

SPECIAL TERMS regarding RECRUITEMENT (v. 18/09)

1. Scope and Priority

These special conditions compose of amendments and additions to the General Terms and Conditions Recruitment Agreement (ABRE-10). Deviations from and amendments to these terms can be agreed. When construing an agreement, the tender shall prevail over these terms, which in turn shall prevail over ABRE-10.

2. Assignment Exclusivity

The Supplier shall, regarding full recruitment processes, be the sole supplier for the Assignment. The Client shall forward all candidates applications concerning the Assignment to the Supplier.

3. Payment etc.

3.1 Concerning full recruitment 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 the Supplier, the Client is obligated to pay the Supplier 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 in accordance with 7.4 ABRE-10.

3.2 When calculating time spent according to 7.4 ABRE-10, the price per hour is 1300 SEK.

3.3 The prices do not include value added tax.

3.4 An invoice fee will be charged. In case of delayed payment, the Supplier is entitled to compensation for payment reminders, debt recovery costs and interest according to the Statutory Interest Act.

4. Quality Guarantee

4.1 If the recruited candidate's employment contract is terminated within three months from the day when the contract was entered in to due to

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

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

the Supplier's Quality Guarantee applies.

4.2 If the prerequisites in 4.1 are met, the Supplier undertakes to perform another search round free of charge, according to the agreed profile requirements or to refund 50 % of paid recruitment fee for the Assignment. Possible advertising costs are not included in the search round.

4.3 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 the Supplier receives 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.

The following terms are only applicable concerning notifications of interest.

5.2 If the parties agree that the Supplier shall be the recipient of notifications of interest for a vacant position, the Supplier 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 the Supplier is to be made.

5.4 The government agency or the municipality is only entitled to gain access to those documents and information that the Supplier 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 the Supplier 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, the Supplier will hand out CV, personal letter and a summary of the candidate.

6. Miscellaneous

6.1 Instead of 17.1-17.3 ABRE-10 what is stated below in 6.2-6.3 shall apply.

6.2 The Parties shall be given the opportunity to meet and discuss contractual issues in a common forum. Participants are appointed with two representatives from each party. Request for a common forum can be made by either Party. If nothing else is agreed, the common forum shall take place at Haymarket at Scandic (Stockholm).

6.3 Disputes regarding contracts where these terms are applicable, shall be finally settled by Stockholm District Court as first instance. Swedish Law shall be applicable.