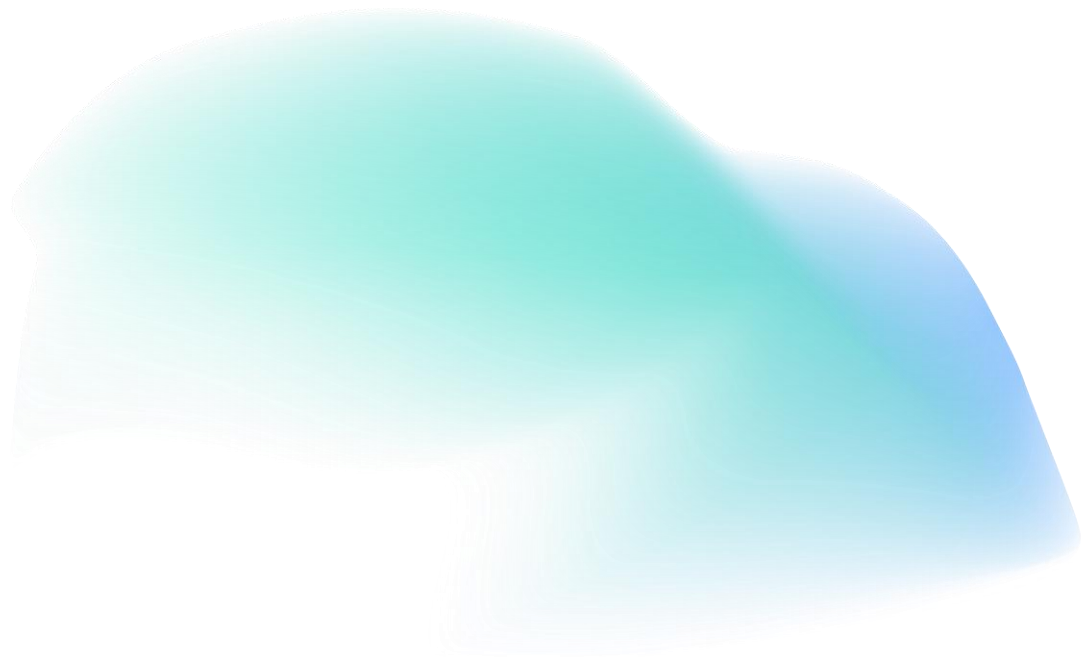


## General Terms and Conditions for Recruitment (GTC-R)



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## 1 Scope of Application

These General Terms and Conditions (GTC) apply to all recruitment transactions between the Recruitment Agency and the individual group entities of the Aveniq Group (consisting of Aveniq Ltd, Aveniq Avectris Ltd, Aveniq Comicro Ltd, Aveniq ERPsourcing Ltd, Aveniq Logicare Ltd). These GTC shall be deemed to have been accepted in full by the Recruitment Agency upon submission of a candidate dossier to Aveniq via the applicant management tool by the Recruitment Agency. Any general terms and conditions of the Recruitment Agency, including those previously agreed, are hereby expressly excluded. The current and binding version of the GTC is published online on the Aveniq website [www.aveniq.ch](http://www.aveniq.ch). A hard copy may be obtained on request. These GTC do not apply to recruitment services on a mandate basis. Such mandates are the exception at Aveniq and are subject to a subject to a separate contract.

## 2 Parties

The parties to the respective recruitment contract are the Recruitment Agency and the Aveniq Group entity for which a vacancy is to be filled ("Parties"). The responsible contact person (see sect. 5) will provide the Recruitment Agency with the necessary information upon request, at the latest for invoicing purposes.

## 3 Scope of Services and Obligations of the Recruitment Agency

The services of the Recruitment Agency include all activities related to the recruitment of personnel, i.e. the selection and recruitment of executives and specialists for permanent positions on a success basis. The Recruitment Agency has assessed the proposed candidate, who is recommended for a vacancy, at least once in a personal interview before the complete dossier (description of the candidate including salary details, copy of the CV written by the candidate, photo, all certificates, diplomas and other documents relevant to the application) is sent to Aveniq.

Additional services provided by the Recruitment Agency such as special search assignments, advertisements in print or online media, extended selection tools such as assessments, personality analyses and expert opinions, expenses incurred such as travel expenses and obtaining work permits, etc. shall only be remunerated by Aveniq subject to a separate agreement between the Recruitment Agency and Aveniq.

