

Annex to the General Terms and Conditions governing the Provision of Services (GTCs/S) for performance-based staff recruitment

Where the masculine form is used below, this refers to both women and men.

1. General provisions

1.1 Scope

This Annex applies as a supplement to the GTCs/S of Die Schweizerische Post AG Ltd for performance-based staff recruitment. A recruiter is an entity acting as an intermediary in the field of employment in Switzerland by bringing together job seekers and Die Schweizerische Post AG to conclude employment contracts in accordance with the Federal Act on Recruitment and the Hiring of Services (Recruitment Act, RecA, SR 823.11).

In addition to the contract document solely the GTCs/S, including this Annex, shall apply to contract performance. The provisions of this Annex shall take precedence over the GTCs/S in the event of contradicting terms. Any deviations from the GTCs/S including the Annex must be stipulated in writing. Any service provider GTCs are expressly excluded. An intermediary requires the explicit written consent of Die Schweizerische Post AG if they wish to make use of the validity of these GTCs and the Annex without a specific intermediary mandate from Die Schweizerische Post AG.

1.2 Service to be performed

The service to be performed is the performance-based recruitment of staff at the request of Die Schweizerische Post AG. The service provider (recruiter) does not have any exclusive right to recruitment. The presentation of internal candidates (candidates already employed by Die Schweizerische Post AG or its subsidiaries) is excluded from the service provider's recruitment.

1.3 Recruitment activities/operating licences

The service provider shall hold a valid operating licence from the cantonal employment office in accordance with RecA and the related ordinance (RecO, SR 823.111). The service provider shall hold a valid licence from the State Secretariat for Economic Affairs (SECO) in accordance with the legal provisions in order to recruit candidates from abroad. The service provider shall present these licences to Die Schweizerische Post AG for inspection at any time upon request and is obliged to provide immediate notification if the licence is withdrawn.

If the service provider does not have a valid operating licence, Die Schweizerische Post AG shall be entitled to withdraw the mandate to recruit candidates for Die Schweizerische Post AG with immediate effect at no additional cost. In the event of successful recruitment which took place without a valid operating licence, the service provider shall also lose its entitlement to remuneration and shall refund any remuneration already paid by Die Schweizerische Post AG within a period of 30 days. This shall not prejudice any claims for compensation by Die Schweizerische Post AG.

1.4 Applicant data

The service provider undertakes to process the personal data in accordance with the law and, in particular, to adhere to art. 7, para. 3, RecA in conjunction with art. 19 RecO with regard to applicant data.

Data concerning candidates shall remain the property of the service provider or the candidate until their appointment at Die Schweizerische Post AG. It shall be returned to the service provider after completion of the application procedure concerned or shall be deleted and destroyed by Die Schweizerische Post AG. Die Schweizerische Post AG is prohibited from using this data further without the consent of the service provider. The data of the candidates who are employed by Die Schweizerische Post AG shall be the unrestricted property of Die Schweizerische Post AG.

2. Remuneration and other conditions

2.1 Remuneration requirements – basis of the remuneration calculation

All remuneration for the service provider from Die Schweizerische Post AG shall only be paid upon successful recruitment of candidates in the form of a recruitment fee in derogation from section 9.1 GTCs/S. Recruitment shall only be deemed successful if Die Schweizerische Post AG concludes a permanent contract of employment for the position advertised with one of the candidates put forward. This is subject to the provisions of section 2.4 below.

If the candidate already applied to Die Schweizerische Post AG for the position concerned on their own initiative or through recruitment of another service provider before being put forward by the service provider, no recruitment fee shall be paid to the service provider in the event of an appointment.

If a candidate put forward by the service provider for a particular position applies on their own initiative or via a third party for another vacancy at Die Schweizerische Post AG at the same time or at a later date, Die Schweizerische Post AG shall not owe the service provider a recruitment fee. If Die Schweizerische Post AG employs the candidate based on their presentation by the service provider for a different position from the one initially determined, remuneration shall only be owed if the parties have agreed on the relevant conditions in writing in advance. No fee is owed if the candidate is employed by another subsidiary, unless the latter has itself undertaken to pay the service provider for the recruitment. In any case, there is no entitlement to remuneration if Die Schweizerische Post AG employs the candidate for the same or another vacancy after a period of 12 months since the initial presentation.

The calculation of the recruitment fee shall be determined solely based on the gross annual salary contractually agreed between the candidate and Die Schweizerische Post AG (including the 13th month's salary). In the case of part-time employment, the reduced gross annual salary shall be used to calculate the recruitment fee. Other salary components, such as performance-based and variable components, fringe benefits and child allowances etc., shall not be taken into account in the calculation of the recruitment fee. Different agreements may be made in writing between the parties beforehand by way of exception in the event of recruitment under difficult circumstances.

2.2 Maximum rates of remuneration

The following maximum rates of remuneration apply:

The annual salary in accordance with section 2.1 above		Remuneration as a percentage	
Up to CHF	60,000		10
CHF 60,001 to CHF	100,000		14
CHF 100,001 to CHF	140,000		15
over CHF	140,001		17

[example of the calculation of the maximum remuneration with a gross annual salary of CHF 80,000: CHF 11,200 (80,000 x 0.14)]

2.3 Entitlement to remuneration, invoicing and payment plan

The entitlement to payment is subject to the mutual signing of the contract of employment between Die Schweizerische Post AG and the recruited candidate and excludes any value added tax.

The service provider will send an invoice for the remuneration contractually due after the conclusion of a valid contract of employment to the address indicated by Die Schweizerische Post AG. Die Schweizerische Post AG's payment deadline is 30 days with a 2% discount or 60 days net.

2.4 Loss of entitlement to remuneration/refund of remuneration (contractual rescission)

The service provider shall lose its entitlement to remuneration and shall refund any remuneration already paid by Die Schweizerische Post AG within 30 days of notification by Die Schweizerische Post AG if:

- The recruited candidate does not take up the position or terminates the employment relationship with Die Schweizerische Post AG within the first six months of employment;
- Die Schweizerische Post AG terminates the employment relationship due to the inadequate performance or unacceptable conduct of the recruited candidate within the first six months of employment;
- The employment relationship is terminated by mutual agreement within the first six months of employment.

However, the service provider's entitlement to remuneration for the recruitment of the candidate shall remain valid if the service provider, at Die Schweizerische Post AG's express request, successfully finds a suitable replacement candidate for the position concerned in accordance with section 2.1 within a month of notification free of charge and at no cost to Die Schweizerische Post AG. Section 2.4 does not apply to the replacement candidate.

3. Off limits (enticement)

The service provider shall be prohibited from enticing away and/or further recruiting candidates that they have recruited and who have been employed by Die Schweizerische Post AG in a contract of employment that is not under notice. In the event of violations, a contractual penalty equal to the amount of remuneration calculated for the successful recruitment of the candidate shall be due.

Payment of the contractual penalty shall not release the service provider from the requirement to comply with its contractual obligations. It shall be payable in addition to any damages due. This shall be without prejudice to the loss of the service provider's entitlement to remuneration and its obligation to refund payment in accordance with section 2.4.