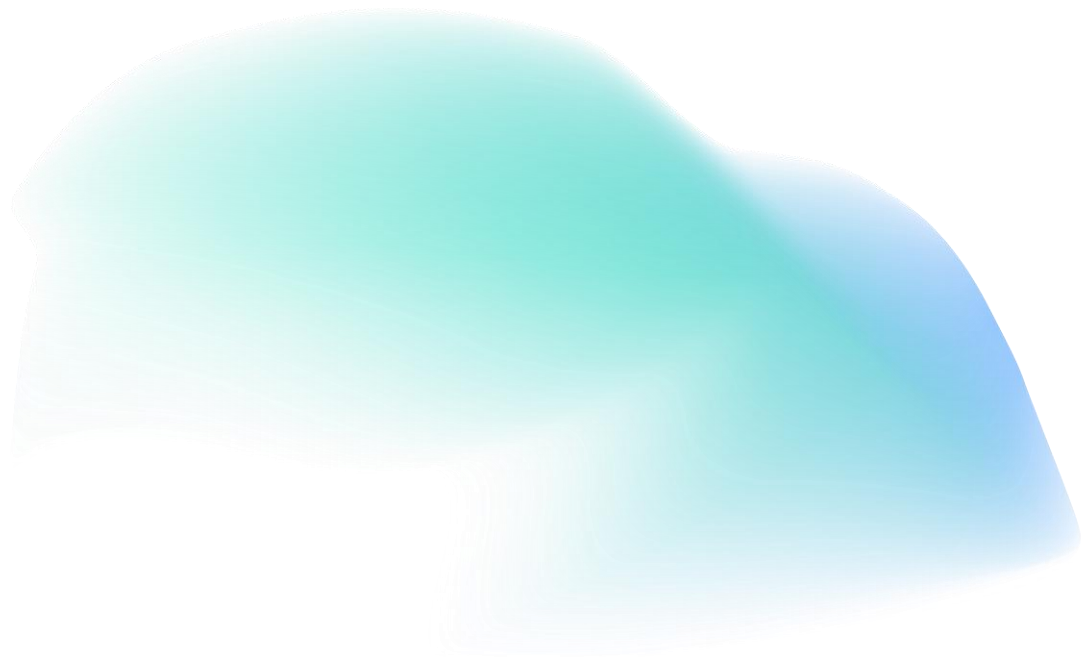


General Terms and Conditions for Recruitment (GTC-P)



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1 Scope of Application

These General Terms and Conditions (GTC) apply to all personnel placement transactions between the personnel service provider and the individual companies of the Aveniq Group (consisting of Aveniq AG, Aveniq Comicro AG, Aveniq ERPsourcing AG). With the submission of candidate dossiers to Aveniq via the applicant management tool by the personnel service provider, these GTC shall be deemed to have been accepted in full by the personnel service provider accepted. General terms and conditions of the personnel service provider, including those previously agreed, are hereby expressly excluded. The current and binding version of the GTC shall be published on the Internet at www.aveniq.ch. A hard copy can be obtained on request. These GTC do not apply to personnel placement 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 placement contract are the personnel service provider and the Aveniq Group company for which a vacancy is to be filled. The responsible contact person (see 5) will provide the personnel service provider with the necessary information on request, at the latest for invoicing purposes.

3 Scope of Services and Obligations of the Recruitment Agency

The services of the personnel service provider include all activities in connection with personnel placement, i.e. the selection and recruitment of management and specialist personnel for permanent positions on a success basis. The personnel service provider has recommended the proposed candidate 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 important for the application) is sent to Aveniq.

Additional services of the recruitment agency such as special search assignments, advertising in print or online media 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 on the condition of a separate agreement between the recruitment agency and Aveniq.

The personnel service provider guarantees that it has the following authorizations:

- a valid operating license from the cantonal employment office in accordance with the Arbeitsvermittlungsgesetz (AVG) and the Arbeitsvermittlungsverordnung (AVV) for employment services;

and for placements to or from abroad

AVENIQ

- 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 in relation to the position in question and to involve other personnel service providers.

As long as a candidate placed by the personnel service provider is in an employment relationship with Aveniq that has not been terminated, the personnel service provider undertakes not to approach the candidate again directly in order to poach him or her and offer him or her another position.

Aveniq expressly reserves the right to terminate the cooperation with the personnel service provider without compensation and without further justification in the event of violations of these terms and conditions.

