

General Terms and Conditions - Recruitment

Together with the Recruitment Contract, these General Terms and Conditions - Recruitment applies when Manpower provides permanent placement services for Client, unless otherwise expressly agreed between Manpower and Client.

1. Ordering and altering Assignments

- 1.1 Applying to each individual Assignment are the terms set forth in the individual Recruitment Contract, and these General Terms and Conditions Recruitment. In the event of discrepancy, priority shall be given in the above order.

2. Personnel

- 2.1 Manpower shall appoint a managing representative for the Assignment. The representative's name shall be stated in the written Recruitment Contract.
- 2.2 If Manpower's representative terminates his/her employment, gets sick or must discontinue his/her work for other reasons, Manpower shall appoint another person as the managing representative.

3. Changes in the agreed Assignments

- 3.1 Client may request changes in the Assignment, but may not demand quantitative or time-related changes to be carried out beyond what the parties could reasonably expect when the Assignment was made.
- 3.2 The Client may not alter the work tasks or conditions of the position significantly from the initial scope of work in the Recruitment Contract, without Manpower's prior written acceptance.
- 3.3 Client may not terminate a confirmed and commenced Assignment without Manpower's written approval. Cf. Clause 6.4.

4. Execution of the Assignment

An agreement for permanent placement will normally include the following tasks:

- 4.1 *Job analysis and requirement specification.* Through talks with Client, Manpower will prepare a detailed and thorough analysis of the responsibility, tasks and performance requirements.
- 4.2 *Advertisements.* Manpower shall help prepare any advertisements and provide advice on the graphical design and size of advertisements, including choice of media.
- 4.3 *Mapping and search.* In addition to processing applicants responding to web and/or newspaper advertisements, Manpower shall, through active searches, map potentially relevant candidates from its own search database.

- 4.4 *Application management.* Manpower will answer phone calls from interested candidates, receive and handle all incoming applications and send reply letters to applicants.

- 4.5 *Initial interview.* Manpower will conduct a non-binding interview with relevant candidates. The main purpose of the interview is to quality verify the candidates' CV and uncover their real motivations for the application.

- 4.6 *Testing of candidates.* Relevant candidates may undergo Manpower's testing program. All tests that are used are professionally documented, the candidate is measured against relevant norm groups and the candidate always receives thorough feedback on his/her test results. If use of tests, this must be agreed separately.

- 4.7 *In-depth interview.* Based on the initial interview and mapping, an in-depth interview is conducted, listing important and relevant aspects of the candidate's personality, motivation and attitudes.

- 4.8 *Reference check.* Manpower conducts qualitative reference checks and, if necessary, meets the references in person.

- 4.9 *Recommendation.* Manpower recommends relevant candidates for a personal presentation to the Client.

- 4.10 *Presentation of candidate(s).* Relevant candidates are presented to Client in a personal meeting. The agenda for the meeting is agreed separately with Client. If possible, Manpower recommends that the presentations are held at Client's premises. Manpower's managing representative shall take part in the meeting.

5. Responsibility

- 5.1 Manpower guarantees that the recruitment process will be executed after ISO- certified selection processes to secure qualified candidates. However, Manpower cannot guarantee that the process will generate qualified candidates for presentations to the Client.

- 5.2 The final choice of candidate is solely the Client's responsibility. Manpower is not responsible for the candidate's suitability in the position, nor the duration of employment after the employment.

6. Fee and Terms of Payment

- 6.1 The fees for the Assignment and coverage of expenses shall be stipulated in the Recruitment Contract. The following applies for the billing of recruitment associated fees and expenses.
- 40% of the agreed fee will be billed when the Assignment starts
 - 30% of the agreed fee will be billed upon presentation of candidates
 - 30% of the agreed fee will be billed at the signing of contract with the selected candidate.
- 6.2 Client shall pay invoices latest 10 days after the date of invoice.
- 6.3 In the event of delayed payment, Manpower may charge interest pursuant to the Act relating to interest on overdue payment. Collection charges shall be paid by the Client.
- 6.4 If the Client wishes to terminate the Assignment a total of 70% will be invoiced Client (additional 30% if the startup fee is already invoiced).
- 6.5 If the Client employs more candidates than Manpower has offered to one position, Client must pay the agreed amount also for additional positions. This also applies to employment for other positions at the Client and even if the candidate will apply directly for other positions with the Client during and after the hiring process.
- 6.6 Costs of production and publication on the Internet and in any other advertising must be agreed separately in connection with entering into the Recruitment Contract.

7. Rights and Duty of confidentiality

- 7.1 Proprietary right/copyright to all material used in the Assignment belongs to Manpower. Client's copying and use of documents and/or electronically stored data and software require written consent. Insofar as consent is given, all factors suited for identifying the parties must first be removed.
- 7.2 Manpower has an unconditional duty of confidentiality in regard to whatever Manpower's representatives gets knowledge of and are exposed to in their work, as well as issues related to Client's business, and to the Client's employees. This duty of confidentiality also applies after the completion of the Assignment under this Recruitment Contract.