

## General Terms and Conditions of Perfect Way GmbH

### 1. General

Any agreement entered into by and between Perfect Way GmbH and the client (hereinafter, the "Client") for the purpose of personnel placement on behalf of Client shall be based on the following General Terms and Conditions. The Terms and Conditions hereunder shall be deemed to have been acknowledged as soon as the order is placed.

Perfect Way GmbH holds an operating licence pursuant to articles 2 and 12 AVG.

In order to improve the readability of the Terms and Conditions hereunder, any gender-specific terms that refer to both women and men shall be specified in the male gender only. However, they shall refer to people of both sexes.

### 2. Order of the rules applicable to the agreement

The following rules shall apply to any agreement entered into by and between Perfect Way GmbH and Client. In the event of any discrepancy, the rules shall apply in the following order of preference:

- Contract document
- „Bundesgesetz über die Arbeitsvermittlung“<sup>1</sup> and related regulations, directives, etc.
- „Schweizerisches Obligationenrecht“<sup>2</sup>

### 3. Scope of the services

Client shall authorise Perfect Way GmbH to search for personnel on behalf of the Client, based on a job profile prepared by Perfect Way GmbH according to the Client's specification. This profile shall include a job description and shall also state the desired personal and professional skills of the person Client is looking for (hereinafter, the "Candidate").

The agency contract shall specify in detail the scope of the services provided by Perfect Way GmbH.

### 4. Agency fee

The agency fee shall be stipulated in the agency contract entered into between the parties.

Any commissions, fees, registration fees, etc. stated in the contract shall be exclusive of VAT (7.7%).

Candidates shall not be liable to pay any fee to Perfect Way GmbH, since these shall be covered by the agency fee paid by Client.

### 5. Travel expenses

Any costs incurred due to travel in connection with the agency contract, e.g. for the purpose of job interviews in search of potential Candidates, shall be borne by Client.

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<sup>1</sup> Free translation: „Swiss law on employment services“. (Translator's note)

<sup>2</sup> Free translation: „Swiss code of obligations“. (Translator's note)

## 6. Legal provisions / terms of employment

It shall be the duty of Client to be informed on the general legal conditions applicable to employers and to comply with all statutory requirements.

Perfect Way GmbH shall handle the necessary approval procedures on behalf of Client. Client shall be responsible for providing the respective entities with complete and full information. In addition, Client shall be responsible for observing all provisions and guidelines as well as the regulations of the canton in which the work will be performed. Client must also assure timely registration with the local administration and social security institution, and must pay any applicable withholding tax.

## 7. Termination of the contract and employment after contract expiration

At any time, both parties may terminate the agency contract without notice. Client shall not be entitled to be refunded any agency commissions, fees, registration fees, etc. (including those made on a *pro rata temporis* basis) paid or owed until such moment.

In the event that an employment relationship by and between Client and any Candidate shortlisted by Perfect Way GmbH becomes effective after the contract is terminated, the full commission shall be due and payable.

## 8. Data protection

Perfect Way GmbH undertakes to keep all the Client's information confidential within the meaning of Swiss and cantonal law and to use it exclusively for the purposes of the contract.

## 9. Application documents

Client undertakes to keep strictly confidential any application documents provided to Client by Perfect Way GmbH. All application documents passed to Client shall be the property of Perfect Way GmbH until an agreement is signed, and they may not be copied nor made accessible to third parties.

Direct references may be obtained only with the express consent of the Candidate or Perfect Way GmbH. Any application documents of Candidates with whom no agreement is reached must be returned to Perfect Way GmbH within 10 days after the date on which the contract is signed with another Candidate or on which the agency activities are terminated.

## 10. Liability

The liability of Perfect Way GmbH shall be limited to statutory liability for any damage caused to Client by wilful acts or by gross negligence of any of the employees of Perfect Way GmbH.

Perfect Way GmbH shall not be liable for any damage caused in spite of agency work performed with due diligence. In particular, Perfect Way GmbH shall not be liable for any information it provides to Client and which it has received from third parties. It shall not be liable for any statements made by shortlisted Candidates or persons asked for a reference on the Candidate.

The services provided by Perfect Way GmbH for the purpose of personnel placement shall not release Client from the duty to test the suitability of the Candidate. In the event that an employment contract is signed with the Candidate, it shall be Client's sole responsibility to make the selection decision. Perfect Way GmbH shall not be liable for the Candidate's qualification, suitability, willingness or performance and/or for the authenticity and accuracy of any certificates provided.

# Perfect Way

## 11. **Applicable law and legal domicile**

The place of performance shall be the registered office of Perfect Way GmbH, i.e. Brugg AG. The contractual relationship between Perfect Way GmbH and Client shall be subject to Swiss law only.

The exclusive jurisdiction for all disputes shall be Brugg AG, Switzerland.

## 12. **Severability clause**

The unenforceability of invalidity of any provision in these General Terms and Conditions or in any other individual agreement entered into by and between Perfect Way GmbH and Client shall have no impact on the enforceability of validity of any other provision or individual agreement. Rather, any unenforceable provisions shall be replaced by such substitute provisions that best meet the purpose of the provision or come closest to its purpose and that the parties to the contract would have agreed, had they been aware of the unenforceability. The same shall apply in the event of these General Terms and Conditions containing any loopholes.

Brugg, October 1, 2019