

TERMS AND CONDITIONS OF BUSINESS FOR TEMPORARY ASSIGNMENTS

- ROBERT WALTERS SWITZERLAND AG -

ROBERT WALTERS

1. Scope of this Agreement

- 1.1 These Terms and Conditions shall apply to:
 - a. any Business proposed or undertaken by RW for the Client; and
 - b. the Assignment, engagement or employment or other use by the Client of a Temporary Worker Introduced by RW.
- 1.2 In the absence of written confirmation, the use by the Client of any CV (or the details therein) provided by RW or the employment or engagement in any capacity, of any Temporary Worker Introduced by RW will constitute acceptance by the Client of these Terms and Conditions.
- 1.3 These Terms and Conditions together with any documents referred to within them shall constitute the entire agreement between the Parties in relation to the Business, Assignment and/or the employment, engagement or other use by the Client of a Temporary Worker Introduced by RW to the exclusion of all other agreements including any other terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the Business.

2. The Temporary Worker

- 2.1 RW shall use reasonable skill and care in the sourcing and Introduction of any Temporary Worker to the Client.
- 2.2 The Client shall provide RW with details of the particular Assignment, including the anticipated Pay Rate, Assignment description and any other information reasonably necessary to enable RW to assess the suitability of a Temporary Worker for that Assignment.
- 2.3 RW shall confirm that a Temporary Worker has the right to work in Switzerland, however insofar as a Temporary Worker or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Temporary Worker, RW provides no warranty or representation as to the accuracy of such information and RW will not be liable to the Client for any loss (including direct loss, indirect or consequential loss, loss of profit, loss of anticipated revenue, loss of reputation or regulatory fines) or damage, nor shall RW bear any responsibility for any Client legal costs and expenses associated with such matters, whether arising directly or indirectly, as a result of such inaccurate or misleading information and the Client acknowledges that it is their sole responsibility and obligation undertake its own investigations to verify any information provided in respect of that Temporary Worker and ensure that the same is accurate and correct.
- 2.4 RW gives no representation or warranty that any Temporary Worker is or will be willing and/or available to accept any Assignment.
- 2.5 The Client acknowledges that the final decision to engage the Temporary Worker on an Assignment rests with the Client.
- 2.6 RW will enter into a contract with the Temporary Worker which will detail his/her obligations with respect to RW and the Client.
- 2.7 The Client acknowledges that they must at all times deal directly with RW in relation to any questions concerning the relationship between RW and the Temporary Worker.

3. The Assignment

- 3.1 Temporary Workers are under the supervision, direction and control of the Client through out the Assignment. RW will not be liable for any and all losses, including direct losses, indirect or consequential losses, loss of profit, loss of actual or anticipated savings, loss of anticipated revenue, loss of reputation or regulatory fines, liabilities, costs and expenses (including legal costs and expenses) incurred by the Client arising from the Temporary Worker's acts or omissions including their acts or omissions in the performance of their Assignment.
- 3.2 The Client will make RW and the Temporary Worker aware of any security and/or health and safety requirements which RW's staff and/or the Temporary Worker must observe whilst at the Client's premises and also make the Temporary Worker aware of applicable legislation and the Swiss National Accident Insurance Fund ("SUVA") directives, particularly in relation to the prevention of occupational accidents and illness.
- 3.3 The Client will explain to the Temporary Worker how to use the appliances, machines and equipment provided to carry out the work concerned and supervises the handling of same. The Client will advise the Temporary Worker to respect the applicable safety standards.
- 3.4 The Client shall maintain a written or electronic record of the times worked by each Temporary Worker (a "Timesheet"). The Timesheet shall be provided to RW periodically (which shall be weekly unless otherwise agreed). The approval of a Timesheet by the Client is irrevocable and shall entitle RW to the appropriate Fees. Any Timesheet which is undisputed yet unapproved for a period of 7 or more days shall be deemed approved. By approving Timesheets, the Client recognises the accuracy of the information contained therein. Overtime ("Überstunden") and extra work ("Überzeit") must be mentioned separately, with the corresponding supplement (if any) expressed as a percentage. Timesheets form the basis of invoicing and are firm and cannot be contested. Timesheets are considered to be a recognition of debt as per art. 82 of the Swiss Federal Law on Debt Collection and Bankruptcy.
- 3.5 The Client is required to obtain the prior written consent, in the form of a written agreement, of RW if the Client intends to change the place of work, place of assembly, working hours or activity agreed of the Temporary Worker during the Assignment. In the absence of a specific agreement between the Client and RW, the Temporary Worker cannot be required to use machines that are hazardous to the life or safety of third parties or him-/herself or perform tasks associated with specific risks.

