

General Terms and Conditions



General Terms and Conditions — Employee Leasing

1 Subject Matter

These General Terms and Conditions for Employee Leasing lay out the conditions for hiring Bechtle Schweiz AG, IT-SERVICES employees named in an Individual Contract during the contract duration as defined in the corresponding Individual Contract.

The rights and obligations from these General Terms and Conditions are agreed upon with the signing by both Parties of the Individual Contract. Conditions in the Individual Contract that deviate from those in the Framework Agreement take precedence.

2 Contract Duration, Project and Role

BECHTLE, IT-SERVICES (hereinafter referred to as IT-S) shall provide the CUSTOMER with employees for the period of time defined in the Individual Contract. CUSTOMER's employees shall be employed for this period of time within the framework of the project and in a role defined in the Individual Contract.

3 Working Hours and Remuneration

3.1 Working Hours and Leave

Daily working hours are set out in the employees' Individual Contracts. Commuting time to and from the place of work in accordance with Section 4 do not count towards working hours unless otherwise agreed in the Individual Contract.

Over the period of the contract, the employee has the right to take the leave as laid out in his employee contract plus any federal bank holidays at the CUSTOMER's location.

3.2 Hourly Rate

When hiring an employee, the CUSTOMER owes IT-S the hourly rate agreed in the Individual Contract.

If the employee works outside of the regular working hours at the request of the CUSTOMER, these additional hours shall be remunerated as follows:

Working Hours	Surcharge as a % of the hour - or daily rate in accordance with Paragraph 1.
Day (Monday - Friday) 07:00 — 20:00	0
Day (Saturdays) 07:00 — 20:00	50
Evenings (work days) 20:00 — 23:00	25
Nights (work days) 23:00 — 07:00	50
Sundays and bank holidays General	100

The CUSTOMER is obliged to comply with the legal provisions regarding occupational health and safety for IT-S employees.

3.3 Expenses

The invoicing of expenses incurred by employees within the framework of their employment are regulated in the respective Individual Contracts.

3.4 Invoicing

IT-S shall invoice monthly for the number of working days or hours and additional expenses as reported by and signed off on by the CUSTOMER. Invoices are to be paid within 30 days of receipt. Prices are in CHF, net and excluding VAT.

4 Place of Work and Work Infrastructure

The employee's place of work for the period of the contract is at the CUSTOMER's site unless otherwise stated in the Individual Contract. The CUSTOMER shall provide the employee with the tools required.

5 Health and Safety — Occupational Health

The hired employee's place of work is subject to the CUSTOMER's occupational health monitoring (compliance with accident prevention regulations, etc.)

6 Regulations and Orders

During the period of employment, the employee is subject to the CUSTOMER's regulations and orders.

7 Warranty and Liability

IT-S guarantees that the employee has the professional skills required and is in possession of a valid work and residence permit.

Should an employee not fulfil the CUSTOMER's requirements, the employee may be rejected within the first two weeks of the contract, to terminate the Individual Contract with one days' notice and to request a replacement from IT-S.

IT-S shall only be held liable for damage caused by their employees intentionally or as a result of gross negligence in the course of carrying out their work. IT-S cannot be held liable for other damage, particularly that caused as a result of insufficient instruction or monitoring of the employee by the CUSTOMER or due to the employee having to undertake work for which they do not have the required expertise.

8 IT-S as an Employer

Regardless of the fact that the employee is subject to the CUSTOMER's regulations and orders, there shall be strictly no employment contract between the two.

IT-S ensures that it will comply with its obligation to pay all social security contributions, tax and other charges.

IT-S' obligations as an employer pursuant to the statutory or contractual provisions shall in no way be affected by the Individual Contract. As far as necessary and within reason, the CUSTOMER shall support IT-S to carry out its legal or contractual obligations and shall not implement any measures to prevent IT-S from doing so.

