

General Terms and Conditions of Employment



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1 General

1.1 Scope of application

The General Terms and Conditions of Employment of BKW are a component of the employment contract. They can be supplemented by additional provisions. Separate/supplementary terms and conditions of employment apply to interns and trainees.

1.2 Relation to other legal bases

Any deviating provisions in the individual employment contract take precedence over the General Terms and Conditions of Employment of BKW. Otherwise, the rights and duties are determined by the relevant laws. Any amendments to the legal bases shall apply to the individual employment relationship even if the employment contract is not formally amended.

2 Employment relationship

2.1 Start and trial period

The employment contract shall define the start of the employment relationship. The first three months of employment shall be a trial period. If the trial period is effectively shortened due to illness, an accident or the fulfilment of mandatory legal obligations, it shall be extended accordingly.

2.2 Termination of employment

The employment relationship shall end

- once terminated
- upon the expiry of the agreed term
- automatically upon retirement at the age of 65. Continued employment after the age of 65 requires the prior consent of BKW.
- upon flexible retirement in accordance with the provisions of the pension fund. A notice period equal to the termination notice period for the employment contract must be adhered to when notice is given to the manager.
- upon the death of the employee

2.3 Termination

Either party can terminate the employment relationship with the following notice periods:

- seven days during the trial period.
- three months to the end of a month after the trial period.
- Deviating notice periods for termination can be agreed in the individual employment contract.

Notice of termination must be given in writing. The notice of termination shall be deemed delivered punctually if received on the last working day of the month before the start of the notice period.

2.4 Termination with immediate effect

Either party can terminate the employment relationship with immediate effect if it has cause to do so. Specifically, any circumstances under which the terminating party cannot be reasonably expected to continue the employment relationship in good faith represent cause for termination.

2.5 Amendment of the General Terms and Conditions of Employment

BKW reserves the right to amend these General Terms and Conditions of Employment at any time. Employees will receive written notice of amendments in advance (by post or email); they will also be posted on the intranet. Notices of amendments and any declarations of consent by employees may also be carried out digitally. In the case of amendments in favour of employees, it will be assumed within a reasonable amount of time that employees consent to the change unless they notify us otherwise.

3 Working hours

3.1 Working hours

The working hours regulations of BKW are based on the annual working hours. A full-time employee works an average of 41 hours per week (equal to 8.2 hours per working day).

The actual daily working hours can vary as part of the annual working hours. The distribution of the working hours is determined by the requirements of the company. Managers and employees alike are therefore responsible for structuring working hours in such a way that they are flexible, efficient and results-oriented in order that the requirements of customers can be met in the best possible way and the needs of employees are taken into consideration.

3.2 Company holidays

24 December, the working days between Christmas and New Year and the Friday after Ascension Day count as company holidays. Generally speaking, BKW does not operate on these days. This does not apply to operations that cannot be interrupted. Employees must accumulate the time credit necessary for the company holidays themselves in the form of time and/or holiday credit. This provision does not apply to employees with trust-based working hours. For this group of employees, these days count as accumulated in advance.

3.3 Breaks

The lunch break set out by law must always be observed. This break is at least 30 minutes long for a working day of seven hours or more. If an employee works for more than nine hours in one day, they are legally entitled to 60 minutes.

BKW provides paid short breaks during a working day. These breaks last 15 minutes per half working day. If they are not taken, they are lost without compensation.

3.4 Absences for business reasons

For full-day absences for business reasons, the average daily working hours of a full-time position shall be credited. Managers can approve larger amounts of time credit if the actual number of working hours exceeds the average daily working hours (see also section 3.1).

3.5 Paid absences for non-business reasons

With regard to paid absences of a number of hours for non-business reasons (e.g. public offices), the absence can be added to the effective working hours up to the agreed average daily number of working hours (see also sections 3.1 and 4.5 et seq.).

3.6 Work at night and on weekends

Work must be carried out at night and on weekends if required by the company and either on the instruction or with the express approval of the relevant manager. Employees can be summoned to resolve urgent disruptions to operations or carry out emergency work at any time. The bonuses for such work are set out in section 5.5.

