

## Terms and Conditions (GTC) for cooperation between Ziemer Ophthalmic Systems AG and Employment Agencies

### 1. Scope

These General Terms and Conditions (GTC) apply to all recruitment transactions between the Employment Agency, hereinafter referred to as "Agency" and Ziemer Ophthalmic Systems AG, hereinafter referred to as "Ziemer". By entering candidate dossiers by the Agency to Ziemer these terms and conditions fully apply. General terms and conditions of the Agency are hereby expressly excluded. The current and binding version of the GTC are published on the Internet at [www.ziemergroup.com/jobs](http://www.ziemergroup.com/jobs). The GTC do not apply if Ziemer actively commissions an Agency for the recruitment and placement of candidates. However, such mandates are the exception at Ziemer and are subject to a separate contract.

### 2. Scope of services and obligations of the Employment Agency

The Agency takes over the selection and recruitment of specialists and management personnel for Ziemer on a success basis. In any case, Ziemer reserves the right to co-operate with other personnel service providers and to consider direct job applications. There is no entitlement of exclusivity for the Agency. The recruitment service provider has examined candidates which he proposes for a vacancy at least once in a personal interview before submitting a complete dossier to Ziemer (description of the candidate, copy of the CV written by the candidate, all certificates, diplomas and other documents relevant to the application).

The recruitment agency ensures that the candidate is in possession of the following:

- a valid operating license from the cantonal labor employment office in accordance with the Employment Agency Act (AVG) and the Employment Agency Ordinance (AVV, SR 823.111)

and for placements to or from abroad

- a valid authorization from the State Secretariat for Economic Affairs (SECO)

Ziemer expressly reserves the right to refrain from cooperation with the Employment agency without compensation and without further justification in the event of violations of the required conditions.

### 3. Contacts with Ziemer

The primary contact person for Agency by telephone as well as in writing is the contact person listed in the job advertisement from Ziemer. The personnel service provider should upload the application dossier via the Ziemer online tool. Ziemer HR department checks the documents and contacts the Agency. A direct contact to a specialist may only be sought if this person is listed explicitly in the ad.

### 4. Agency fee / conditions

By signing the employment contract between Ziemer and the candidate recruited by the Agency, Ziemer commits to pay an agency fee. The placement fee is calculated as a percentage of the gross annual salary (excluding performance-related components and without expenses, commissions or other compensations). In case of part-time employment, the fee is based on the calculated gross annual salary, adjusted to the part-time work period. It is calculated as follows:

| Gross annual salary  | Agency fee |
|----------------------|------------|
| Up to CHF 80,000.00  | 10 %       |
| Up to CHF 100,000.00 | 12 %       |
| Up to CHF 150,000.00 | 15 %       |
| Up to CHF 200,000.00 | 20 %       |

The commission is exclusive of VAT and includes all services (including expenses) of the Agency.

If a second proposed candidate or several candidates are hired for the same profile or for other positions, Ziemer owes the personnel service provider a one-time fee of CHF 5,000.00 for each additional candidate(s).

If no contract of employment is signed with a candidate proposed by the Agency, Ziemer owes no fee to them, irrespective of the reasons that led to it.

## **5. Repayment / Guarantee of Success**

A repayment of the agency fee by the Agency to Ziemer takes place in the following cases:

- 1) Mediated candidate does not join the position:

Refund of 100% of the agency fees within 30 days. Excluded from this condition are those cases in which the candidate cannot take up the position due to Ziemer's fault.

- 2) Termination of the employment contract with the candidate within the contractually agreed probationary period (maximum of 3 months in Switzerland), regardless whether the termination of the employment relationship is initiated by Ziemer or the candidate, respectively no matter for what reasons:

Refund of 50% of the agency fee within 30 days. In the event of termination without notice by Ziemer (gross misconduct or similar reasons caused by the candidate), the refund is 75% of the agency fees.

- 3) The Agency retains information from Ziemer which by full disclosure would have led to the decision not to hire the candidate. This also applies to information the personnel service provider should have known had he followed the code of conduct in regards to the due diligence:

Refund of 100% of the agency fee within 30 days. In addition, in such cases, Ziemer reserves the right to demand compensation from the Agency for the higher actual expenses incurred in connection with the termination of the employment relationship.

## **6. Exclusion of an agency fee**

- Until the signing of the employment contract by the candidate, Ziemer or the personnel service provider may withdraw from the recruiting business at any time without financial consequences, in particular without any entitlement to an agency fee.
- If the Agency presents a candidate who is already known and registered by Ziemer, or if a candidate seeking recruitment applies on his own directly and / or by a third party at the same time and / or after 6 months after unsuccessful placement (see point 4) for any further vacancies at Ziemer, then Ziemer does not owe any agency fee to the recruitment agency for the possible conclusion of a labor contract with the candidate. Ziemer indicates this in good time to the personnel service provider.

## **7. Privacy /Data protection**

The Agency is committed to absolute confidentiality. All confidential company or personal information will in any case be forwarded only with the written consent of Ziemer or the candidate. Information that is generally accessible will not be affected.

## **8. Final Provisions**

Place of jurisdiction for all disputes between the Employment Agency and Ziemer is Biel. All legal relationships between the parties are exclusively governed by Swiss law.

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