

General Terms and Conditions of Siemens Switzerland Ltd in the event of personnel placement with Siemens Switzerland Ltd (long time recruitment) (Version 04.2022)

1. Scope of Application and Validity

- 1.1 These General Terms and Conditions (GTC) shall establish the general terms which apply in the context of personnel placement for Siemens Switzerland Ltd ("Siemens") by the agency doing so ("Recruitment Agency").
- 1.2 The provisions set forth in individual contracts, of which these GTC form an integral component, shall take precedence in the event of any discrepancy between the two.
- 1.3 A contract between Siemens and the Recruitment Agency shall be concluded by acceptance of these GTC by the Recruitment Agency or by signing an additional individual contract.
- 1.4 These GTC shall be deemed to have been accepted where the Recruitment Agency accepts a mandate for the placement of personnel from Siemens or where the Recruitment Agency sends Siemens the personnel file of an applicant.
- 1.5 Every vacancy with Siemens shall be deemed to constitute a separate contract. Where personnel files for an applicant are submitted from multiple recruitment agencies, Siemens shall only pay a finder's fee for the personnel file first registered, provided a contract within the meaning of these GTC is concluded.

2. Statutory Requirements

The Recruitment Agency confirms it will comply with the statutory requirements and that it possesses the necessary permits to engage in the placement of personnel. The Recruitment Agency shall provide Siemens copies of the corresponding permits on demand.

3. Scope of Performance

- 3.1 The Recruitment Agency shall introduce applicants and Siemens as employer to one another in accordance with the vacancy notice, in order for them to conclude an employment contract. In this context, the Recruitment Agency shall ensure that the candidates to be placed with Siemens are sufficiently qualified to fill the vacancy announced by Siemens.
- 3.2 Performance by the Recruitment Agency shall comprise all services in connection with the selection and recruitment of personnel. This shall in particular include the following: Preparing candidate's personnel files, interviews, oral or written presentation of the candidates at Siemens in the same language as the vacancy notice, written evaluation by the Recruitment Agency with references including positive or negative evaluation of the candidate etc.
- 3.3 Additional services of the Recruitment Agency such as particular search mandates, placing advertisements in print or online media, further means of selection such as assessments, personality analysis and evaluation; additional costs such as those incurred for travel or for obtaining work permits etc. shall only be covered by Siemens subject to a separate agreement between the Parties.
- 3.4 Until the employment contract has been signed by the applicant, Siemens and the Recruitment Agency may withdraw from the contract without any financial implications.

4. Finder's Fee and Invoicing

- 4.1 Siemens shall only owe the finder's fee to the Recruitment Agency where an employment contract is concluded between Siemens and the candidate proposed by the Recruitment Agency, within three months of receipt of the candidate's personnel file.

4.2 Where the personnel placement services of the Recruitment Agency do not culminate in the conclusion of an employment contract with the applicant, Siemens shall not owe any finder's fee, regardless of the reasons therefore.

4.3 The finder's fee shall cover all services performed (incl. any expenses incurred) on the part of the Recruitment Agency.

4.4 The basis for calculating the finder's fee shall be the gross annual salary of the applicant (including the 13th monthly salary). Where the salary to be paid is based on results, the intended target income shall apply as determined by Siemens with the applicant.

4.5 Finder's fee percentages (incl. Value added tax) shall be as follows:

i)	up to CHF 50'001 - to CHF 70'000.--	12%
ii)	above CHF 70'001 - to CHF 90'000.--	14%
iii)	above CHF 90'001 - to CHF 110'000.--	16%
iv)	above CHF 110'001 - to CHF 130'000.--	17%
v)	above CHF 130'001 - to CHF 150'000	20%
vi)	above CHF 150'001	21%

4.6 The finder's fee shall be due upon conclusion of the employment contract with the recruited candidate. Where remuneration is due, the Recruitment Agency shall claim payment thereof by means of an invoice. Payment terms for any outstanding finder's fee claimed by the Recruitment Agency shall be 90 days net, after corresponding invoice has been issued (payment term).

4.7 Setting off the amounts claimed against any counter-claims shall not be permitted.

4.8 If a contract of employment is terminated in the first three months, the recruiter shall repay 90% of the fee in the first month, 60% in the second month and 50% in the third month.