- 3.6 RW shall be responsible for the payment of the contracted fees of the Temporary Worker and will be responsible for payment of holiday pay, public holiday pay, social security contributions, such as to old-age, survivors and invalidity, income compensation insurance, unemployment insurance and child benefit, etc. It is acknowledged that the Client shall have no direct liability to the Temporary Worker in such regard.
- 3.7 The Client is required to comply with the provisions stipulated under Swiss employment legislation in relation to extra work ("Überzeit"). Extra work includes any work exceeding the maximum working hours set by the Working Act. Payment for extra work (a wage supplement of 25%) is calculated in accordance with statute and invoiced in addition to the Assignment Fees in accordance with the Service Contract. Extra time worked at night, on Sundays or public holidays is charged at the rate provided of the statutory supplement.
- 3.8 Overtime is considered to be working hours worked in addition to the contractually agreed working hours. For any Temporary Workers not subject to the CBA, the compensation for overtime shall be excluded in the contracts for service entered into between RW and the Temporary Worker to the extent legally possible. For Temporary Workers who are subject to the CBA, any overtime worked by any Temporary Worker needs to be submitted by that Temporary Worker to the Client for written approval on a weekly basis and reported by the Client to RW on each Timesheet. Unless stipulated otherwise, overtime is payable at a supplemental rate of 25% of the Pay Rate. Overtime worked by Temporary Workers in the evenings, on Sundays or public holidays is charged at the rate of the statutory supplement as set out in the Working Act.
- 3.9 Unless otherwise agreed in writing between the Parties, either Party may terminate an Assignment by giving the other Party written notice of:
 - a. seven days during the first three months of an Assignment; or
 - b. one month after the first three months of an Assignment.

4. Fees

- 4.1 The Client shall pay both the Assignment Fees (which are RW's fees for the provision of its services) and the Pay Rate (which are the sums attributable to Temporary Workers' pay and the social security contributions of RW).
- 4.2 The fees due under clause 4.1 shall be either: (i) the Assignment Fees worked out using the Calculation applying the applicable % and the Pay Rate as set out in the Fee Schedule; or (ii) the combined Assignment Fees and Pay Rate expressed as an overall daily or hourly rate. In either case, any agreement between the Parties on fees shall be confirmed by RW in writing (including by email) as a Fee Schedule.
- 4.3 Assignment Fees and Pay Rate are exclusive of any Value Added Tax which shall be charged by RW at the prevailing rate.
- 4.4 Where there is any increase in the Pay Rate which is agreed between the Client and RW or the Client and the Temporary Worker, RW shall receive the corresponding increase in Assignment Fees from when the increase applies. Where RW requests an increase in the Pay Rate on behalf of the Temporary Worker and the Client does not agree to such increase, then notwithstanding anything else which is agreed between the Parties, RW may provide the statutory minimum amount of notice required (dependent on the duration of Assignment for that Temporary Worker) in writing to terminate the affected Assignment(s).

5. Direct Engagement of Temporary Workers by the Client

If the Client Directly Engages any Temporary Worker during their Assignment or within thirteen (13) weeks of the end date of their Assignment, RW may request that the Client pays RW the Transfer Fee.

6. Additional Costs

RW shall be entitled to any Additional Costs. Unless stated otherwise, Additional Costs will only be incurred by or with the Client's approval and be charged at rates agreed between the Parties in writing. Such Additional Costs will be payable by the Client, even if the Assignment to which such Additional Costs are attributable is not secured.