3.7 On-call service

If necessary for operational reasons, employees can be obliged to work on call. The bonuses for such work are set out in section 5.6.

3.8 Shift work

The shift rules apply to shift work (see also section 5.7 regarding shift work).

3.9 Time recording

Working hours are recorded daily and reported to the managers on a monthly basis. Employees are responsible for recording their working hours and must do so truthfully. The managers shall monitor the hours worked by their employees from month to month. The purpose of this check is to ensure the ongoing planning and implementation of measures in the event of excessively high or low deviations from the agreed annual working hours.

3.10 Excess and insufficient work

Excess and insufficient work refers to positive and negative differences between the number of hours actually worked during the year and the agreed annual working hours. These deviations shall be credited towards or deducted from the time credit of an employee. Employees are responsible for deviations of between -50 and +75 hours.

Larger deviations require the consent of the manager, at which point suitable measures must be agreed and implemented in order to balance the deviation out. If a deviation is in excess of 150 hours, the managers shall also examine organisational measures.

Excess work can be compensated for with an equal amount of time off, subject to an agreement between the employee and the manager. If time off cannot be provided as compensation for operational reasons, the number of hours worked can instead be remunerated at the basic salary by mutual agreement. A payout can take place at any time, subject to an arrangement between the employee and manager. A digital solution is available in the form of a work flow. The remaining time balance must be at least 50 hours. The aforementioned values are pro rata with regard to part-time work.

3.11 Time bank account

Employees who carry out shift work on a permanent basis can have the following time credit and allowances credited to their time bank accounts:

- allowances for on-call service and shift work: the credit is accumulated monthly (see sections 5.6 and 5.7)

The specific details of the time bank accounts are set out in separate guidelines.

4 Holidays, public holidays, days off, absences

4.1 Holidays

The holiday entitlement per calendar year is as follows

| | | Holiday compensation for employees on an hourly wage |
|---|-----------------|--|
| Up to and including 49 years of age | 25 working days | 10.64% |
| From 50 up to and including 59 years of age | 28 working days | 12.07% |
| From 60 up to and including 65 years of age | 30 working days | 13.04% |

Each entitlement applies to the calendar year in which the relevant age is reached. The holiday entitlement of an employee shall be calculated on a pro-rata basis in the first and final years of employment. Public holidays and days off falling during holidays are not counted as holiday days. Employees on an hourly wage shall receive holiday pay in the form of a bonus to their hourly rate as set out in the table above. Employees must plan and agree holidays with their managers at the start of the year. The wishes of employees shall be taken into consideration to the greatest possible extent. At least two contiguous weeks of holidays must be taken each year. The managers shall ensure that the holidays are taken in the current year.

4.2 Reduced holiday entitlement

Cases of inability to work lasting more than 60 calendar days in one calendar year as a result of illness, accidents, military or civil protection service shall cause the employee's holiday entitlement to be reduced. The holiday entitlement shall be reduced by one twelfth for the third full month of absence and every full month of absence thereafter. The holiday entitlement shall be reduced proportionately if more than 30 calendar days of unpaid holidays are taken in one calendar year.

4.3 Unpaid leave

Managers can approve up to 30 days of unpaid leave if the requirements of the company permit and the remaining employees are not unreasonably burdened as a result. Unpaid holidays exceeding 30 calendar days require the written consent of the immediate manager.

4.4 Public holidays

BKW grants leave on at least nine public holidays (including 1 August) based on the cantonal list of public holidays and local customs. Other local or religious holidays may also be granted. The holiday rules are contingent on the contractual place of work. Human Resources shall provide information on public holidays each year. If they fall on a working day, these holidays shall be paid days off. They cannot be taken at a later date if they fall on a Saturday or Sunday. If a public holiday falls on a weekday on which part-time employees do not normally work, that public holiday cannot be taken retroactively at a later date.