The Recruitment Agency guarantees that it is in possession of the following permits:

- a valid operating license for recruitment services from the cantonal employment office in accordance with the Federal Act on Recruitment and Hiring of Services (Arbeitsvermittlungsgesetz; AVG) and the Ordinance on Recruitment Services (Arbeitsvermittlungsverordnung; AVV);

and for placements to or from abroad

- a valid permit from the State Secretariat for Economic Affairs (SECO)

Recruitment services are provided on a contingency fee basis and do not give the recruitment agency exclusive placement rights. Aveniq is entitled to act independently regarding the position in question and to involve other recruitment agencies.

As long as a candidate placed by the Recruitment Agency is in an employment relationship with Aveniq that has not been terminated, the Recruitment Agency undertakes not to contact the candidate directly again in order to entice him or her away and to offer him or her another position.

Aveniq expressly reserves the right to terminate the cooperation with the Recruitment Agency without compensation and without further justification in the event of a breach of these General Terms and Conditions.

## 4 Duty of Care

The Recruitment Agency undertakes to perform the recruitment services in accordance with these GTC with the utmost care – considering any instructions given by Aveniq as well as legal requirements – and to perform professional work of good quality and to comply with the applicable professional rules. Furthermore, the Recruitment Agency undertakes to entrust only experienced and highly qualified persons with the performance of the recruitment services.

## 5 Contact Person

Contact person regarding the placement of a candidate: The primary contact person for the Recruitment Agency, both by telephone and in writing, is the HR specialist named in the Aveniq job advertisement. The Recruitment Agency submits the application file to Aveniq via an online tool using the recruiter login (registration via the HR specialist) to Aveniq. The responsible HR specialist will review the application and contact the Recruitment Agency again. Direct contact with the line manager may only be sought if that person is specifically identified as the contact person in the advertisement.

## 6 Recruitment Fee / Conditions

The recruitment fee is calculated as a percentage of the gross annual salary (fixed salary) agreed between Aveniq and the candidate placed by the Recruitment Agency for the relevant position. Aveniq distinguishes between IT & SAP profiles and corporate profiles:

IT- & SAP-Profiles
Consultants
Sales
Engineers
Supporter
Inhouse IT
Product Manager
Bid Manager
Key Account Manager

Corporate Profiles
Human Resources
Marketing & Communication
Welcome Desk
Finance & Controlling
Assistant
Legal
Facility Management
Backoffice

Any uncertainties regarding the classification of the profiles must be clarified with the responsible HR specialist before submitting the candidate's dossier.

The recruitment fee is calculated as follows:

## IT- & SAP-Profiles

Gross annual salary (fixed salary)	Recruitment Fee
up to CHF 100'000	15 %
up to CHF 150'000	18 %
up to CHF 200'000	22 %

## Corporate Profiles

Gross annual salary (fixed salary)	Recruitment Fee
up to CHF 80'000	10 %
CHF 80'000 – 100'000	12 %
CHF 100'000 – 130'000	15 %
CHF 130'000 – 150'000	17 %
CHF 150'000 – 180'000	19 %
CHF 180'000 – 200'000	20 %

One-time payments in connection with the start of the employment, such as signing bonuses, transfer payments, payments to pension funds, relocation allowances, etc. are not considered part of the fixed gross annual salary (fixed). Likewise, variable salary components as well as any bonuses, car allowance, reimbursement of the GA Travelcard, expense allowances, meal allowances, etc. are not part of the (fixed) gross annual salary. The agreed recruitment fee is always exclusive of Swiss VAT. The payment of all other taxes and other expenses or fees is the responsibility of the Recruitment Agency.

In the case of a part-time employment of 80% or less, the recruitment fee is calculated based on the corresponding part-time salary.

The recruitment fee is due for payment upon conclusion of the employment contract between the placed candidate and Aveniq with a payment period of 30 days from receipt of the invoice from the Recruitment Agency by Aveniq.

Aveniq shall only owe the Recruitment Agency a recruitment fee if an employment contract is concluded within six months of the submission of the dossier. However, this shall also apply if an employment contract is concluded within this period following an initially unsuccessful placement attempt.

## 7 Expenses

All expenses are included in the recruitment fee. Any deviation from this in exceptional cases, this must be agreed in writing in advance in each individual case (see point 2).

