



Staff recruitment on a contingency basis



Art. 1 Scope

- 1.1 These General Terms & Conditions of Purchase (hereinafter "GTCP") govern the conclusion, content and execution of contracts for the provision of recruitment services via BKW Group's online agency portal (BKW agency access).
- 1.2 In these GTCP, the parties are referred to as "principal" and the "recruitment agency".

Art. 2 Conclusion of contract

- 2.1 By submitting a candidate dossier to the principal via the career site or the online recruiting platform, the recruitment agency declares its agreement with these GTCP.
- 2.2 **The recruitment contract is concluded and enters into full force and effect on submission of the candidate dossier to the principal.**
- 2.3 The recruitment agency's general terms and conditions are hereby expressly excluded and are not a part of this contract.

Art. 3 Services of the recruitment agency

- 3.1 The recruitment agency will select and recruit suitable managerial and specialist staff for permanent positions.
- 3.2 **The principal will not accept any candidate dossiers from persons who have had a temporary or permanent employment contract with the principal or a BKW Group company in the last 12 months. This also applies to student employees, interns and trainees.**
- 3.3 Before submission of a dossier, the recruitment agency must check the suitability of the candidate at least once in a personal interview. It must also provide a written analysis and ensure that the candidate is seriously interested in the position with the principal.
- 3.4 The recruitment agency must submit to the principal BKW a complete candidate dossier, containing the following information:
 - a. Description of the candidate
 - b. Copy of the candidate's CV
 - c. References
 - d. Diplomas/certificates
 - e. Other documents required to apply for the position

- 3.5 The recruitment agency will voluntarily submit a copy of its Swiss staff recruitment licence (Personalvermittlungslizenz) authorising it to recruit staff in Switzerland.

Art. 4 BKW agency access

- 4.1 The recruitment agency must submit the candidate dossier via BKW agency access. Candidate dossiers may be submitted only for positions listed on BKW agency access.
- 4.2 Access to BKW agency access may be requested from the HR Recruiting Partner responsible for the position. The principal BKW may deny a request without provision of a reason.
- 4.3 Direct contact with principal's management may take place only in consultation with the responsible HR Recruiting Partner.

Art. 5 Fee/conditions

- 5.1 The principal BKW undertakes to pay a fee on a contingency basis if an employment contract is concluded between the principal BKW and the candidate referred by the recruitment agency within six months after submission of the dossier.
- 5.2 The fee is calculated as follows:
 - a. 14% for an agreed gross salary of up to CHF 100,000;
 - b. 16% for an agreed gross salary of up to CHF 140,000 and
 - c. 18% for an agreed gross salary of CHF 140,001 or more.
- 5.3 If the employment contract is concluded on terms other than those initially offered or if the candidate is hired for a position other than the one originally planned, this shall not affect the recruitment agency's entitlement to the fee.
- 5.4 The basis of calculation is the gross annual salary agreed between the principal and the candidate in the employment contract, excluding performance-based components and expenses. In the event of a reduced level of employment, the reduced gross annual salary will serve as the basis for the calculation.
- 5.5 The recruitment agency shall submit its invoice immediately after conclusion of the employment contract.

- 5.6 All invoice amounts are exclusive of VAT. VAT will be invoiced at the applicable rates.
- 5.7 Invoices are due for payment 30 days after submission of the invoice.

Art. 6 Guarantee of success/refund

- 6.1 If the employer or the candidate gives notice of termination of the employment contract within the contractually agreed probationary period and if the recruitment agency cannot find a replacement candidate within a reasonable period of time, the recruitment agency undertakes to refund 75% of the fee to the principal BKW within 30 days.
- 6.2 This does not include cases where the candidate is unable to assume their position due to the fault of the principal.
- 6.3 The refund must be made within 30 days after the end of the employment relationship.

Art. 7 Duty of care

In carrying out its duties this contract, the recruitment agency undertakes – in compliance with any instructions issued by the principal and statutory provisions – to exercise the greatest care, to provide a professional level of service and to adhere to applicable rules of professional conduct if this contract does not prescribe a higher standard. Furthermore, the recruitment agency undertakes to entrust only experienced and highly qualified persons with the performance of this contract.

Art. 8 Involvement of third parties

The recruitment agency shall provide the service personally. Delegating activities to a third party requires written authorisation from the principal. In any case, the recruitment agency remains responsible for providing services in line with the contract. Art. 399 para 2 of the Swiss Code of Obligations is expressly excluded.

Art. 9 Sustainability Standards

The recruitment agency undertakes to comply with the provisions in the Appendix "Sustainability Standards of BKW for Suppliers". In the event of any discrepancy between the GTCP and the Appendix, the provisions in the Appendix shall take precedence over the provisions of the GTCP.

Art. 10 Data protection

- 10.1 The recruitment agency may use the candidate's personal data collected as part of its order only for the purpose of selection and recruitment of staff and will not share personal data without the written consent of the principal and the candidate. The principal is entitled to impose additional restrictions; for example, it may indicate that data may be used only in anonymised form.
- 10.2 The recruitment agency shall take all appropriate technical and organisational security measures to ensure that personal data is protected against

accidental or intentional manipulation, loss, destruction or access by unauthorised parties. The personal data collected must be permanently deleted after the end of the order.

- 10.3 The recruitment agency undertakes to ensure that the obligations arising from section 10 are adhered to by its employees and any other third parties involved as part of its performance of the contract.