4.5 Paid days off

Employees are entitled to paid days off in the following cases:

| | |
|---|---------|
| Own marriage/notarisation of registered partnership | 2 days |
| Death of a spouse, partner, child or parent | 3 days |
| Death of a grandparent, sibling, parent-in-law or relative through marriage | 2 days |
| Moving house | 1 day |
| Voluntary work (maximum entitlement per year) | 3 days |
| Participation in authorities and holding of public offices (maximum entitlement per year) | 15 days |

The paid days off shall only be granted in so far as actually necessary for the event in question. Absences are tied to the event and cannot be taken in advance or retroactively.

4.6 Maternity leave

Female employees are entitled to paid maternity leave upon the birth of a child. Maternity leave commences upon the day of birth and lasts for 16 weeks. Employees must report the birth of the child promptly and submit a copy of the birth certificate or their family ID card.

4.7 Paternity leave

Male employees are entitled to 10 days of paid paternity leave upon the birth of a child. This leave can be taken in weeks or days within a time frame of six months of the birth of the child. After the expiry of the time frame, any unused paternity leave is forfeit. Employees must report the birth of the child promptly and submit a copy of the birth certificate or their family ID card.

4.8 Adoption leave

Employees who adopt a child under the age of four are entitled to two weeks of paid adoption leave. This leave must be taken within the first year of the adoption of the child. If both parents are in gainful employment, they are free to split the two weeks of leave between themselves. Both parents may not take the leave at the same time. The adoption of a step-child does not grant entitlement to adoption leave.

4.9 Leave to care for family members ¹

Employees are entitled to paid short-term leave in order to care for sick or injured family members. Up to three days of paid leave can be taken per event, up to a maximum of 10 days of paid leave per year. At the request of a manager, a medical certificate must be submitted as evidence of the health condition. The following count as family members (this list is exhaustive):

- Own children, step-children and foster children
- Spouses as well as registered and unregistered partners
- Parents and in-laws
- Siblings

4.10 Leave to care for seriously ill children

If a child has an accident or falls seriously ill, employees are entitled to up to 14 weeks of paid leave. The parents of a minor whose health is severely affected by an accident or illness are entitled to this leave if at least one parent is forced to interrupt their employment in order to provide the child with intensive care. The parents may take the leave in days or weeks, or all at once, and can split it between themselves. The holiday must be taken within 18 months of the occurrence of the event. Affected employees must inform their manager and Human Resources immediately by submitting a medical certificate confirming that care or supervision by at least one parent is required.

4.11 Absence due to illness or an accident

The manager must be notified immediately if an employee falls ill or suffers an occupational or non-occupational accident. Accidents must be reported to Human Resources immediately; an accident report or certificate must be filed. With regard to absences due to illness, the manager must be provided with a medical certificate from the start of the fifth working day. At their own discretion, the manager can request a medical certificate on the first day of absence. Furthermore, BKW reserves the right to have employees undergo an examination by a medical consultant. BKW shall bear the related costs.

4.12 Visits to doctors and dentists, treatments and therapies

Visits to doctors and dentists do not count as paid time. This does not apply to emergency examinations and treatments or those prescribed by a doctor, as well as therapeutic measures prescribed by a doctor (see also section 3.5). Employees must present the medical prescription to their manager.

5 Salary, bonuses and insurance

5.1 Salary

The salary consists of a fixed basic salary and a variable component or profit-sharing bonus. The individual salary is set out in the employment contract and shall be revisited annually. The position, relevant professional experience and performance of the employee are all taken into consideration.

¹ Until the care can be organised differently (on request, a medical certificate must be presented for the care recipient).

The basic salary shall be paid out in 12 monthly instalments and on a pro-rata basis in the first and final years of employment. The effective amount of the variable component or profit-sharing bonus is determined annually on the basis of target achievement. The details can be found in the annual remuneration plan that is adopted at the same time as the performance agreement. Irrespective of whether performance targets are met, the variable component or profit-sharing bonus may be reduced or revoked under exceptional circumstances. Exceptional circumstances might be when the existence of the company is at risk and it therefore opts not to distribute a dividend, if the company loses a significant portion of its equity or if operating cash flows fall below a critical level.

