



General Terms and Conditions (GTC) governing collaboration with recruitment agencies (referrals for permanent placements)

Scope

Our General Terms and Conditions (GTC) stipulate the provisions governing the referral of personnel to the Emmi Group and its Group companies in Switzerland (hereinafter "Emmi") by recruitment agencies.

The agreement between Emmi and the recruitment agency is established upon acceptance of these GTC by the recruitment agency. These GTC apply equally to individual agreements, unless these contain express provisions to the contrary.

The GTC are deemed to have been accepted in full when a candidate file is submitted to Emmi by the recruitment agency. The General Terms and Conditions of the recruitment agency are excluded.

Legal requirements / operating licence

The recruitment agency confirms that it will comply with the legal requirements governing the referral of personnel. A copy of the operating licence issued by the cantonal employment office in accordance with the Employment Services Act (Arbeitsvermittlungsgesetz, AVG) and the Employment Services Ordinance (Arbeitsvermittlungsverordnung, AVV) as well as a copy of the licence issued by the State Secretariat for Economic Affairs (SECO) must always be enclosed with the file.

If the service provider (recruitment agency) does not have a valid operating licence, Emmi shall be authorised to withdraw its mandate to refer candidates with immediate effect, without any cost implications for Emmi. If a candidate is referred and subsequently recruited while the service provider is not in possession of a valid operating licence, the service provider shall additionally lose its entitlement to compensation or shall be required to refund any compensation already paid by Emmi within 30 days. Emmi reserves the right to claim damages.

Scope of service and obligations

The subject of the service is the referral of personnel on a performance basis at the request of Emmi. The service provider does not have an exclusive right of referral. The presentation of internal candidates (candidates who have already been hired by Emmi or its Group companies) are excluded from recruitment by the service provider.

The recruitment agency assumes responsibility for the following services on behalf of Emmi in connection with recruiting personnel for permanent positions and ensures that the candidates referred are suitable for the position that needs to be filled. Before a complete file is sent to Emmi, the following services must be completed in particular: Preparing the client file with the CV compiled by the candidate and all documents required for recruitment.

Additional services provided by the recruitment agency such as job adverts, assessments, personality analyses, etc. as well as expenses shall only be compensated by Emmi if a separate written agreement has been concluded to this effect.



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Fee and conditions

Emmi shall only owe the recruitment agency a fee in the event that an employment contract is signed between Emmi and the candidate proposed by the recruitment agency. The fee comprises all services provided by the recruitment agency as listed above.

If the referral by the recruitment agency does not result in an employment contract being concluded with the candidate, Emmi shall not owe the recruitment agency a fee.

In addition, no fee shall be owed in the case of the following:

- The proposed candidate is already known and has been entered from another source
- The proposed candidate applies for another position on their own initiative, irrespective of the date
- The proposed candidate was previously rejected by Emmi but is subsequently hired for the same position after expiry of a period of six months
- The proposed candidate was previously rejected by Emmi but is subsequently actively targeted and hired by Emmi for another position after expiry of a period of six months

The fee is agreed based on internal company guidelines.

The fee becomes due when the contract is concluded between the candidate and Emmi. The recruitment agency will invoice the fee on the specified date with a payment deadline of 30 days.

The referral fee is calculated exclusively on the basis of the contractually agreed gross annual salary (including 13th month's salary and contractually specified bonus) agreed between the candidate and Emmi. In the case of part-time employment, the reduced gross annual salary is used to calculate the referral fee. Other components of salary such as performance-based and variable compensation, fringe benefits, etc. are not factored into calculation of the referral fee. Deviating provisions may be agreed between the parties in writing, by way of exception.

Maximum compensation:

The following maximum rates of compensation apply to the contractually agreed gross annual salary:

- Up to 80,000 – 12%
- Up to 100,000 – 14%
- Up to 120,000 – 16%
- Up to 140,000 – 18%
- Over 140,001 – 19%

[Example for calculation of max. compensation for gross annual salary of CHF 80,000: CHF 9,600 (80,000*0.12)]

Guarantee of success and reimbursement

The recruitment agency shall be required to reimburse the fee in the following cases within 30 days of notification of termination of the employment relationship between Emmi and the candidate or of failure to take up the position by the candidate:

- Reimbursement of 100% of the fee if the referred candidate does not take up the position, through no fault of Emmi
- Reimbursement of 50% of the fee if the employment contract is dissolved within the contractually agreed probation period, irrespective of who initiated its dissolution
- Reimbursement of 100% of the fee if Emmi terminates the employment contract without notice within the contractually agreed probation period



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- Reimbursement of 100% of the fee if the employment contract is terminated within one year of being concluded owing to the disclosure of information that was known to the recruitment agency and would have prevented the candidate from being hired

The service provider's entitlement to compensation for referring the candidate shall continue to apply if, at Emmi's express request, the service provider refers a suitable replacement candidate for the position in question, and this candidate is subsequently hired, free of change and without any cost implications for Emmi, within one month of Emmi issuing such notification.

There shall be no repayment obligation if Emmi lets the candidate go for organizational or structural reasons.

The service provider is prohibited from poaching candidates or referring candidates for other jobs who it has referred to and have subsequently been hired by Emmi and are now in an ongoing employment contract with Emmi. In the event of violation, a contractual penalty shall be due in the amount of the compensation calculated for successfully referring the candidate. Payment of the contractual penalty shall not release the service provider from compliance with its contractual obligations. It shall be owed in addition to any compensation for damages. The loss of the entitlement to compensation on the part of the service provider and its obligation to repay this amount shall be unaffected by this.

Non-disclosure and data protection

The recruitment agency agrees to maintain the strictest confidentiality when providing its services. All information, documents and data which are entrusted to or become known to the recruitment agency must be kept confidential and used solely for the purpose of performing the contract with Emmi. It is likewise prohibited to make these accessible to third parties.

The recruitment agency agrees to exercise the utmost care and discretion when dealing with all information, documents and data that come into its possession, and to transmit and/or use these in a secure manner.

The recruitment agency confirms that it will comply with the applicable data protection provisions. Compliance with these non-disclosure and data protection obligations must be ensured even after the working relationship has ended.

Applicable law / place of jurisdiction

Swiss law shall apply exclusively, excluding application of provisions regarding conflicts of law and of the Vienna Convention on Contracts for the International Sale of Goods.

The place of jurisdiction is Lucerne.