

ADECCOS SPECIAL CONDITIONS RECRUITMENT

1. SCOPE

These special conditions compose of amendments and additions to the General Terms and Conditions Recruitment Agreement (ABRE-10).

2. ASSIGNMENT EXCLUSIVITY

- 2.1 Adecco shall be the sole supplier for the Assignment.
- 2.2 The Client shall give all candidates concerning the Assignment to Adecco.

3. PAYMENT

- 3.1 An invoice fee will be charged. In case of delayed payment Adecco is entitled to compensation for payment reminders, debt recovery costs and interest according to the Statutory Interest Act. The prices do not include value added tax.
- 3.2 Concerning full recruitement processes invoiced at an agreed price, there is an obligation to pay what is left of the agreed price when the Client has agreed on an employment with a candidate. If the Assignment is terminated by the Client or Adecco, the Client is obligated to pay Adecco 60 % of the agreed price (including any start-up fee). This shall however not apply if the remuneration appears to be manifestly unreasonable. If so, the remuneration shall be calculated using 7.4 AB-RE-10.
- 3.3 Concerning calculation of time spent according to 7.4 ABRE-10, the price per hour is 1300 SEK.

4. QUALITY GUARANTEE

4.1 The quality guarantee is applicable if an Assignment is completed and the employment terminates within six months from the day when the employment contract was entered in to, due to

A. that the employed candidate has terminated the employment contract due to reasons not attributed to shortages in the working environment, discrimination or changes in the employment in relation to what the Client has declared to the candidate.

B. that the employed candidate obviously not fitted the requirements as described in the profile requirements.

If the prerequisites in A or B are met, Adecco undertakes to perform another search round free of charge, according to the agreed profile requirements (possible advertising costs are not included) or to refund 50 % of paid recruitment fee for the Assignment.

4.2 If a request to claim the quality guarantee is made, the Client at the same time, if the request is accepted, waives it's right to claim damages, ask for a refund or to make any other claim due to the Assignment in question.

5. ASSIGNMENTS IN PUBLIC SECTOR

5.1 It is important to keep on the one hand *the process* of appointing a public office, from the process of notifying one's interest for such a position. A formal application to a public office is only to be handed in to the government agency or the municipality. The government agency or the municipality is *always* obligated to itself consider the

qualifications of those who have made such an application. If Adecco receivs notifications of interest for such a position, the government agency or the municipality must afterwards perform an ordinary process in order to appoint the public office. §§ 5.2-5.5 are only applicable concerning notifications of interest.

- 5.2 If the parties agree that Adecco shall be the recipient of notifications of interest for a vacant position, Adecco may, on its own discretion and without any interference from the government agency or the municipality, make the selection of the candidates who have handed in notifications of interest.
- 5.3 The parties shall agree on a point of time when a presentation of those candidates recommended by Adecco is to be made.
- 5.4 The government agency or the municipality is only entitled to gain access to those documents and information that Adecco presents at the point of time agreed in 5.3. Hence, the government agency or the municipality is not entitled to gain access to documents and information regarding those candidates that Adecco not have recommended.
- 5.5 The parties should agree on what kind of information and documents that are to be handed out at the presentation in 5.3. If no such agreement is made, Adecco will hand out CV, personal letter and a summary of the candidate.

6. **DISPUTES ETC.**

- 6.1 Instead of 17.1-17.3 ABRE-10 6.2-6.4 shall apply.
- 6.2 Any dispute arising out this contract, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 6.3 The seat of arbitration shall be in Stockholm.
- 6.4 Concerning non-paid invoices for agreed services, Adecco is always entitled to submit claims to Stockholm District Court.
- 6.5 Amendments to the ABRE-10 and to these Special Conditions have to be in writing in order to be valid. When construing an agreement, the tender shall prevail over these conditions, which in turn shall prevail over ABRE-10.
- 6.6 If there are any discrepancies between the English and the Swedish versions, the Swedish version shall prevail.