Art. 11 Confidentiality

- 11.1 Without the prior written consent of the principal, no confidential information and documents of the principal (e.g. clients, business relationships, business processes, etc.) obtained from the principal or third parties in the course of service provision under the contract may be disclosed to third parties or used for purposes other than providing services in accordance with the contract.
- 11.2 The duty of confidentiality continues even after termination of this contract.

Art. 12 Liability

- 12.1 The recruitment agency is liable to the principal for all damage that it causes.
- 12.2 Insofar as the principal is made liable for an act or omission on the part of the recruitment agency and is required by a court to pay a sum of money, the recruitment agency must indemnify the principal against this claim and release it from all costs, such as legal and court costs. The ability to be sued and standing to sue remains with the principal. A settlement made by the principal is binding for the recruitment agency in all cases. The above provision applies in particular in the event of copyright infringement caused by the recruitment agency in connection with the performance of this contract.

Art. 13 Final provisions

- 13.1 Swiss substantive law shall apply.

13.2 Shall be the following place of jurisdiction in disputes out of or in connection with the contract:

- a. for actions brought by the principal: the registered office of the principal or the registered office of the recruitment agency;**
- b. for actions brought by the Supplier: the registered office of the principal**

Appendix

Sustainability Standards of BKW for Suppliers

Introduction

The following sustainability standards apply to all contractually agreed activities, products and services. In the case of activities in connection with production lines, the provisions apply to all phases of the system concerned, from planning, installation and operation to dismantling or retrofitting.

1 Social and Economic Principles

- 1.1 The SUPPLIER undertakes to respect human rights within its own sphere of influence and not to be complicit in human rights violations.
- 1.2 The SUPPLIER undertakes to comply with the laws of the applicable legal system, in particular those relating to competition, corruption, illegal employment and the environment.
- 1.3 The SUPPLIER undertakes to abide by a code of fair competition and refuses to engage in unfair competitive practices, such as price fixing, agreements on conditions, market sharing or coordinated practices with competitors.
- 1.4 The SUPPLIER undertakes to comply with the applicable health & safety regulations and to adhere to the wage and working conditions under the collective labour agreements, the standard employment contracts and, in the absence thereof, the customary local and professional regulations.
- 1.5 The SUPPLIER undertakes to carry out its business operations in accordance with the tax regulations applicable under the respective national law and to pay the relevant taxes in due time (in Switzerland: e.g. cantonal and municipal taxes, federal direct tax, value added tax).
- 1.6 The SUPPLIER undertakes to pay the social security contributions applicable under the respective national law (in Switzerland: e.g. DASI, IV, LEC, FAK, TC, OPA and AIA) in due time, including employee contributions deducted from wages.
- 1.7 If the SUPPLIER is a legal person, it shall carry out the necessary registration as an independent company for social insurance for itself and its employees. If it is not a legal person, it must prove that it is affiliated to a compensation fund as a self-employed person.
- 1.8 The CONTRACTOR is not liable for any social contributions (Old Age and Survivors' Insurance, Disability Insurance, Unemployment Insurance, etc.) or other compensation payments, in particular in the event of accident, illness, disability or death, or any occupational pension contributions. In the event that the social insurance authorities do not recognise the SUPPLIER as self-employed, the CONTRACTOR may claim back any employer contributions or offset them against the fee.

- 1.9 The SUPPLIER undertakes to respect the intellectual property rights of third parties.
- 1.10 The SUPPLIER undertakes to disclose information as relevant and appropriate at regular intervals about its business activities, operating results, social welfare issues, environmental issues and foreseeable risks.
- 1.11 The SUPPLIER agrees to impose a duty on its subcontractors to comply with the provisions set out in section 1.

2 Basic Principles Relating to Employees

- 2.1 The SUPPLIER undertakes to promote equal opportunities and equal treatment of all employees regardless of gender, nationality, sexuality, denomination, origin, skin colour or other personal characteristics.
- 2.2 The SUPPLIER undertakes, in accordance with ILO Conventions 138 and 182, not to employ any workers against their will and not to recruit any workers who are below the relevant minimum age.
- 2.3 The SUPPLIER undertakes to recognise the freedom of assembly of their employees and to comply as a bare minimum with the applicable regulations laid down in the respective national legal systems. The European Convention on Human Rights (ECHR) and the Universal Declaration of Human Rights (UN Covenants I and II) must be observed in all cases.
- 2.4 The SUPPLIER undertakes to ensure the health and safety of its employees by adhering to the statutory limits and safety precautions and by appropriate and regular training input.
- 2.5 The SUPPLIER undertakes to ensure that its employees are adequately remunerated and receive the statutory national minimum wage as well as the social benefits and other support contributions applicable in the region, and guarantees equal treatment of men and women regarding pay.
- 2.6 The SUPPLIER domiciled or established in Switzerland undertakes to comply with the health and safety regulations applicable in Switzerland (maximum weekly working time, rest periods and breaks). The health and safety regulations are deemed to be collective labour agreements and normal employment contracts; where no such contracts exist, the local or customary working conditions for the industry shall apply. The SUPPLIER domiciled outside Switzerland shall comply with the relevant provisions applicable where the services are rendered.
- 2.7 If the SUPPLIER second workers from abroad to Switzerland in order to perform the services, the provisions of the Posted Workers Act of 8 October 1999 shall be observed.
- 2.8 The SUPPLIER agrees to impose a duty on its subcontractors to comply with the provisions set out in section 2.