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9 Hiring IT-S Employees

If an employee terminates its contract at IT-S for no apparent reason and is then hired by the CUSTOMER in a permanent position immediately after the contract has ended, IT-S shall be entitled to indemnification (See T+Cs provided) Generally speaking, the hiring of employees is possible, but must be contractually agreed upon between the CUSTOMER and IT-S.

IT-S shall ensure organisational and technical preparation in collaboration with the future employer.

10 Contract Start and Duration

Contract duration is defined in the respective Individual Contracts. If the Individual Contract is concluded for an indeterminate period of time, the following termination provisions apply.

On signing the Individual Contract, the General Terms and Conditions apply.

A limited Individual Contract ends when the agreed upon contract duration expires.

An Individual Contract concluded for an indeterminate period of time may be terminated by either Party with a notice of two months to the end of the month. Termination must be made in writing.

11 Extraordinary Contract Termination Individual Contract

Both Parties are entitled to terminate an Individual Contract in writing, without observing the notice period, after presenting important reasons and giving corresponding prior written warning.

IT-S also has the right to terminate an Individual Contract in writing if the contractual relationship between the CUSTOMER and IT-S or the employee and IT-S ends. In this case, IT-S is obliged to promptly inform the CUSTOMER of the change in relationship with the employee. An Individual Contract ends at the same time as a working relationship is terminated.

12 Safeguarding Provisions

- a. If an employer employs one of the suggested candidates within 12 months of the application being received, we have the right to demand the remuneration in accordance with the section "Hourly rate", even if the position differs to the one that was originally planned, regardless of whether it is a full or part time position and regardless of the reasons that led to the contract being concluded. This also applies if our suggested candidate spontaneously contacts the customer or vice versa, or if the candidate's name has been given to the customer by a third party.
- b. Neither party may contact / compete for the respective customers of the partner without prior written consent. This includes but is not limited to customer contact, all types of correspondence with customers, staffing and other services in IT and/or personnel leasing of both parties. A company is deemed a customer if it generates turnover for the respective partner, or employs or hires workers via that partner. In the event that a party enters into competition with the other party, the former party must pay the injured party compensation to the amount of CHF 250,000.00.
- c. Application documents and other candidate information will be given to the CUSTOMER only with the candidates' consent. The CUSTOMER must treat these as confidential. The CUSTOMER agrees only to take up contact with candidates after consulting IT-S. Any documents not required shall be returned to IT-S or destroyed. Documents shall not be given to third parties without the consent of both the candidates and IT-S. References may only be attained with the consent of the candidate.

13 Intermediary Provision

Until such time as it receives notification of mandate completion, IT-S may, at its discretion, present candidates' application documents to third parties.

14 Commencement of Supplied Candidate's Employment

IT-S shall assume no responsibility for any damages or additional expenses incurred should the employee not commence employment, whatever the cause.

15 Validity

These General Terms and Conditions for Employee Leasing come into effect upon award of contract, announcement of a vacancy, and in the event that a candidate—whose application documents were provided by IT-S—is accepted.

16 Protection of Client Data

IT-S agrees to handle orders with all due care and discretion and to only convey confidential company information to candidates with the consent of the client.

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17 Severability Clause

If one or more of the provisions of this Agreement be void, ineffectual or unfeasible, the remaining provisions shall remain unaffected.

The Parties are obliged to replace void and ineffectual provisions with new ones that are as close as possible to the invalid and ineffectual provisions.

The same applies if an omission to this Agreement should become apparent. To rectify the omission, the Parties are obliged to define appropriate provisions that come as close as possible to what the Parties would have agreed if they had considered the need for one.

18 Place of Jurisdiction

All disputes arising from this Framework Agreement or an Individual Contract which cannot be settled amicably shall be resolved by the ordinary courts.

The place of jurisdiction is the location of IT-S. IT-S also has the right to file a suit against the CUSTOIMER in this location.

Place, date:

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CUSTOMER signature:

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Name in block capitals:

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