

## Supplementary General Terms and Conditions of Purchase for Staff Providers Issue January 2024

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### Supplementary General Terms and Conditions of Purchase for Staff Providers

#### 1. Entry into force and scope of application

These General Terms and Conditions of Purchase for Staffing Service Providers apply to the purchase or use of services in the field of personnel placement. In addition, the General Terms and Conditions of Purchase of Hamilton Services AG apply, which can be accessed via the following link: <https://www.hamiltoncompany.com/general-terms-and-conditions>. In the event of any discrepancy, the provisions of the General Terms and Conditions of Purchase for Personnel Service Providers shall prevail over the provisions of the General Terms and Conditions of Purchase of Hamilton Services AG.

The General Terms and Conditions of Purchase for Personnel Service Providers and the General Terms and Conditions of Purchase of Hamilton Services AG are hereinafter also referred collectively as the "General Terms and Conditions of Purchase".

Our General Terms and Conditions of Purchase shall apply exclusively. Conflicting or deviating general terms and conditions of the supplier or service provider shall only be recognized by us if we have expressly agreed to them in writing. Acceptance of services or their payment does not constitute consent, even if such acceptance or payment is made in the knowledge of conflicting or supplementary contractual conditions of the supplier/service provider. Likewise, any previously agreed contractual terms and conditions of the supplier that conflict with or supplement these General Terms and Conditions of Purchase shall no longer be recognized.

These General Terms and Conditions of Purchase apply not only to [Hamilton Services AG] but also to all companies affiliated with [Hamilton Services AG] (hereinafter referred to as the "Hamilton Group").

With effect from August 1, 2023, all contracts concluded by Hamilton with staff or personnel service providers are subject exclusively to these supplementary General Terms and Conditions of Purchase.

#### 2. Subject matter of the contract

Recruitment services within the meaning of the General Terms and Conditions of Purchase are all recruitment services in connection with permanent positions for companies of the Hamilton Group. This includes both the recruitment of suitable candidates in accordance with the client's requirement profile and the assessment and selection of candidates for

one or more vacant positions within the Hamilton Group.

#### 3. Fee

The hiring of a candidate proposed by the staffing /personnel service provider triggers a flat fee calculated as follows:

12% with a gross annual salary  
up to CHF 80'000

15% for a gross annual salary  
up to CHF 100'000

17% with a gross annual salary  
up to CHF 120'000

18% with a gross annual salary  
up to CHF 140'000

20% on a gross annual salary  
from CHF 140,000

The annual salary includes a 13th month's salary, but does not include no additional benefits such as variable compensation, bonuses, allowances etc. In the case of fixed-term employment contracts, the fee is calculated on the theoretical annual income. In the case of part-time contracts, the total fee (100% position) is used as the basis for calculation. The resulting fee is reduced by the part-time factor.

#### 4. Terms of payment

The fee is due after the placed candidate begins work and is payable within 30 days of Hamilton's receipt of the invoice.

#### 5. Guarantee

If a placed candidate does not accept the position, all fee claims of the staffing agency are forfeited. Any payments already made shall be repaid immediately by the staffing agency. If the employment relationship is terminated during the agreed probationary period, for whatever reason, the personnel service provider's flat fee shall be reduced by 50%. Any payments made by the Hamilton Group in excess of this reduced flat fee must be repaid immediately by the staffing agency.

#### 6. Candidate protection

The fee claim remains valid for six months for any subsequent contact and formation of an employment relationship. The date of submission of the application documents by the recruitment agency is deemed to be the start of the six-month period. The party initiating the employment relationship is irrelevant.

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### **7. Confidentiality and data protection regulations**

Hamilton and the staffing agency agree to maintain the confidentiality of all information and data that is not generally known and of which the parties become aware of during the collaboration. The staffing provider hereby confirms and guarantees to comply with the legal requirements of the data protection law (including GDPR, UK GDPR, revDSG). The parties act as independent data controllers. The recruitment agency guarantees that the candidates concerned will be informed explicitly and in detail that their personal data will be transferred to the companies of the Hamilton Group. This information includes all relevant data protection information, including the purposes of the processing and the rights of the data subjects, as well as a reference to the email address [dpo@hamilton.ch](mailto:dpo@hamilton.ch) and privacy policy <https://jobs.hamilton.ch/impressum/>.

### **8. Additional services subject to a charge**

In the absence of individual contractual agreements have been made, all services provided by the staffing agency are covered by the flat fee.

In the case of individual contractual agreements, the type of service, duration and costs must be specified. The costs must be stated with a cost ceiling / limit.

### **9. Authorization requirement**

The staffing agency confirms that it has a valid license for the placement of personnel in Switzerland when concluding the contract with Hamilton. At Hamilton's request, the staffing service provider must provide its license at any time.