

GENERAL TERMS AND CONDITIONS COLLABORATION BETWEEN THE HIRSLANDEN PRIVATE HOSPITAL GROUP AND RECRUITMENT AGENCIES 15 OCTOBER 2019

1. SCOPE OF APPLICATION

These conditions apply for personnel recruitment on a success basis between the recruitment agency and the Hirslanden Private Hospital Group (including all Hirslanden hospitals and outpatient clinics).

Framework agreements and other agreements with personnel service providers on a success basis are hereby terminated. Deviating agreements must be approved in writing by Hirslanden Corporate Office, Center of Excellence Sourcing & Employer Branding.

All contracts with personnel service providers that involve a commission fee now require the written approval of Hirslanden Corporate Office, Center of Excellence Sourcing & Employer Branding.

Awards of mandates, contracts with headhunters, and framework contracts for temporary staff are excluded from these conditions. Such contracts must be approved in writing by Hirslanden Corporate Office (Center of Excellence Sourcing & Employer Branding).

When a candidate file is submitted by the recruitment agency to the Hirslanden Private Hospital Group, these conditions are considered to have been accepted in full. The general terms and conditions of the recruitment agency are herewith considered to be expressly excluded and not accepted.

2. SCOPE OF SERVICES OF THE RECRUITMENT AGENCY

The recruitment agency must test the candidates that it recommends for the vacancy at the Hirslanden Private Hospital Group thoroughly for suitability for the post, and carry out the necessary personal interviews, before sending the Hirslanden Private Hospital Group a full file (description of the candidate, copy of the curriculum vitae provided by the candidate, all references, certificates/degrees, copy of identity document for foreign nationals, and other documents necessary for the application).

3. FEES/CONDITIONS

Upon the signing of an employment contract between the Hirslanden Private Hospital Group and the candidate recruited by the recruitment agency for the advertised post, the Hirslanden Private Hospital Group undertakes to pay a fee. The fee to be paid shall be based on the gross annual fixed income contractually agreed with the candidate. It shall be calculated as follows:

Gross annual income (excluding bonuses)	Fee
Up to CHF 80,000	8%
CHF 80,001 to CHF 100,000	10%
CHF 100,001 to CHF 120,000	12%
CHF 120,001 to CHF 140,000	16%
CHF 140,001 to CHF 160,000	17%
CHF 160,001 to CHF 180,000	18%
CHF 180,001 to CHF 200,000	19%
From CHF 200,001	20%

The fee invoice shall exclude Value Added Tax and shall be issued by the recruitment agency at the time a contract is concluded between the candidate and the Hirslanden Private Hospital Group, with a payment period of 45 days. The fee invoice shall cover all services (incl. costs) of the recruitment agency.

4. GUARANTEES

A flat rate of **20%** of the success fee shall be paid out when a contract is signed.

If the employment contract with the candidate recruited via the recruitment agency is terminated within the contractually agreed probation period, the rest of the success fee shall not be paid. This shall apply regardless of whether the employment is terminated by the Hirslanden Private Hospital Group or by the candidate, and regardless of the reasons for termination.

The full success fee shall be paid if the termination of employment is beyond the control of the recruitment agency, i.e. it occurs for the following reasons (definitive list): illness, accident, redundancy or reorganisation.

Further recruitment for Hirslanden can be agreed with the client. This decision shall be at the discretion of the client. Upon successful completion of the probation period, 80% of the original flat rate shall be paid.

5. EXCLUSION OF CLAIMS TO COMMISSION

- 5.1 If the recruitment agency provides the Hirslanden Private Hospital Group with a file for a candidate **who has already applied to the Hirslanden Private Hospital Group independently within the last 18 months**, upon successful conclusion of a contract the recruitment agency shall not be entitled to any commission fee from the Hirslanden Private Hospital Group.
- 5.2 If a candidate that has already been presented by a recruitment agency applies **independently** or via a third party for another post in a different team, the Hirslanden Private Hospital Group shall not owe the recruitment agency any commission if a contract is successfully concluded.

- 5.3. If a contract is concluded with the candidate presented by the recruitment agency **more than 12 months after submission** of the application file by the recruitment agency, Hirslanden shall not owe the recruitment agency any commission fee.

6. DATA PROTECTION

The recruitment agency undertakes to observe absolute discretion regarding personal and professional information relating to the post to be filled. Such information shall only be passed on to candidates after clarification with the Hirslanden Private Hospital Group.

7. VIOLATION OF THE ABOVE-MENTIONED CONDITIONS

If the recruitment agency violates these conditions, the Hirslanden Private Hospital Group expressly reserves the right to terminate the collaboration with the recruitment agency without providing any compensation, and to take further legal action.

8. FINAL PROVISIONS

The place of jurisdiction for any disputes between the recruitment agency and the Hirslanden Private Hospital Group is Zurich. Swiss law applies exclusively for all legal relationships between the parties.

9. ENTRY INTO FORCE

The conditions for collaboration between the Hirslanden Private Hospital Group and recruitment agencies shall enter into force on 15 October 2019.