Employees with an average level of employment of less than 20% are employed at an hourly rate. These employees will not be paid a variable component or profit-sharing bonus. Special groups of employees (e.g. meter readers) are remunerated on the basis of other criteria (such as routes or the number of reading instruments). These employees are also not paid variable components or profit-sharing bonuses.

5.2 Service bonus

Employees are entitled to a service bonus in the form of 10 days of leave. The first service bonus is awarded after 10 full years of service and after every five full years of service thereafter. The days of leave must be taken within the five-year window before the next service bonus is awarded. Should this prove impossible for operational reasons, the outstanding days will be paid out. Employees who leave the company due to normal or early retirement have no pro-rata entitlement to this holiday leave.

5.3 Allowances for children and training

Where provided for by the cantonal ordinance, employees who look after a child on a permanent basis are entitled to a child allowance. The entitlement exists for every child under the age of 16. On request, a training allowance shall be paid up to the age of 25 if and in so far as the child is in education and does not generate a significant income. With regard to children unable to work due to an illness or disability, the child allowance shall be paid up to the month in which the child turns 20.

Only one allowance can be claimed per child. This is regardless of whether both parents work for the same or different employers. BKW shall cover the difference if the entitled parent receives a lower child or training allowance. The allowances are not affected by the level of employment. The amount of the child and training allowances is determined by the statutory ordinance of the canton. It is contingent on the contractual place of work. Amendments to legislation shall be adopted immediately. Birth allowances shall be provided in the cantons that provide for it by law.

5.4 Voluntary family allowance

Employees who are entitled to at least one allowance for children or training shall receive a voluntary family allowance of CHF 150 per month from BKW. The family allowance shall be provided to part-time employees in proportion to their level of employment. Employees on an hourly wage will be paid the family allowance as an hourly rate. A maximum of one full voluntary family allowance will be paid per family.

5.5 Extra pay for work in the evenings, at night and on weekends

The following extra pay shall be provided for obligatory or expressly approved work at night/on weekends and for work on call (on the basis of the basic salary):

| | Monday to Friday | Saturday | Sundays and Public holidays | Company holidays |
|---------------|------------------|------------------|-----------------------------|------------------|
| Before 6 a.m. | 50% | 50% | 50% | 50% |
| After 6 a.m. | 0% | 25% | 50% | 25% |
| After 5 p.m. | 0% | 50% ¹ | 50% | 25% |
| After 8 p.m. | 50% | 50% | 50% | 50% |

The rates in the table above shall be doubled for unscheduled working hours due to disrupted operations or emergencies. However, this does not apply if a bonus for on-call work is already being paid.

5.6 Allowances for on-call service

Employees who are available to work within a certain time frame during their leisure time shall be paid an allowance for on-call service. This is as follows:

| | Optionally | |
|--|---------------------------------------|---|
| | Remuneration in CHF | Credit for time bank account ² |
| For a weekday | CHF 44.00 to CHF 56.00 ³ | 1.2 hours to 1.6 hours ³ |
| For a weekend day (Saturday or Sunday) | CHF 165.00 to CHF 210.00 ³ | 4.5 hours to 6 hours ³ |
| For a public holiday falling on a weekday or for a day in the company holidays | CHF 165.00 to CHF 210.00 ³ | 4.5 hours to 6 hours ³ |

The compensation shall be paid on the basis of the actual work carried out on call. These rates include the remuneration for absences (holidays, illness, accident, military service, civil protection service and other absences) on a pro-rata basis.

Work during on-call service shall be logged as working hours. If the work is performed on a weekend, at night, on a public holiday or during company holidays, the relevant allowance can also be claimed (see section 5.5). In cases of disruptions, the time spent travelling from home counts as working hours. Due to operational conditions, special rules apply to certain positions and fields of activity. These rules shall be communicated separately.

