

GENERAL TERMS AND CONDITIONS FOR THE ASSIGNMENT OF AN EMPLOYEE TO A HOST COMPANY - ROBERT WALTERS SWITZERLAND SA -

1. Scope of this Agreement

- 1.1 These general terms and conditions form the basis of all agreements between ROBERT WALTERS SWITZERLAND SA and the HOST COMPANY to which the services of staff (referred to hereafter as "employee") are provided on a temporary basis. They are legally effective when a written contract is signed between ROBERT WALTERS SWITZERLAND SA and an employee, by which the latter undertakes to provide defined services (assignment contract) and they are an integral part of each service contract entered into between ROBERT WALTERS SWITZERLAND SA and the HOST COMPANY after discussion of the details of the assignment.
- 1.2 In the event of contradiction between the service contract and these general terms and conditions, the stipulations of the service contract prevail, unless the service contract expressly stipulates that these general terms and conditions have priority.
- 1.3 A HOST COMPANY is considered to be any client of ROBERT WALTERS SWITZERLAND SA, regardless of its legal form. Furthermore, ROBERT WALTERS SWITZERLAND SA considers that all persons presenting themselves and acting in the name of the HOST COMPANY have ad hoc powers or are acting as a commercial representative.

2. Relationship between Robert Walters Switzerland SA and the employee

- 2.1 The employee assigned to the HOST COMPANY has signed a contract with ROBERT WALTERS SWITZERLAND SA detailing his/her rights and obligations with respect to ROBERT WALTERS SWITZERLAND SA and the HOST COMPANY.
- 2.2 Salaries, holiday pay and public holiday pay are paid ROBERT WALTERS SWITZERLAND SA. All social security contributions, such as AVS, AI, APG, AC, AA, LPP, child benefit, etc., are also paid by ROBERT WALTERS SWITZERLAND SA.
- 2.3 The HOST COMPANY must at all times deal directly with ROBERT WALTERS SWITZERLAND SA for any question relating to the relationship between the employee and ROBERT WALTERS SWITZERLAND SA.

3. The Assignment

- 3.1 The HOST COMPANY shall have the sole authority to issue directives towards the assigned employee and it shall ensure compliance with the statutory provisions regarding work safety and health protection.
- 3.2 The HOST COMPANY undertakes to verify at the start of the assignment whether the employee has the professional abilities required, meets the requirements and is capable of performing the tasks he or she is given.
- 3.3 The HOST COMPANY explains to the employee how to use the appliances, machines and equipment provided to carry out the work concerned and supervises the handling of same; it encourages the employee to respect the safety standards applicable.
- 3.4 Furthermore, the HOST COMPANY undertakes to take all necessary measures in relation to the health and safety of the employee, and respect the legislation applicable and the SUVA directives, particularly in relation to the prevention of occupational accidents and illness.

4. Changes in Assignment

- 4.1 If the HOST COMPANY changes the place of work, working hours or activity agreed during the assignment, it is required to inform ROBERT WALTERS SWITZERLAND SA immediately and in detail. In the absence of a specific agreement between the HOST COMPANY and ROBERT WALTERS SWITZERLAND SA, the employee cannot be required to provide services that are hazardous to the life or safety of third parties or himself or perform tasks associated with specific risks.

5. Extra Work

- 5.1 The HOST COMPANY is required to comply with the provisions stipulated by employment legislation in relation to extra work. Extra work includes any work exceeding the maximum working hours set by the Working Act. Payment for extra work (wage supplement of 25%) is calculated on the basis of the legal clauses and invoiced in addition to the client rate in accordance with the service contract.

6. Overtime

- 6.1 Overtime is considered to be working hours worked in addition to the contractually agreed working hours. Unless stipulated otherwise, overtime is paid by a supplement of 25% on the client rate in accordance with the service contract. Overtime worked on Sundays or public holidays is charged at the rate of the statutory supplement.

7. Liability

- 7.1 The employee has been carefully selected by ROBERT WALTERS SWITZERLAND SA and receives the employer's trust. ROBERT WALTERS SWITZERLAND SA is only liable for the correct selection of the assigned employee.
- 7.2 ROBERT WALTERS SWITZERLAND SA is not liable for the instruction regarding the performance of work of the employee, the supervising of the work of the employee, the result of work and the performance of the employee and for damages which the employee causes towards the HOST COMPANY or third parties.

8. Termination

- 8.1 The employee's assignment is terminated at the end of the fixed period. Each contracting party can terminate the contract subject to the following notice:
- seven days during the first three months of the assignment;
 - one month (being effective as of the same day of the following month) from the fourth month of the assignment.
- 8.2 Any other clause must have been stipulated in the service contract to be accepted and shall remain expressly reserved.

9. Activity Reports

- 9.1 By approving activity reports or other records, the HOST COMPANY recognises the accuracy of the information contained therein. Overtime and extra work must be mentioned separately, with the corresponding supplement expressed as a percentage. Activity reports form the basis of invoicing. They are firm and cannot be contested. Activity reports are considered to be a recognition of debt as per art. 82 LP.

10. Invoicing

- 10.1 Services are invoiced per month on the basis of signed activity reports or any other record of the same value. ROBERT WALTERS SWITZERLAND SA or its principal office Robert Walters Switzerland AG can issue weekly invoices provided it has informed the HOST COMPANY in advance. The amount of the invoice includes all hours of work, social benefits, expenses and associated payments; value added tax (VAT) is invoiced in addition.
- 10.2 The amount of the invoice is payable net without discount within seven (7) days after notification of the invoice. In the case of no-tice, default interest is charged at five per cent per year.
- 10.3 Any query concerning the invoice must be made within a period of ten days from the date of its reception. At the end of this period, the invoice will be deemed to be accepted and no deduction will be allowed.

11. Adjustment of Prices

- 11.1 ROBERT WALTERS SWITZERLAND SA reserves the right to adjust the prices specified in the service contract according to changes in the economic climate. The notice period for such adjustments corresponds to the notice periods for termination. Daily expenses are always dependent on local conditions. All other provisions according to collective employment agreements are expressly reserved.

12. Governing Law

- 12.1 This service contract shall be construed in accordance with and governed by Swiss law under exclusion of the conflict of laws (IPR).

13. Jurisdiction

- 13.1 In the event of a dispute between the HOST COMPANY and ROBERT WALTERS SWITZERLAND SA in relation to the interpretation or application of these general terms and conditions and/or the service contract, the place of jurisdiction is the address of the ROBERT WALTERS SWITZERLAND SA branch offering the services of the employee. ROBERT WALTERS SWITZERLAND SA expressly reserves the right to refer to the competent court of the address or head office of the HOST COMPANY.
- 13.2 All contracts are governed by Swiss law.