7. Time For Payment

- 7.1 The Client shall pay all RW invoices in full, within seven (7) days of the date of an RW invoice without any right of set off. The invoice will include in relation to each Temporary Worker; all hours of work, social benefits, expenses and associated payments, as well as any fees for use of tools. value added tax (VAT) will be invoiced in addition.
- 7.2 Except as otherwise agreed in writing between the Parties, all Fees shall be invoiced following the approval of the applicable Timesheet. RW shall be entitled to invoice any and all Additional Costs immediately after they have been incurred by RW.
- 7.3 The Client is deemed to have accepted an RW invoice if no dispute is raised in respect of the same, within seven (7) days of the date of such invoice. All disputes shall be dealt with promptly, in good faith and escalated to the appropriate levels within RW. For the avoidance of doubt, no disputed payment shall permit the Client any right of set off against future invoices or permit the Client to fail to discharge any other RW invoice issued pursuant to these Terms and Conditions.
- 7.4 Any third party costs and/or expenses (including legal fees and other professional fees) incurred by RW in recovering amounts overdue pursuant to these Terms and Conditions shall be payable by the Client.

8. Confidentiality and Data Protection

- 8.1 Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party, in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause. Any CVs or details of the Temporary Worker provided to the Client by RW shall remain the confidential information of RW.

8.2 Both Parties shall comply with its obligations in respect of the privacy of data as more particularly set out in the Swiss Federal Data Protection Act and the Swiss Federal Data Protection Ordinance and as applicable Data Protection Legislation. The Client shall indemnify RW against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by RW arising out of or in connection with any third party claims (including those of Temporary Workers) caused by the misuse of a Temporary Worker's personal data by the Client or its Subsidiaries, or the employees, directors, agents or contractors of each.

9. Applicability of the CBA

Some of the contracts for services between Temporary Workers and RW are subject to the Collective Employment Contract for Assignment (Gesamtarbeitsvertrag für den Personalverleih) concluded on March 17, 2009 and July 15, 2011 between Swisstaffing and Unia, Syna, KV Schweiz and Angestellte Schweiz (or as otherwise updated from time to time) (the "CBA"). The CBA is not applicable for Temporary Workers with a salary which exceeds the maximally insured income according to the SUVA (currently CHF 148,200 per year).

10. Law and Jurisdiction

10.1 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of Zurich, Switzerland.

10.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland.

11. General

11.1 Unless otherwise notified to the contrary by the Client in writing to RW, the Client hereby provides RW with its consent to use and reproduce the Client's name, logo and trade marks within advertising for the Assignment and for RW's general promotional literature (whether online or in print) provided always that RW shall not change or otherwise amend the Client's name, logo or trademark without the Client's prior written consent. Nothing in this provision shall create any rights of ownership (whether registrable or not) in favour of RW over the intellectual property of the Client.

11.2 Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss, loss of profits, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.

11.3 Subject to the extent that a liability cannot be lawfully excluded or limited, the maximum liability of each Party to the other in respect of any Assignment shall be limited to one hundred and twenty percent (120%) of the Assignment Fees which are payable.

11.4 The Client will not during the course of RW's engagement and for a period of twelve (12) months thereafter (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or try to induce, entice or solicit away from RW any individual who is an employee, director or consultant of RW. If the Client employs or engages any person in breach of this provision, the Client shall pay to RW on demand the sum equivalent to fifty percent (50%) of the Salary Package of such person. The Parties agree that this is a genuine pre-estimate of loss.

11.5 If any clause is held by a court of competent jurisdiction to be illegal or unenforceable, that part will be severed from all other terms without affecting the validity or enforceability of all other provisions of these Terms and Conditions.

11.6 If a Party is prevented in the performance of its obligations under these Terms and Conditions by circumstances that are beyond the control of that Party (acting reasonably) then that Party will not be liable for what would otherwise have been a breach of its obligations under these Terms and Conditions.

11.7 No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment of any clause will be effective unless confirmed in writing to the other Party and in the case of RW, by a director of RW.

11.8 Those clauses which, by their nature, are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.

11.9 A person who is not a Party to these Terms and Conditions has no right to benefit from or enforce any term of these Terms and Conditions.