5.7 Allowances for shift work

The performance of shift work is subject to an individual agreement. The following allowances and time credit shall be provided for all shift work:

| Shift | Optionally | | |
|--|------------------------------|-----------------------------------|-------------------------------|
| | Remuneration in CHF per hour | Time bank account credit per hour | Extra night shift time credit |
| Night shift From 11 p.m. to 6 a.m. | CHF 9.00 | 15 minutes | 10 minutes |
| Day shift From 6 a.m. to 11 p.m. | CHF 2.25 | 4 minutes | None |
| Weekend From 11 p.m. on Friday to 6 a.m. on Monday | CHF 9.00 | 15 minutes | 10 minutes |
| Public holiday, company holidays (see 3.2) From 11 p.m. the evening before to 6 a.m. on the day after the public holiday | CHF 9.00 | 15 minutes | 10 minutes |

When daylight saving time starts, employees working shifts shall be credited with one additional night shift hour.

The shift allowances shall be paid on the basis of the actual shift work carried out. These rates include the remuneration for absences (holidays, illness, accident, military service, civil protection service and other absences) on a pro-rata basis.

¹ This also applies on evenings before public holidays.

² The time credit can only be chosen by employees who work shifts on a permanent basis.

³ Amounts for increased readiness.

5.8 Network construction allowance

Employees working in network construction are entitled to a network construction allowance. Employees in certain network construction roles who predominantly work outdoors are entitled to this allowance. This allowance covers the extraordinary stresses to which the employees are exposed when they carry out their work (such as physically strenuous work and work in all weather conditions).

The network construction allowance is CHF 140 per month. It shall be transferred to qualifying employees on a monthly basis with their salaries (12 times per year). The network construction allowance is subject to tax and social security contributions. Part-time employees are paid the network construction allowance based on their working hours. No allowance shall be paid for the months in question in the event of extended, related absences (such as dismissal, maternity/paternity leave, military service including basic training, illness or accident) that last longer than one calendar month.

5.9 Allowance for (regular) tunnel work

A fixed allowance of CHF 15 per day is paid for regular, planned work in tunnels longer than 200 m, provided the work lasts for more than five hours. This allowance is subject to social security and tax.

5.10 Allowance for non-local assembly and maintenance work spanning multiple days

For work away from home lasting more than two consecutive days without the option to return to the place of residence, i.e. with an overnight stay (of at least two nights), employees shall receive a travel allowance of CHF 35 per overnight stay. This compensation is subject to social security and tax.

5.11 Accident and occupational disease insurance

Employees are insured against the consequences of occupational accidents and illnesses and non-occupational accidents by the Swiss National Accident Insurance Fund (SUVA). The statutory provisions apply. The company shall pay the premium for the occupational accident and illness insurance. Employees must pay half of the premium for the non-occupational accident insurance. Due to the risk pattern, the premium rates may vary, resulting in larger salary deductions.

5.12 Illness cover

BKW has taken out a collective loss of income insurance policy for all employees. The premium for this policy is paid by BKW and the employees in equal measure.

5.13 Continued payment of salary during occupational disability

The salary as defined in section 5.1 is authoritative with regard to the continued payment of a salary in cases of occupational disability. Additionally, after the current and three further months of absence, any child and training allowances as well as the voluntary family allowance shall be paid for as long as the statutory minimum salary that is subject to old-age and survivors' insurance contributions is paid. In the event that a salary continues to be paid in a case of occupational disability, other allowances will not be paid. If the wage is replaced by wage replacement benefits, the amount paid out for occupational disability may not exceed what the amount paid for work would have been. The different deductions during work and occupational disability will be taken into account, especially the social insurance contributions that are not paid during occupational disability.

5.13.1 Accident and illness

If an employee is unable to work due to accident or illness, their salary shall be paid as follows:

| | | |
|---------------------------|------|---------------|
| – up to day 180 | 100% | of the salary |
| – from day 181 to day 365 | 90% | of the salary |
| – from day 366 to day 730 | 80% | of the salary |

If an employee is partially unable to work, their continued salary shall be based on the extent of their occupational disability.

If the working relationship continues after the daily allowance payments have ended, the working hours will – unless otherwise agreed – automatically be reduced to the medically certified working capacity.

The salary payments made by BKW are partially covered by insurance benefits (daily allowances); by a collective loss of income insurance policy in the event of illness and by SUVA in the event of an accident. These insurance benefits are transferred to BKW.

