Swedish Accounting consultants (SRF) established ethical rules. The working methods of The Office should be quality assured.

Delivery of material

The information and material The Office requires to accomplish completion of its undertakings should be delivered to The Office in sufficient time in order for The Office to complete the Services within normal working hours, observing valid time limits.

If nothing else has been agreed the material should be delivered to The Office as follows:

- Current recording (book-keeping) material at the latest 10 days after the end of the month that the accounting refers to;
- material for calculation and administration of salaries at the latest 7 days before authorisation and payment date;
- material for accounts at the latest 30 days after the end of accounts period;
- income-tax return and tax material at the latest 30 days after the end of tax year.

The Customer should carefully complete his/her part of the collaboration in accordance with the recommendations, terms and conditions of agreement and instructions of The Office.

All business transactions and supporting vouchers should be accompanied by satisfactory documentation and any coding done by The Customer should be done clearly and according to instructions of The Office. Information that can affect periodical and annual accounts, annual reports and tax assessments, but is not clearly evident from the provided accounts material, must immediately be forwarded to The Office.

Confidentiality

The Parties are required to keep each other's secret business information and other private information that has become known to the other party, strictly confidential. Contracts, procedural descriptions, minutes and other documents that have been established between The Parties are confidential.

The Parties' mutual obligation of confidentiality will remain even after the agreement of cooperation has ended. The Parties are also responsible for ensuring that their employees and external consultants observe this confidentiality code.

The agreements period of validity

The agreement is valid until further notice with two months period of notice, unless alternative arrangements have been agreed.

Changes of agreement and notice

Notice to end the agreement or other messages that are of importance to The Parties' relationship according to this agreement should be made in writing.

The right to cancel the agreement

The Office has the right to discontinue the Services if

- The Customers payments are more than 7 days in arrears;
- The Customer has failed to deliver material and information in time or in another manner has not cooperated in order for the Service to be performed as agreed;
- The Customer in another way breaks the agreement, laws, accounting recommendations and the authorities' directives, or fails to correct the error within 7 days of receiving notice in writing from The Office bringing the error to The Customers attention;
- The Customer treats the employees of The Office in an unethical or offensive manner.

The Customer has the right to cancel the agreement if

- The Office breaks the agreement and does not implement measures to correct the situation within a reasonable time.

Payments

Charge basis have been agreed between The Office and The Customer. Supplemental work and overtime work as a result of delayed or incomplete delivery of material from The Customer, work as a result of

General Terms and Conditions of Agreement SRF2004

changes in the law, authorities' decree or similar, which affect The Customers accounts, should be compensated separately and are never included in fixed prices.

If no fixed price has been agreed between The Office and The Customer, The Office's fee is calculated according to valid price list at each point in time.

The Parties' responsibility

The Customer is

- Responsible for his/her accounts and that taxes and fees are accounted and paid for in a statutory manner. The same applies to different types of permit that may be required for the type of business one is conducting;
- Obligated to ensure that the accounts material reflects the actual business transaction, and that it has been collected and saved.

The Office should

- Make its Services and its competence available to The Customer in accordance with agreements;
- When and if an error is discovered in the accounting material or in other information that is of consequence to The Customer, inform The Customer of this;
- Take responsibility for damages caused to The Customer as a result of The Office breaking the agreement, breach of duty or neglect.

The Office is responsible for its own operations only. The Office is not liable for damages as a result of The Customer supplying incomplete or incorrect information or instructions. Neither is The Office responsible for commercial decisions or decisions relating to company management if this has not explicitly been agreed between The Parties.

Outsourcing suppliers and personnel

The Parties are responsible for the performance of their outsourced suppliers and personnel. The Party should place demands on The Party with which agreement has been entered into and cannot direct demands at outsourcing suppliers or personnel unless these have entered into a separate agreement directly with The Party.

The Office's liability insurance

The office should at all times, and at its own cost, possess valid liability insurance.

If damages should occur The Customer should inform The Office in writing and provide the insurance company with the necessary information so that the nature and degree of damages can be assessed.

Recruitment

Neither of The Parties can without the other Party's agreement recruit a person who is employed with, or has been employed with The Party before six months has passed since the employment ends.

If the end of employment is a result of notice having been given by the employer, the condition in above paragraph does not apply.

Transfer of agreement

A Party can transfer its rights and obligations according to this agreement only if other Party gives its written consent to do so.

Force majeure

If a Party is prevented from fulfilling its contractual obligations due to events beyond The Party's control (force majeure), such as a strike, a work blockade, work conflict, fire or other accident, natural disaster or disruption of telephone or electrical distribution, The Party should be released from the part of its obligations in this agreement that have been affected by the event in question.

The Party should immediately inform the other Party when force majeure arises and when it ends.

Dispute

Attempts to resolve a dispute between The Parties should primarily be done through negotiation and secondarily through a court of law in the locality of The Office.

Order of priorities

If contractual documents that have been drawn up between The Parties are contradictory in their formulation, the following order of priorities should apply:

1. Individual assignment agreement
2. Annex to assignment agreements and service specification
3. These general terms and conditions of agreement