4 Duty of Care

The personnel service provider undertakes to exercise the utmost care in the fulfillment of the personnel placement business in accordance with these GTC - taking into account any instructions given by Aveniq and legal requirements - and to perform professional quality work and comply with applicable professional rules. Furthermore the personnel service provider undertakes to entrust only experienced, highly qualified persons with the fulfillment of the personnel placement business.

5 Contact Person

Contact persons 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 Aveniq's job advertisement. The recruitment agency submits the application dossier via an online tool using the recruiter login (registration via HR specialist) to Aveniq. The responsible HR specialist will review the application and contact the recruitment agency again. Direct contact with the person responsible may only be sought if this person is explicitly mentioned in the advertisement as the person to contact.

6 Agency Fee/Conditions

The placement fee is calculated as a percentage of the gross annual salary (fixed salary), agreed between Aveniq and the candidate placed by the recruitment agency in the corresponding employment contract between Aveniq and the candidate placed by the recruitment agency. 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 responsible HR specialist before submission of the candidate dossier.

The placement fee is calculated as follows:

IT- & SAP-Profiles

Gross annual salary (fixed salary)	Agency 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)	Agency 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-off payments in connection with taking up employment, such as joining bonuses, transfer payments, payments to pension funds, relocation allowances, etc. are not considered part of the fixed gross annual salary (fixed). Also not part of the (fixed) are variable salary components as well as any bonuses, car allowance, remuneration for general subscriptions, expense allowances, meal allowances, etc. The agreed placement fee is always exclusive of Swiss VAT. The payment of all other taxes and other expenses or fees is the responsibility of the personnel service provider.

For a part-time workload of 80% or less, the placement fee is based on the corresponding part-time salary.

The placement 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 personnel service provider by Aveniq.

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

7 Expenses

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

8 Repayments / Success Guarantee

The placement fee shall be reimbursed by the personnel service provider to Aveniq in the following cases:

- Placed candidate does not take up the position: Reimbursement by the personnel service provider of 100% of the placement fee within 30 days of receipt of Aveniq's reimbursement notice. 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 trial 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 personnel service provider within 30 days of receipt of Aveniq's reimbursement notice.

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

- In the event of termination without notice by Aveniq within the 1st year of service (gross misconduct or similar reasons caused by the candidate), the reimbursement by the personnel service provider shall amount to 100% of the placement fee, to be paid within 30 days of receipt of Aveniq's reimbursement notice.

9 Exclusion of an Agency Fee

- Until the employment contract is signed by the candidate, Aveniq or the personnel service provider may withdraw from the recruitment business at any time without financial consequences, in particular without being entitled to a placement fee.
- If the Recruiter presents a Candidate who is already known and registered to Aveniq from another source or if a job seeker applies for further vacancies at Aveniq on his 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 placement fee for the conclusion of an employment contract with the Candidate. Aveniq shall notify the recruitment agency of this in good time.

10 Confidentiality and Data Protection

All information, documents and data which are entrusted to or become known to the personnel service provider in connection with the fulfillment of the personnel placement business must be kept secret and may only be used in the context of the fulfillment of the personnel placement business. In particular, such information, documents and data may not be published, quoted or otherwise made accessible to third parties in any form by the personnel service provider, unless a party is obliged to do so under mandatory law.

The personnel service provider 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 relating to data protection are complied with.

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

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

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

11 Non-solicitation Clause

The Recruiter undertakes not to directly approach any Candidates placed by it with Aveniq again in order to offer them another position as long as they are in an employment relationship with Aveniq that has not been terminated.

The personnel service provider also undertakes not to approach other Aveniq employees for the purpose of job placement or to entice them away.

12 Liability

The Personnel Service Provider shall be liable to Aveniq for any damage it causes. If Aveniq is held liable for an act or omission of the Personnel Service Provider and is required by a court to pay a sum of money, the Personnel Service Provider shall indemnify Aveniq against this claim and all costs such as legal fees and court costs.

13 Final provisions

13.1 Complete Agreement

These GTC constitute the entire agreement between the personnel service provider and Aveniq. In case of doubt, they take precedence over all previous agreements between the personnel service provider and Aveniq in the area of performance-based personnel placement.

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 individual provisions of these GTC not be legally effective or lose their legal effectiveness due to a later circumstance or should a loophole 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 personnel service provider would have wanted if they had considered this point.

13.4 Assignability

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

13.5 Place of Jurisdiction and applicable Law

The place of jurisdiction for all disputes between the personnel service provider and Aveniq is Baden. All legal relationships between the parties shall be governed exclusively by Swiss law.

Baden, January 2024