BKW shall continue to pay the salary of an employee until the legal end of the employee's employment contract; the insurance benefits shall be paid subject to the applicable terms of insurance. With regard to employees over the age of 65 or who claim old-age and survivors' insurance benefits prematurely, the salary shall be paid for up to 270 days per case of illness in the event of illness. With regard to employees over the age of 70, the statutory provisions apply exclusively.

5.13.2. Pregnancy and maternity

The salaries of employees who are absent due to medical conditions caused by pregnancy shall continue to be paid in the same way as for illness. The full salary will continue to be paid during maternity leave. BKW is entitled to compensation in the form of income compensation.

5.13.3 Paternity and adoption leave

The full salary will continue to be paid during paternity and adoption leave. BKW is entitled to compensation in the form of income compensation.

5.13.4 Leave to care for family members and seriously ill children

The full salary will continue to be paid during leave to care for family members and leave to care for seriously ill children. BKW is entitled to compensation in the form of income compensation.

5.13.5 Military and civil protection service

The salaries of employees performing mandatory military or civil protection service shall be paid in full. The salary shall be paid in line with the table below during basic training and any military advancement service. BKW is entitled to compensation in the form of income compensation.

| | Basic training, NCO school, officer candidate school, quartermaster sergeant and master sergeant training courses, including mandatory and voluntary service | Other advancement services |
|-------------------------------------|---|-----------------------------------|
| Persons with a duty of maintenance | 80% | 100% |
| Persons with no duty of maintenance | 60% | 80% |

The dates of military advancement services must be agreed with the manager. Voluntary service that conflicts with working hours requires consent.

5.13.6 Fire service

No deductions will be made from an employee's salary for fire service unless remuneration similar to the salary is to be paid for the service.

5.13.7 Youth+Sports courses

Employees can petition their manager for paid days off to participate in official courses and events organised by Youth+Sports. Employees can receive up to three days of paid leave per calendar year if the requirements of the company permit. If any income compensation is paid, BKW is entitled to it.

5.13.8 Death

If an employee dies, their salary will always continue to be paid for the current month. If the deceased had maintenance obligations and/or was married or in a registered partnership, or if a life partner had registered with the pension fund, the following salary payments shall also be payable:

- In the first year of service, the salary will be paid for one additional month.
- In the second year of service, the salary will be paid for two additional months.
- From the third year of service onwards, the salary will be paid for three additional months.

The holiday entitlements and time credit shall be counted and paid out in the same way as for an employee leaving the company.

5.13.9 SUVA, disability and military insurance benefits

Depending on the circumstances of the individual case, SUVA, disability and military insurance benefits shall be counted towards the salary either fully or in part.

6 Retirement provision

BKW operates the BKW pension fund within the scope of the statutory provisions. The terms and conditions of inclusion as well as the premiums and benefits are set out in the applicable Pension and Organisational Guidelines of the BKW pension fund.

7 Special rights and duties

7.1 Place of employment

The employment contract shall define the place of employment. For operational reasons, BKW can change the place of employment after consulting the employee. If this also results in a change of residence, BKW shall cover a portion of the moving costs.

7.2 Remote working

Employees of BKW have the option of working remotely if the operational situation permits and if the manager approves it. The everyday work shall remain the same. BKW shall not pay compensation for the provision or use of technical infrastructure, consumables or private areas.

7.3 Confidentiality

Employees are obliged to treat all secret facts and company circumstances of BKW and companies of the BKW Group as confidential in connection with unauthorised employees, third parties and the competition.

Where necessary in order to protect the legitimate interests of BKW, this non-disclosure obligation shall remain in effect even after the termination of the employment relationship. Employees must return all documents, data and records belonging to BKW at the request of BKW or upon the termination of their employment. Copies may not be made without the consent of BKW.

Employees must treat customer data and the personal data of BKW employees and third parties with care and diligence. Such data may not be obtained, processed, used, transferred, stored or destroyed without authorisation. The Federal Act on Data Protection applies.

7.4 Duty to give notification

Employees are obliged to provide BKW (Human Resources and managers) with all personal data required by the employment relationship and to report any changes to their personal circumstances (civil status, births, deaths and changes of address, etc.).

