



Temporary employment agency



Art. 1 Scope of application

- 1.1 These General Terms and Conditions of Purchase ("GTCP") govern the conclusion, content and performance of contracts for the provision of temporary employees by companies of the BKW Group in Switzerland.
- 1.2 In these GTCP, the parties are referred to as the "Employer" and the "Agent". The order and all of its components as well as these GTCP are referred to as the "Contract".
- 1.3 Provided there is no express provision to the contrary in these GTCP, declarations and notices sent by the parties via email also meet the written requirement.

Art. 2 Offer

- 2.1 The offer shall be made free of charge.
- 2.2 The offer is binding during the period specified in the request for a quotation or in the offer. If corresponding information is missing, the Agent remains bound by the offer for three months from the date of the offer.
- 2.3 The Employer or the Agent may withdraw from the contractual negotiations without financial consequences up until the contractual document has been signed, subject to the binding period pursuant to section 2.2.

Art. 3 Contract

- 3.1 The Contract is concluded in written form and enters into force after the contractual document has been signed by the authorised representatives of both parties.
- 3.2 The temporary employment contract must contain the following mandatory information pursuant to Art. 22 (1) of the Federal Act of 6 October 1989 on Recruitment and the Hiring of Services (SR 823.11, Recruitment Act [RecA]):
 - a. The address of the Agent and the licensing authority;
 - b. The professional qualifications of the employee and the type of work;
 - c. The place of work and the commencement of the job;

- d. The duration of the job or the notice periods for termination;
- e. The working hours applicable for the employee.
- f. The agency costs, including all social security contributions.

- 3.3 General Terms and Conditions of Business of the Agent are not an integral part of this Contract.
- 3.4 If the Employer is subject to a generally binding collective bargaining agreement in the sphere of activity for which it has received an enquiry, the Agent must comply with the terms of the collective bargaining agreement in full. It must be clear from the written temporary employment contract that the Employer is subject to the terms of the collective bargaining agreement. If the Agent and the temporary employees provided by it meet the requirements of the generally binding collective bargaining agreement for the hiring of temporary employees, its provisions shall apply unless the provisions of the Contract are more favourable to the employee.

Art. 4 Licences

- 4.1 Personnel leasing and the provision of temporary employees is subject to the Federal Act on Recruitment and the Hiring of Services (Recruitment Act, "RecA") of 6 October 1989 and the associated enforcement ordinance of 16 January 1991 (Recruitment Ordinance, "RecO"). The Agent is responsible for the fulfilment of all statutory requirements and in particular for ensuring that it is in possession of the statutorily prescribed licence from the competent cantonal authority pursuant to Art. 12 et seqq. RecA. This licence must be shown to the Employer on request. The Agent must promptly inform the Employer in the event of any changes relating to the licence. The Agent shall ensure that it has concluded written employment contracts with the employees hired out to the Employer that meet the minimum requirements of the "Collective bargaining agreement for employment services" and do not contain any inadmissible provisions.
- 4.2 In the case of employees who are foreign nationals, the Agent undertakes to ensure that the requisite

residency and work permits have been received. The permits must be submitted to the Employer before commencement of work. If the permits have not been received, the work for the Employer may not be commenced. The Employer must be promptly informed if the residency and/or work permits are revoked for an employee.

- 4.3 The Agent shall be liable to the Employer for damages accruing to it in the event of any non-compliance with the provisions of this Art. 4.

Art. 5 Register extracts

- 5.1 The Agent undertakes to submit to the Employer on request and as required an extract from the Criminal Register and an extract from the Debt Collection Register for the supplied employee before conclusion of the contract. Furthermore, the Agent shall inform the Employer about any ongoing criminal proceedings related to the employee.
- 5.2 An extract from the Criminal Register must be submitted in every case in the event of employment in the Mühleberg Nuclear Power Plant.

Art. 6 Agent's duty of care

- 6.1 The Agent undertakes to select the employee with care in accordance with the requirements of the job and to ensure that there are no conflicts of interest in respect of their employment. If required, they shall carry out the checks stipulated for performing the work.
- 6.2 The Employer may refuse a person without providing a reason.

Art. 7 Execution

- 7.1 Ancillary work activities of the employee that may influence the assignment shall require prior arrangement and the explicit consent of the Employer.
- 7.2 The Agent shall provide the employee with the corresponding tools for their work. The scope and the respective compensation rates shall be defined in the work contract.
- 7.3 The documents and other products created during the work, as well as any copies thereof, must be destroyed or returned to the Employer after completion of the employee's assignment.

Art. 8 Right of instruction and occupational safety

The Employer shall have the sole right to issue instructions to the employee and the sole right of inspection with respect to the performance of the work. It shall thereby observe in particular the directives and statutory provisions on occupational health and safety.

Art. 9 Remuneration and payment terms

- 9.1 The Employer shall remunerate the Agent for the employee's work in accordance with the provisions of the temporary employment contract.
- 9.2 Unless stipulated otherwise in the temporary employment contract, the Employer shall pay a

lump-sum remuneration. This shall include all social security contributions, allowances, expenses and ancillary payments pursuant to the employment contract between the employee and the Agent.

- 9.3 Travel time does not count as working time and will not be remunerated.
- 9.4 Working hours will be recorded using a monthly working hours reporting system and will be verified by the competent personnel of the Employer. The work report shall be deemed to have been approved if the Employer has not objected to it in writing within 20 working days.
- 9.5 VAT must be accounted for separately.

Art. 10 Wage payments and social security contributions

All employer obligations under proprietary and social security law shall remain fully the responsibility of the Agent. This includes in particular the wage payment obligation including any expenses and allowances (e.g. child and family allowances), holidays, the payment of compensation in the event of military service, sickness, accident, invalidity or death, as well as the payment of social security contributions.

