

Bellini Personal AG – sallis[®]

(V3.0, 03.12.2018; valid from 1.1.19; the copyright to this text lies with Bellini Personal AG, Zurich. Reprinting prohibited)

General Terms and Conditions Concerning Temporary Agency Work

Bellini Personal AG, 8004 Zurich, including its branch offices and further business premises, operates under the registered trademark "sallis[®]" (hereinafter "sallis") as a specialist of the axeva Group and renders payrolling and contracting services on an hourly or monthly basis for external personnel (hereinafter "Workers") of the customer (hereinafter "Host Company").

These General Terms and Conditions (hereinafter "GT&Cs") form an integral part of the temporary employment agency contract between sallis and the Host Company. They shall enter into effect when the Host Company takes receipt of the Worker's initial details or job application documents, or when the contract is concluded, but in any event no later than when the Worker takes up his job at the Host Company. They shall remain in effect throughout the whole duration of the work assignment. In any event, the Host Company acknowledges that these GT&Cs are binding. If the Host Company is not in agreement herewith, it shall inform sallis without delay. In such case, the temporary employment agency contract shall be cancelled, and the work assignment shall be immediately discontinued upon the Worker's recall. Hours of work already performed shall be remunerated.

1. Agreements and the Temporary Employment Agency Contract

The particular terms and conditions of the work assignment, such as the type of work, the commencement and duration of the work assignment, the place of work, the working time, the hourly rate, the reimbursement of expenses etc., shall be agreed upon between sallis and the Host Company by telephone prior each work assignment and be laid down in writing in the temporary employment agency contract. In each case, they shall apply only for the duration of this specific work assignment. The countersigned duplicate of the temporary employment agency contract shall be returned to sallis by the Host Company within three days at the latest. Notwithstanding this, the temporary employment agency contract shall, in any event, be deemed approved when the Worker takes up his job at the Host Company. The Host Company shall provide sallis with proof of whether it is subject to a collective labour agreement declared generally binding (hereinafter "generally binding CLA"), and which one it is subject to, and shall hold sallis harmless in the event that false information is given.

2. Selection, Deployment, Testing and Rejection of a Worker

The Worker shall be diligently selected by sallis for the specific work assignment on the basis of the requirements defined by the Host Company. He shall be deployed by the Host Company exclusively for the job agreed upon in the temporary employment agency contract. Before the work assignment begins, the Host Company shall make sure that the Worker made available by sallis meets the set requirements and is capable of properly performing the work envisaged for him. If this is not the case, the Host Company must, in order that no financial obligation may ensue herefrom for the Host Company, send the Worker back to sallis during the first eight hours of the work assignment.

3. The Worker's Relationship with the Host Company and sallis

The Host Company shall not be in a contractual relationship with the Worker. The employment relationship shall exist between the Worker and sallis. Therefore, sallis shall be the sole point of contact for all issues concerning the relationship between the employer and the Worker.

4. The Worker's Duties

The Worker shall adapt himself to the Host Company's needs and shall accept and adhere to its working time, company rules and customs. He shall carry out the work entrusted to him personally, to the best of his professional ability, diligently and conscientiously. He acknowledges his duty of secrecy in relation to third parties.

5. Provision and Handling of Equipment, Tools, Machinery, Material and Work Clothes, as well as the Time Book for Professional Chauffeurs

The Host Company shall make available to the Worker all equipment, tools, machinery and material necessary for the work, as well work clothes if need be. The Host Company shall make sure that these are correctly handled and used by the Worker. In particular, it shall ensure that all safety regulations and other regulations are complied with at all times. If Workers are deployed as professional chauffeurs, the Host Company shall ensure that the time book given to these Workers by sallis is properly kept.

6. Exclusion of Liability

sallis rejects all liability for loss, damage or injury of any kind caused by the Worker at the Host Company or in relation to third parties in the course of the performance of his work duties. This shall also include theft, data misuse, misappropriation of vehicles, machinery, material, tools, cheques or cash, as well as damage of any kind. In relation to third parties, the Worker shall work and be liable as an authorised agent under the Host Company's responsibility (Articles 55 and 101 OR [Swiss Law of Obligations]). In the event of loss, damage or injury, the same provisions under civil and criminal law as those applicable to the Host Company's own in-house personnel shall apply to the Worker. If the Worker fails to take up his work for any reasons whatsoever, it shall not be possible to hold sallis liable for any loss or additional expenditure resulting therefrom.

7. Arbeitsgesetz [Labour Act], Overtime and Holiday Leave

The Host Company shall be responsible for compliance with the provisions of the *Arbeitsgesetz*. In particular, this shall apply to the provisions relating to overtime and all other deviations requiring approval. The Worker shall perform overtime only if the Host Company has obtained the consent of the Worker, sallis and the relevant governmental office. Working time that goes beyond the maximum working time agreed upon in the temporary employment agency contract and beyond the working time customary at the company shall be deemed to be overtime. The supplements to the basic wage shall be invoiced and settled in accordance with the respective generally binding CLA applied. The hourly rate agreed upon in the temporary employment agency contract shall be deemed to be the basis of calculation.

The Host Company acknowledges that leave shall invariably be taken by the Worker during his work assignment, and that the Worker may be ordered to take leave.

8. Health and Safety at Work, Bullying, Discrimination and Sexual Harassment

The Host Company shall take on the fundamental obligation of sallis, as an employer, to protect the Worker against bullying, discrimination and sexual harassment.

