

General Terms and Conditions (AGB) of WiB Solutions AG for the recruitment agency

Scope

These General Terms and Conditions (GTC) govern the conditions that apply when candidates (hereinafter referred to as candidates) are placed with WiB Solutions AG by recruitment agencies.

The WiB will only take into account candidate dossiers sent to it if the recruiter simultaneously sends a signed copy of these General Terms and Conditions to the candidate dossier. A signed copy of these General Terms and Conditions must be sent for each vacancy or position. Any deviation from these terms and conditions requires the written consent of WiB Solutions. The currently valid version of these General Terms and Conditions is available on our website (www.wib.ch). Terms and conditions of the recruitment agency are not valid.

If the recruiter sends a candidate dossier to WiB Solutions AG without a signed copy of these General Terms and Conditions of Business at the same time or in advance, the dossier sent will not be taken into account. This allows WiB Solutions to handle the information freely (e.g. contact, consider another recruiter with the same dossier).

If a presented candidate applies directly to WiB Solutions after more than 6 months, the agent is no longer entitled to a commission.

Scope of services and duties of the recruiter

The recruiter carries out a pre-selection of management and specialist personnel for permanent positions for WiB. The recruiter is obliged to examine the proposed candidates in a personal interview to determine their suitability for the advertised position before sending a complete dossier to WiB Solutions. The recruiter will only send candidate dossiers to WiB if he/she believes to the best of his/her knowledge that the candidate to be placed is suitable for the vacant position. The services of the recruiter include in particular:

- Description of the candidate or summary of the interview and reference requests
- Compilation of the curriculum vitae written by the candidate
- Salary expectations and availability
- all work certificates
- all education and training diplomas
- other documents relevant for the application

Additional services provided by the recruiter such as advertisements in print or online media, assessments, aptitude tests and personality analyses as well as travel expenses will only be reimbursed by WiB Solutions if these have been agreed in writing. The recruiter confirms that he/she has an operating licence from the cantonal employment office or the State Secretariat for Economic Affairs (SECO). The WiB can also independently search for personnel and/or call in other recruitment agencies at any time in relation to the job in question. The recruiter does not have exclusive placement rights. WiB Solutions is entitled to withdraw from the placement contract at any time.

Placement fee

WiB Solutions AG only owes the recruitment agency the placement fee if the employment contract between WiB and the candidate presented by the recruitment agency for the advertised position is

signed. WiB will inform the recruiter immediately in writing of the conclusion of the employment contract. No placement fee is owed, for example, if

As a rule, the WiB informs the recruiter in writing (by e-mail or letter) within five working days of receipt of the candidate dossier and the signed terms and conditions that the presented candidate is already known to the WiB;

- a candidate has already applied for this position or is applying for a different position at WiB Solutions than the one the recruiter recommended him/her for;
- a candidate is recommended by another recruiter for this or another job at WiB than for the one for which the first recruiter recommended him/her
- a candidate is rejected by WiB and after a period of nine months or longer is employed by WiB Solutions AG for the same or another position.

The placement fee is calculated as a percentage of the basic gross annual salary (including 13th month's salary) agreed between WiB and the candidate recommended by the recruiter. The gross basic annual salary does not include one-off payments in connection with a change of job such as entry bonuses, transfer payments, payments to pension funds, relocation allowances, etc. or variable salary components such as profit-sharing, bonuses, premiums, expense allowances, meal allowances, child allowances, shift, risk or standby allowances, etc.

The following agency fees (excl. VAT) are applicable:

Gross basic annual wage (fix)	Fee Rate
up to CHF 100'000.-	12-14%
over	17%

For part-time contracts (less than 80%), the relevant placement fee is determined on the basis of the gross basic annual salary (including 13th month's salary) under the hypothetical assumption of full-time employment. The brokerage fee is 2/3 of this value. The placement fee plus VAT covers all services (including expenses) provided by the recruiter. The recruiter is responsible for paying other taxes and other expenses. The claim to the placement fee arises with the conclusion of the contract between the candidate and WiB Solutions AG. The recruiter will invoice WiB for the placement fee with a payment deadline of 60 days from the start of employment.

Guarantee of success and reimbursement of the placement fee

In the following cases, the placement fee must be refunded to WiB Solutions AG within 30 days of notification of termination of the employment relationship between WiB and the candidate or of non-entry by the recruiter:

- Candidate does not take up the position: 100% of the placement fee is refunded, unless the candidate does not take up the position through the fault of WiB.
- Termination of the employment contract within the contractually agreed trial period: reimbursement of 100% of the paid placement fee regardless of who terminates the contract.



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- In the event of termination without notice by WiB within 6 months of starting the job: refund of 50% of the placement fee paid.
- Termination of the employment contract within 12 months after conclusion of the contract, if the employment would not have taken place through disclosure of information that was known to the recruiter or should have been known upon careful clarification: reimbursement of 100% of the paid placement fee.

Termination is equivalent to an agreement between WiB and the placed candidate to terminate the contract. WiB Solutions also reserves the right to reclaim compensation from the recruiter for the higher, effective expenses incurred in connection with the termination of the employment relationship.

With his signature, the recruiter confirms that he has read, understood and accepted the General Terms and Conditions of WiB:

Date

Recruiter (company stamp and signature)