## 8 Refunds / Success Guarantee

The recruitment fee shall be refunded by the Recruitment Agency to Aveniq in the following cases:

- The placed candidate does not take up the position: Reimbursement of 100% of the recruitment fee by the Recruitment Agency within 30 days of receipt of the reimbursement request of Aveniq. This provision does not apply in cases where the candidate is unable to take up the position due to Aveniq's fault.
- Termination of the employment contract with the candidate within the contractually agreed probationary period (max. 3 months in Switzerland): reimbursement of the percentage according to the table below (depending on whether the termination of the employment relationship is requested by Aveniq or the candidate) by the Recruitment Agency within 30 days of receipt of the reimbursement request from Aveniq.

Month of Probationary Period	Termination by Aveniq	Termination by the candidate
1. Month	70 %	100 %
2. Month	60 %	100 %
3. Month	50 %	100 %

- In the event of a termination by Aveniq with immediate effect (i.e. without notice) within the first year of service (gross misconduct or similar reasons on the part of the candidate), the reimbursement by the Recruitment Agency shall amount to 100% of the recruitment fee, to be paid within 30 days of receipt of the reimbursement request from Aveniq.

## 9 Exclusion of a Recruitment Fee

- Until the employment contract has been signed by the candidate, Aveniq or the Recruitment Agency may withdraw from the recruitment process at any time without financial consequences, without being entitled to a recruitment fee.
- If the Recruiting Agency presents a Candidate who is already known and registered with Aveniq from another source or if a job seeker applies to Aveniq for further vacancies at Aveniq on his\*her own initiative and/or through a third party at the same time and/or after the expiry of 6 months following the unsuccessful placement attempt (see point 5), Aveniq shall not owe the Recruiter any recruitment fee for the conclusion of an employment contract with the candidate. Aveniq shall inform the Recruitment Agency of this in good time.

## 10 Confidentiality and Data Protection

All information, documents and data that are entrusted to or become known to the Recruitment Agency in connection with the performance of the recruitment business must be kept secret and may only be used in connection with the performance of the recruitment business. In particular, such information, documents and data may not be published, quoted or otherwise made available to third parties in any form by the Recruitment Agency, unless a party is obliged to do so by mandatory law.

The Recruitment Agency shall ensure that the information, documents and data made available to it or of which it becomes aware are stored, transmitted and/or used carefully and discreetly, protected against unauthorized access by third parties and, in particular, that the relevant statutory provisions regarding data protection are complied with.

The duty of confidentiality and data protection must be maintained even after the end of the collaboration.

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Information that is generally accessible is not affected by this confidentiality obligation.

Personnel dossiers handed over to Aveniq by candidates employed by Aveniq remain the unrestricted property of Aveniq.

## 11 Non-solicitation Clause

Each recruiter of the Recruitment Agency undertakes to refrain from approaching any candidate placed by the Recruitment Agency with Aveniq in order to offer them another position while they are in an employment relationship with Aveniq which has not been terminated.

The Recruitment Agency also undertakes to refrain from approaching other Aveniq employees for the purpose of job placement or to entice them away.

## 12 Liability

The Recruitment Agency shall be liable to Aveniq for any damage caused by one of its recruiters. If Aveniq is held liable for an act or omission of the Recruitment Agency and is ordered by a court to pay a sum of money, the Recruitment Agency shall indemnify Aveniq against this claim and all costs, such as attorneys' fees and court costs.

## 13 Final Provisions

### 13.1 Entire Agreement

These GTC constitute the entire agreement between the Recruitment Agency and Aveniq. In case of doubt, they take precedence over all previous agreements between the Recruitment Agency and Aveniq with respect to performance-based recruitment services.

### 13.2 Declaration of Consent

By submitting the first candidate dossier via the applicant management tool, the Recruitment Agency confirms that it has read these GTC and agrees to their content.

### 13.3 Severability Clause

Should individually provisions of these GTC not be legally effective or lose their legal effectiveness due a change of circumstances or should a gap be found in these GTC, this shall not affect the legal effectiveness of the remaining provisions. In place of the invalid



provision or to fill the gap, an appropriate provision shall apply that comes closest to what Aveniq and the Recruitment Agency would have wanted if they had considered this point.

## 13.4 Assignment of Rights and Obligations

The assignment of rights and obligations under these GTC to third parties is only possible with the prior written consent of the Recruitment Agency or Aveniq.

## 13.5 Place of Jurisdiction and Applicable Law

The place of jurisdiction for all disputes between the Recruitment Agency and Aveniq is Baden. All legal relationships between the Parties shall be governed exclusively by material Swiss law.

Baden, January 2024