It confirms that it has put in place the legally required safeguards in this connection and undertakes to sufficiently inform the Worker hereof. Likewise, the Host Company shall

ensure health and safety at work. If the safeguards put in place by the Host Company are inadequate, the Host Company shall be liable to sallis for all loss resulting therefrom.

9. Hourly Rate

The hourly rate agreed upon in the temporary employment agency contract between sallis and the Host Company includes all incidental personnel costs, insurance premiums, holiday pay, compensation for public holiday working, the 13th monthly wage instalment as well as child allowances. Any transport, overnight accommodation, lunch, kilometre and other expenses, as well as any shift, hazard and other allowances shall be separately invoiced. Value-added tax shall be added at the statutory rate.

10. Work Report and Invoicing

The temporary employment agency contract and the work report signed and stamped by the Host Company shall form the basis for the Worker's pay. Partial hours shall be shown using the decimal system. sallis shall check the validity of the relevant signatures only if the Host Company stamps the work report. Normally, the pre-printed bar-coded forms made available by sallis to the Worker shall be used. By way of exception and subject to agreement, however, the Host Company's report forms shall also be accepted. Depending on the Host Company's wishes, the Worker shall submit the completed work report, for signing, monthly, weekly or daily. Regardless of which form is used, the Host Company shall, by signing the work report, confirm the accuracy of the entries contained therein, in particular the hours of work, expenses and travel time, and shall expressly agree to the temporary employment agency contract for this specific work assignment, as well as these GT&Cs.

sallis shall regularly invoice work reports rendered account of. The hours of work indicated in the work report, but at least the minimum hours of work specified in the temporary employment agency contract and guaranteed to the Worker shall form the basis for the invoicing.

The Host Company acknowledges that sallis shall issue an invoice on the basis of the temporary employment agency contract and the signed work report, and undertakes to pay this invoice. If no objection is lodged in writing within ten days of receipt of the invoice, the invoice shall be deemed definitively approved.

11. Payment Terms and Default in Payment

Invoices from sallis shall be due upon receipt. Due claims shall, unless otherwise agreed upon, be paid within ten days without any deductions. A subsequent charge shall be made for any unjustified cash-discount deductions. In the event of late payment, default interest at the rate of 5 % per annum shall apply. Moreover, sallis shall have the right to terminate the contractual relationship without prior notice in the event of any failure to pay in due time. sallis may appoint third parties to collect invoiced amounts. sallis shall be entitled to assign claims. The Worker shall not be permitted to take receipt of payments.

12. Ending of a Work Assignment

Fixed-term work assignments shall automatically end when the agreed period expires. If they are extended beyond this point in time by mutual agreement without a new fixed term having been agreed upon, the notice periods for the termination of non-fixed-term work assignments shall apply. During the first three months of a non-fixed-term work assignment, either party may terminate the contract with two working days' notice. The notice period shall be seven days from the fourth to the sixth month, and one month from the seventh month onwards, in each case with effect from the same day in the following month. The Host Company shall be permitted to employ the Worker, directly or via another temporary employment agency, only after the expiration of three months following the ending of the work assignment.

13. Taking-on of a Worker in a Permanent Position (Try & Hire)

In the course of a work assignment or at the end of a work assignment, the Host Company may take on the Worker in a permanent position insofar as this is unanimously declared by the Worker and the Host Company. If this occurs in the course of a work assignment, the date when the Worker is to be taken on shall be agreed upon between sallis and the Host Company beforehand. If the Worker is taken on after the work assignment has ended, the Host Company shall inform sallis thereof without delay. If the work assignment period was at least three months, the Host Company shall not owe sallis a fee for the job placement. If the Worker is taken on before the expiration of three months following the ending of the work assignment, and the work assignment period was less than three months, a fee shall be owed. In the case of a full-time quota, 540 hours of work performed by the Worker as part of the work assignment and paid for by the Host Company shall be reduced by 1/ (540 hours x part-time factor). The fee shall be calculated by multiplying the remaining hours of work by 30 % of the last hourly rate for the Worker's last work assignment. In all other respects, sallis's GT&Cs for Permanent Job Placements shall apply accordingly.

14. Job Application Documents

The Host Company undertakes to treat with strict confidentiality, and keep secret, all Worker-related information made available to it, in particular job application documents. Documents shall not be copied (physically or electronically) or otherwise made accessible to third parties. Documents concerning applications not considered, or withdrawn, shall be returned to sallis automatically without a request having to be made.

Until the contract between the Host Company and the Worker has been concluded, all job application documents made available to the Host Company shall remain sallis's property.

sallis shall accept no liability for the substantive accuracy of the documents made available by the Workers (personnel record sheets issued, diplomas and other academic certificates, copies of letters of reference, photographs etc.). In particular, sallis shall not be obliged to check the authenticity and accuracy of the documents made available by the Workers.

15. Quality Standards and Data Protection

sallis is a member of swisstaffing, the Swiss Association of Recruitment Agencies, and adheres to this Association's quality standards. The Host Company's data stored by sallis in sallis's IT system shall be treated with confidentiality.

16. Final Provisions

The temporary employment agency contract and these GT&Cs shall be subject to substantive Swiss law. Zurich (Switzerland) is the exclusive place of jurisdiction.