Art. 11 Minimum wage requirements / random checking

- 11.1 Employees' wages are determined in accordance with the respectively applicable collective bargaining agreement on the regulations for employment services.
- 11.2 The location of the corresponding Employer is decisive for the local calculation base or, in the case of work at various locations, the assembly point / operations centre shall be decisive.
- 11.3 Upon first request, the Agent shall send the written wage accounts for the employee working for the Employer.

Art. 12 Duration of work

The employee's assignment shall end after the stipulated duration of work has elapsed. In the event of unlimited duration of work, subject to agreements to the contrary in the temporary employment contract, either party may in principle issue notice of termination of the contract subject to the following notice periods:

- a. 2 (two) working days during the trial period and during the first 3 (three) months of uninterrupted work;
- b. 7 (seven) calendar days between the fourth and sixth month of uninterrupted work;
- c. 1 month to the same calendar date of the following month from the 7th month of uninterrupted work.

Art. 13 Overtime

- 13.1 Only overtime that was instructed and has been approved on the work report by the supervisor responsible for the work shall be eligible for remuneration.

- 13.2 Instructed overtime is compensated by free time of the same duration as the instructed additional hours. The balancing of normal working hours with performed overtime, or keeping a time account, is entirely up to the Agent. The Agent shall invoice the Employer at the agreed hourly rates without surcharges.
- 13.3 Overtime work is only permissible in exceptional cases, provided the requirements of Art. 12 of the Employment Act [EmpA] are met. Exceedance of the statutory maximum working hours must be remunerated with a wage and time surcharge of 25%, without exception, and may be invoiced accordingly to the Employer.
- 13.4 Wage surcharges for overtime will be remunerated respectively only for the proportion of the hourly rate that relates to the employee, not however for the entire agreed hourly rate (e.g. pursuant to the work contract CHF 50 / hour, of which the employee proportion = CHF 38).
- 13.5 The Agent is obligated to inform the employees that in principle no more than 50 hours work per week, or 10 hours work per day, may be performed. Exceptions from this provision may only be permitted with the written consent of the site manager of the corresponding Employer.
- 13.6 The separate labour law provisions apply to instructed work at night, on Sundays and public holidays.

Art. 14 Confidentiality

- 14.1 The Agent undertakes to maintain the confidentiality of all information, documentation and data of which it becomes aware when rendering performance and, in particular, will neither make them accessible to third parties nor use them otherwise (trade secrets).
- 14.2 The Agent shall obligate the employee to maintain the confidentiality of the Employer's trade secrets from third parties for the duration of the work. The confidentiality obligation shall continue to apply after the end of the work, as long as the Employer still has a legitimate interest in confidentiality.

Art. 15 Protection and security of personal data

- 15.1 The contracting parties are obligated to comply with the provisions of Swiss data protection legislation. Personal data must only be processed for the performance and execution of the temporary employment contract.
- 15.2 The contracting parties must take all necessary technical and organisational precautions for the protection of personal data.
- 15.3 The Employer may transfer personal data to other companies within the BKW group.

Art. 16 Procedure in the event of an employee's absence

If the employee cannot carry out the agreed work (e.g. due to illness, accident or similar circumstances), the Agent is obligated to replace them with another employee having the contractually required capabilities, subject to prior consultation and agreement with the corresponding Employer. The Employer shall

not owe any remuneration for the time in which the employee does not perform any work.

Art. 17 Joining the Employer

- 17.1 After the end of their assignment, the Employer may accept a temporary employee into a direct employment relationship.
- 17.2 Such acceptance is free of charge subject to Art. 17.3 and 17.4.
- 17.3 In the event of acceptance of a temporary employee into a direct employment relationship, the Employer shall owe a remuneration, if
- the assignment lasted less than three months, and
 - the hiring takes place less than three months after the end of the assignment.
- 17.4 In such cases, the compensation shall amount to 10% of the net wage paid to the employee.

Art. 18 Security regulations

In its contract with the employee, the Agent must obligate the employee to comply with the access and security regulations.

Art. 19 Default

- 19.1 In the event of failure to meet the deadlines defined in the contract with respect to the work performed by the employee, the Agent shall be immediately in default.
- 19.2 In the event of the employee's unexcused absence from the agreed place of work at the agreed working times, the Agent may be charged an amount of up to CHF 500. An absence shall be deemed excused if the employee notifies the competent supervisor of the Employer about the absence before the commencement of work or can provide justified proof thereof.

Art. 20 Partial invalidity

Should individual provisions of this contract be or become partially or wholly legally ineffective, this shall not impinge upon the effectiveness of the other provisions. An ineffective provision should thereby be interpreted or adapted such that its intended purpose is achieved, insofar as this is legally permissible.

Art. 21 Succession in title

- 21.1 Both parties are bound to transfer the respective contractual relationship together with all rights and obligations to any successor in title. The transferring party shall be released from its contractual obligations only if the successor in title declares entry into the contract in writing and the other party consents.
- 21.2 Either party may reject the successor in title if the latter is unable to meet the contractual obligations.
- 21.3 The transfer to group companies of BKW does not require the consent of the other party. The term "BKW Group companies" includes BKW AG as well as all companies in which BKW AG directly or indirectly holds a stake of more than 50%, or which it controls in any other way.

Art.22 Applicable law and place of jurisdiction

22.1 Swiss substantive law shall apply.

22.2 In the event of disputes arising from or in connection with the contract, the place of jurisdiction shall be as follows:

- a. for actions brought by the Employer: the registered office of the Employer or the registered office of the Agent;
- b. for actions brought by the Agent: the registered office of the Agent.