

GENERAL TERMS AND CONDITIONS (GTC) OF KOMAX FOR PERSONNEL PLACEMENT

1 Area of application

These General Terms and Conditions (GTC) govern the terms applicable to the placement of candidates (hereinafter referred to as 'candidates') by recruiters with **Komax Ltd. and Komax Management Ltd.** (hereinafter referred to as 'Komax') in Switzerland.

Deviations from these General Terms and Conditions require the written consent of Komax. The currently valid version of these General Terms and Conditions is accessible on our website (www.komaxgroup.com). Any terms and conditions of the recruiter shall not apply.

2 Range of services and duties of the recruiter

The recruiter carries out a preliminary selection of management and specialist personnel for permanent positions on behalf of Komax. The recruiter is obliged to examine the proposed candidates in a personal interview to determine their suitability for the advertised position before sending a complete dossier to Komax. The recruiter will only send candidate dossiers to Komax if, to the best of his knowledge, he believes that the candidate to be placed is suitable for the position to be filled. The services of the recruiter include in particular:

- description of the candidate, summary of the interview, and references
- compilation of the curriculum vitae written by the candidate
- salary expectations and availability
- all job references
- all training diplomas
- other documents relevant to the application
- organization of appointments between candidates and Komax
- individual rejection letters to candidates

Additional services of the recruiter such as advertisements in print or online media, assessments, aptitude tests, and personality analyses as well as travel expenses will only be remunerated by Komax if they have been agreed upon in writing.

The recruiter confirms to have an operating license from the cantonal employment office or the State Secretariat for Economic Affairs (SECO).

Komax may also independently search for personnel and/or engage other recruiters at any time in relation to the position in question. The recruiter does not have an exclusive right of placement.

Komax is entitled to withdraw from the placement contract at any time without stating any reasons.

The recruiter undertakes to exercise the greatest care in the performance of the recruitment service in accordance with these General Terms and Conditions, taking into account any instructions issued by Komax and any statutory requirements. The recruiter undertakes to perform professional quality work in the recruitment process and to comply with applicable professional regulations. Furthermore, the recruiter undertakes to entrust only experienced, highly qualified persons with the performance of the mandate.

Both the recruiter and Komax undertake to comply in their area of responsibility with the applicable data protection legislation and with the internal Komax guidelines on data protection and data security submitted under this contract and agreed for application. Both parties shall collect, process, and use data on the positions to be filled and on job seekers only to the extent that this is necessary for the lawful performance of the contract. Personnel files of job seekers, except for the file of the hired candidate, remain the property of the recruiter or the job seeker. Jobseekers' dossiers may only be disclosed with the consent of the person concerned. Archiving of data after completion of the recruitment activity is also only permitted with the written consent of the persons concerned, which may be revoked at any time.

3 Placement fee

Komax shall only owe the placement fee to the recruitment agency if the employment contract is signed between Komax and the candidate presented by the recruitment agency for the advertised position. Komax shall notify the recruiter of the conclusion of the employment contract in writing without delay.

No placement fee is owed if

- Komax informs the recruiter in writing (by e-mail or letter), usually within ten working days of receipt of the candidate dossier, that the candidate presented is already known to Komax;
- a candidate has already applied for this position himself/herself or is currently applying for a different position at Komax than the one for which the recruiter recommended him/her;
- a candidate is recommended by another recruiter for this or another position at Komax than the one for which the first recruiter recommended him/her, whereas the date of receipt of the application dossier from the respective recruiter is decisive; or
- a candidate has been rejected by Komax and is nevertheless employed by Komax in the same or another position after a minimum of nine months.

The placement fee is calculated as a percentage of the gross basic annual salary (including the 13th month's salary) agreed between Komax and the candidate recommended by the recruiter. The gross basic annual salary does not include one-off payments in connection with the change of job, such as entry bonuses, transfer payments, payments to pension funds, relocation allowances, etc. or variable salary components such as profit-sharing, bonuses, premiums, expense allowances, meal allowances, child allowances, shift, hazard or on-call allowances or similar.

The following placement fees (excl. VAT) apply:

Gross basic annual salary (fix, 100 % work load)	rate
• up to CHF 80,000	12%
• up to CHF 100,000	15%
• up to CHF 150,000	18%
• up to CHF 200,000	20%
• more than CHF 200,000	22%

In the case of part-time contracts, the relevant agency fee is determined based on the gross basic annual salary (including the 13th month's salary) under the hypothetical assumption of full-time employment.

The placement fee plus VAT covers all services (including expenses) of the recruiter. Payment of other taxes as well as other expenses is the responsibility of the recruiter.

The claim to the placement fee arises upon the conclusion of the contract between the candidate and Komax. The recruiter invoices Komax for the placement fee with a payment deadline of 30 days.

These General Terms and Conditions shall not apply to the placement of personnel on a mandate basis, for which Komax concludes an exclusive contract with the recruiter, or to the placement of temporary employees.

4 Guarantee of success and refund of the placement fee

The placement fee must be refunded by the recruiter to Komax within 30 days of notification of termination of the employment relationship between Komax and the candidate or in case of a failure to commence work in the following cases:

- 1) Placed candidate fails to commence his/her employment: refund of 100% of the placement fee paid unless the candidate does not take up the position due to a fault on the part of Komax.
- 2) Termination of the employment contract within the contractually agreed probationary period: refund of 50% of the paid placement fee regardless of who cancels the contract.
- 3) In the event of termination without notice by Komax within six months of taking up the position: reimbursement of 100% of the placement fee paid.
- 4) Termination of the employment contract within 12 months after the conclusion of the contract if the employment would not have taken place due to disclosing information that was known to the recruiter or should have been known to the recruiter with careful clarification: refund of 100% of the paid recruitment fee.