7.5 Data protection

BKW respects and protects the personal sphere of its employees. The processing of personal data shall be limited to the minimum necessary for business operations.

In particular, BKW may use photos, names and further contact information relating to employees on its intranet for internal business purposes (organisational charts, employee directory, etc.). The use of this data on the intranet and in print media without prior consent is only permissible if it is necessary due to the role (e.g. management positions, contact persons, etc.).

BKW shall implement the necessary measures to protect employees' personal data from unauthorised transfer and access. Employees have the right to know which of their personal data has been collected or stored and to demand the rectification of incorrect information. The consultation usually takes place in person on site.

7.6 Data transfers abroad

As part of the employment relationship, BKW might transmit personal data concerning employees abroad. For example, this might be the case with the use of IT services and IT products from external providers (especially data storage with cloud-based services or support with data access). Additionally, BKW can be legally or contractually obliged to disclose personal data to authorities, service providers or contractual partners abroad.

BKW will always adhere to the data protection regulations. If the Swiss authorities have not deemed the country in which the recipient is based to have an adequate level of data protection, BKW will implement the legally mandated measures to guarantee an adequate level of protection. For example, this can take the form of specific contracts (such as the standard contractual clauses of the European Commission). Additionally, BKW will implement appropriate technical and organisational measures to protect personal data.

7.7 Inventions and copyright

Inventions made by employees whilst performing their professional activities must be reported to the manager in writing.

Inventions and designs made by employees whilst performing their professional activities and fulfilling their contractual duties, or to which they contribute, are the property of BKW. At all times, BKW is entitled to modify or supplement inventions, designs and other technical ideas of employees. In accordance with the statutory provisions, BKW reserves the right to purchase and monetise inventions and designs made by employees whilst performing their professional activities, although not fulfilling their contractual duties.

Copyrights and work results obtained or produced by employees whilst performing their professional activities shall automatically and gratuitously become the property of BKW.

7.8 Intellectual property

All business, customer and personal data are the property of BKW and may not be disclosed to third parties or misused in any other way for private purposes. BKW reserves the right to inspect and edit the business information on the BKW network in justified cases. More detailed rules are set out in a separate set of regulations.

7.9 Secondary employment

Employees must obtain approval for any secondary employment by submitting a request to their manager. During the term of the employment relationship, employees may not have secondary employment if it would infringe against their duty of loyalty under their employment contract.

7.10 Participation in authorities and holding of public office

Employees shall inform their manager of any participation in authorities and holding of public office. Such activity must not conflict with their duty of loyalty. Employees are entitled to a maximum of 15 days of paid leave per year for these activities. This leave must be taken in agreement with a manager and may not impede operational requirements.

7.11 Health management

BKW has a corporate health management system in place and offers advice and support in health-related matters.

7.12 Prevention of accidents and injuries

The prevention of accidents and injuries is the joint responsibility of the company and every individual. Employees must take all appropriate safety precautions under the circumstances and follow all instructions and directives issued to them.

7.13 Training and continuing education

BKW encourages continuous training and continuing education for employees with regard to operational requirements and the strategic orientation of the company.

8 Involvement of employees

8.1 Internal cooperation

Internal cooperation aims to achieve a constructive partnership between BKW and its employees that will serve the interests of all parties involved. It aims to promote personal development, job satisfaction, interest, shared responsibility and a positive working environment whilst aiding the successful development of the company and strengthening its performance.

8.2 Contributions in practice**8.2.1 The contributions of the individual in their personal working area**

The contributions of an individual are perceived by all employees in their personal working areas. In order to promote independent responsibility and initiative, employees are assigned authorisations and responsibilities befitting their duties, knowledge and abilities. The improvement of knowledge and skills must be encouraged through training and continuing education and staff promotion.

8.2.2 Work of the Staff Commission

The Staff Commission represents the interests and issues of employees with regard to the management of the group. A detailed breakdown of the work of the Staff Commission, as well as the rules of elections, are set out in a separate set of regulations.