11.10 Any variation to these Terms and Conditions, including the attempted introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised signatory of RW (unless these Terms and Conditions expressly provide to the contrary).

Definitions and Interpretation

In these Terms and Conditions, the following words shall have the following meanings unless the context dictates otherwise.

"**Additional Costs**" shall for example mean any advertising campaign, additional pre-employment screening requirements or the like for a specific Assignment or any other agreed supplementary charges.

"**Assignment**" means the temporary role performed (or to be performed) by a Temporary Worker for the Client.

"**Assignment Fees**" means the fees due to RW in relation to a specific Assignment calculated in accordance with clause 4.2.

"**Business**" means work performed by RW in relation to the sourcing of Temporary Workers including, RW providing CVs (solicited or unsolicited), RW receiving instructions from the Client for an Assignment, long/short listing of Temporary Workers, Introducing a Temporary Worker, RW's arrangement of or conducting interviews with Temporary Workers or any other act either directly or indirectly relating to the sourcing or supply of a Temporary Worker.

"**Calculation**" means $\text{Pay Rate} \times (1 \div (1 - \text{the applicable \% expressed as a decimal}))$.

"**Client**" means you or your ultimate holding company and all of its subsidiaries.

"**Data Protection Legislation**" means the European Union's General Data Protection Regulation (2016/679) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority.

"**Directly Engages**" means where any Temporary Worker Introduced to the Client is: (i) employed directly by the Client (either on a fixed term basis or on a contract of indefinite duration); (ii) engaged by a third party for the benefit of the Client; or (iii) engaged directly by the Client on a temporary contract for service. The term "Direct Engagement" and "Directly Engaged" shall have the corresponding meaning.

"**Fees**" means Assignment Fees and Pay Rate.

"**Fee Schedule**" means any document or written (including electronic) confirmation of the fees as agreed between the Parties.

"**Introduced**" means the communicating (through whatever medium) of a Temporary Worker's CV, a long or short list of Temporary Workers and/or details of a Temporary Worker by RW to the Client or any other verbal or written communication between RW and the Client that enables the Temporary Worker to be identified and "Introduction" and "Introduce" shall be construed accordingly.

"**Parties**" means collectively RW and the Client and each individually shall be referred to as a "Party".

"**Pay Rate**" means the hourly or daily rate of gross pay agreed between RW and the Temporary Worker for any Assignment and any other applicable benefits for which there is a cash equivalent paid to the Temporary Worker, overtime, extra work ("Überzeit"), profit share, commission, bonus, living allowances, travel allowances, overseas allowances and joining inducements ("Pay"); together with all social security contributions including AHV (Old-age and surviving dependents insurance)/IV (Disability insurance)/EO (Wage compensation), ALV (Unemployment insurance), UV (Accidence insurance) and KTG (daily allowance insurance). If applicable, the Pay Rate will be inclusive of vacation pay due in accordance with the CBA.

"**RW**" means Robert Walters Switzerland AG, a company incorporated under the laws of Switzerland with registered number CH-020.3.033.164-5, whose registered office is at Claridenstrasse 41-43, 8002 Zürich, Switzerland.

"**Salary Package**" means the annual anticipated gross remuneration package which includes gross annual salary, applicable benefits for which there is a cash equivalent, profit share, commission, bonus, living allowances, overseas allowances and joining inducements.

"**Service Contract**" means the service contract between the Client and RW which confirms the details of a Temporary Worker's Assignment.

"**Subsidiary**" a company is a "subsidiary" of another company, its "holding company", if that other company i) holds a majority of the voting rights in it, or ii) is a member of it and has the right to appoint or remove a majority of its board of directors, or iii) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company.

"**Temporary Worker**" means an individual Introduced by RW to the Client who may be engaged by RW for an Assignment on a contract for services.

"**Transfer Fee**" means 25 % or 30 % of the Salary Package paid to the Directly Engaged Temporary Worker. For a Salary Package up to 99,000 the Transfer Fee is 25 % of the Salary Package and for a Salary Package of CHF 100,000 or more the Transfer Fee is 30 % of the Salary Package.