There is no repayment obligation if Siemens dismissed the applicant due to organisational or structural changes.

4.9 There shall be no claim to a finder's fee where the applicant has applied directly or applied previously via another recruitment agency to Siemens, or to a company that is commercially or legally affiliated with Siemens, or if a company that is commercially or legally affiliated with Siemens contacts the applicant.

4.10 Where an applicant, following the submission of his personnel file by the Recruitment Agency with regard to a vacancy at Siemens or a company that is commercially or legally affiliated with Siemens, applies directly and/or is proposed by a third party for other vacancies, simultaneously and/or subsequently, Siemens shall not owe the Recruitment Agency any finder's fee.

5. Confidentiality and Data Protection

5.1 The Recruitment Agency undertakes to maintain confidentiality at all times with regard to all documents and information obtained by or from Siemens in connection with the personnel placement mandate, including any copies and recordings made thereof – including after cessation of contractual relations – and to treat such documents and information as though they were its own business confidential information, to refrain from unnecessarily disseminating them internally, and to refrain from making them accessible to third parties in part or in full, as well as to only use such documents and information to the extent required for the purposes of the mandated personnel search, and to refrain under all circumstances from using them to any other purpose without the explicit written consent of Siemens.

5.2 Personnel files handed over to Siemens, of candidates who are subsequently hired by Siemens, shall remain the unrestricted property of Siemens.

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5.3 Each Party undertakes to comply with the applicable data protection laws when processing personal information, and to take measures to protect such information from unauthorized third-party access.

5.4 The recruitment agency shall only provide Siemens with personal information from applicants who have given their written consent to Siemens processing and using their personal information for a period of up to 12 months following the end of the application process for the position in question. The Declaration of Consent must state that (i) Siemens may use the applicant's personal information for recruitment purposes, especially for filling other/ future vacancies at Siemens, (ii) information will be processed using external service providers that process data on behalf of Siemens, which may be located outside of the European Economic Area or Switzerland, in accordance with applicable laws, (iii) consent is granted voluntarily and remains in force unless and until the applicant revokes it. The recruitment agency must inform Siemens immediately if any applicant revokes consent. If requested, the recruitment agency must provide copies of the Declaration of Consent to Siemens.

6. Protection of Clients

The Recruitment Agency undertakes to refrain from directly soliciting anew any candidates recruited by it for Siemens in order to offer them another position, for as long as such candidates remain in an employment relationship with Siemens that has not been terminated.

7. Disclosure of the Business Relationship, and of Data or Information

The Recruitment Agency shall agree that all data and information required for or resulting from the business relationship, in particular contractual documents and files, as well as all data and information of and about Recruitment Agency and its auxiliaries required for the performance of the contractual obligations may also be stored outside Switzerland. All such data and information may, in addition, be disclosed to Siemens Ltd and those companies affiliated within the same group and may be processed accordingly, particularly for the purposes of contract performance, compliance with statutory requirements, or for Siemens' internal auditing or monitoring purposes; this always in compliance with the prevailing data protection laws.

8. Warranty

The Recruitment Agency shall warrant the technically correct and diligent performance of its obligations in good faith.

9. Applicable Law / Place of Jurisdiction

9.1 The Recruitment Agency and these GTC shall be governed by Swiss law.

9.2 The place of jurisdiction for the contract partners is Zurich. Siemens shall, however, be entitled to initiate legal action against the Recruitment Agency at the latter's place of registered office.

10. Final Provisions

10.1 The provisions of these GTC and the individual contract concerned shall apply exclusively. Any prior arrangements or agreements between the Parties shall not apply.

10.2 **The General Terms and Conditions of the Recruitment Agency are hereby excluded.**

10.3 **The Recruitment Agency confirms that it has read these GTC and agrees to be bound by the contents thereof.**

10.4 **If changes are made to the GTC or recruitment process, Siemens reports them to the recruitment agency. If the recruitment agency has reasonable doubts about the legitimacy of the changes, it must report them within 30 days. If the recruitment agency does not make any objections in writing within this time period, they shall be deemed as having agreed to the proposed changes.**

Siemens Switzerland Ltd