

General Terms and Conditions for Procurement regarding collaborations with recruitment agencies (GTC-P Recruitment agencies)

1. Scope and validity

- 1.1 These GTC-P Recruitment agencies govern the conclusion, content and handling of contractual relationships and the procurement of services from recruitment agencies by RUAG companies in Switzerland.
- 1.2 By providing RUAG with a candidate file, the recruitment agency accepts these GTC-P Recruitment agencies. General Terms and Conditions of the recruitment agency are explicitly excluded.
- 1.3 The contract between RUAG and the recruitment agency is concluded upon acceptance of these GTC-P Recruitment agencies. These GTC-P Recruitment agencies apply equally to individual contracts, unless these contain express provisions to the contrary.

2. Legal requirements / operating license

- 2.1 The recruitment agency confirms that it will comply with the legal requirements governing the referral of personnel. The recruitment agency is obliged to provide RUAG with copies of the relevant licenses upon request.
- 2.2 If the recruitment agency does not have a valid license to refer candidates, RUAG shall be authorized to withdraw its mandate to refer candidates with immediate effect, without any cost implications for RUAG. If a candidate is referred and subsequently recruited while the recruitment agency is not in possession of a valid license, the recruitment agency shall additionally lose its entitlement to compensation or shall be required to refund any compensation already paid by RUAG within 30 days. RUAG reserves the right to claim damages.

3. Scope of services and obligations

- 3.1 The subject of the service is the referral of personnel on a performance basis. Internal candidates (candidates who have already been hired by RUAG) are excluded from referral by the recruitment agency.
- 3.2 The recruitment agency does not have an exclusive right of referral. It is thereby explicitly permitted for RUAG to directly or indirectly seek out, recruit or promote candidates from other recruitment agencies.
- 3.3 The recruitment agency assumes responsibility for the following services on behalf of RUAG in connection with recruiting personnel and ensures that the referred candidates are suitable for the position that needs to be filled. Before a complete file is sent to RUAG, the following services must be provided in particular: Preparing the candidate file with the CV compiled by the candidate and all documents required for recruitment.
- 3.4 Additional services provided by the recruitment agency such as advertisements, assessments, reports, personality analyses, etc. as well as expenses shall only be compensated by RUAG if this has been agreed in advance in a separate written contract.

4. Fee and conditions

- 4.1 Together with the candidate file, the recruitment agency submits a quote for the fee (including supplementary modalities for the guarantee of success and reimbursement). The final fee to be paid shall be deemed accepted only upon written order by RUAG.
- 4.2 RUAG shall only owe the recruitment agency a fee in the event that an employment contract is signed between RUAG and the proposed candidate. The fee comprises all services (including expenses) of the recruitment agency. If the referral by the recruitment agency does not result in an employment contract being concluded with the candidate, RUAG shall not owe the recruitment agency a fee.
- 4.3 In addition, no fee shall be owed in case of the following:
 - The proposed candidate is already known and has been entered from another source.
 - The proposed candidate accepts a different position within RUAG after expiry of a period of six months.
 - The proposed candidate is hired for the same position, but only after expiry of a period of six months.

- 4.4 The fee becomes due when the contract is concluded between the candidate and RUAG. The recruitment agency will invoice the fee on the specified date with a payment deadline of 60 days.
- 4.5 The fee shall be paid in Swiss francs. Any other service agreed in writing paid for in a currency other than Swiss francs (CHF) shall be converted into CHF at the daily rate published on www.oanda.com (interbank rate 0%). The reference date shall be the respective day on which the service was received.
- 4.6 The referral fee is calculated exclusively on the basis of the contractually agreed gross annual salary (incl. 13th monthly salary) agreed between the candidate and RUAG. In the case of part-time employment, the reduced gross annual salary is used to calculate the referral fee. The referral fee is calculated as a percentage of the contractually agreed gross annual salary (incl. 13th monthly salary). Bonuses, one-off payments in connection with a change of job such as pension fund payments, relocation costs, etc. as well as other salary components such as performance-based and variable compensation, fringe benefits, rewards, expenses incl. meal allowances, shift and hazard bonuses, etc. are not factored into calculation of the gross annual salary. Deviating provisions may be agreed between the parties in writing, by way of exception.
- 4.7 For each referral, the recruitment agency shall request a written purchase order from the Purchasing department of RUAG prior to invoicing. Thereby, the recruitment agency must ensure that no personal data such as surname, first name or salary-related information is visible on the invoices.

5. Guarantee of success and reimbursement

- 5.1 The recruitment agency shall be required to reimburse the fee in the following cases within 30 days after being notified of the termination of the employment relationship between RUAG and the candidate or of the failure of the candidate to take up the position:
 - Reimbursement of 100% of the fee if the referred candidate does not take up the position, through no fault of RUAG.
 - Reimbursement of 100% of the fee if the employment contract is terminated within one year of being concluded owing to the disclosure of information that was known to the recruitment agency and would have prevented the conclusion of the employment contract.
- 5.2 The recruitment agency's entitlement to compensation for referring the candidate shall continue to apply if, at RUAG's express request, the recruitment agency refers a suitable replacement candidate for the position in question, and this candidate is subsequently hired, free of charge and without any cost implications for RUAG, within one month of RUAG issuing such notification.
- 5.3 The recruitment agency shall not be required to reimburse the fee if RUAG lets the candidate go for organizational or structural reasons.
- 5.4 The recruitment agency is prohibited from poaching candidates or referring candidates for other jobs who it has referred to and have subsequently been hired by RUAG and are now in an ongoing employment contract with RUAG. In the event of violation, the recruitment agency shall owe a contractual penalty of CHF 20,000.00. Payment of the contractual penalty shall not release the recruitment agency from compliance with its contractual obligations. It shall be owed in addition to any compensation for damages. The loss of entitlement to compensation on the part of the recruitment agency and its obligation to repay this amount shall be unaffected.

6. Confidentiality

- 6.1 Both parties shall treat in strict confidence all information, which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the concluded contract. Moreover, the parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.
- 6.2 Confidential information of a party does not include information which:
 - was already known to the other party, before it was made accessible by the disclosing party;
 - is or becomes generally known without the other party's responsibility;

- was disclosed to the other party by a third party without any transfer restriction;
- was developed by the other party itself without using or referring to the confidential information of the protected party;
- has to be disclosed based on a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose has to inform the other party immediately about the decision and support protective measures the other party may want to take.

6.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of 3 years after termination of the contractual relationship.

6.4 Without the approval of the other party, the disclosure of information to third parties is not permitted. The companies of the RUAG Group, particularly the RUAG MRO Holding Ltd as well as its subsidiaries and enlisted specialists (lawyers, auditors, experts) are not third parties in terms of this agreement. If approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

6.5 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of RUAG, the recruitment agency may not advertise the fact that a cooperation with the recruitment agency exists or existed, and may not give RUAG as a reference.

6.6 If one of the parties violates the above-mentioned obligations of confidentiality, it shall owe, unless otherwise agreed in writing, a payment to the other party, unless it can prove that it was not at fault. For each case of violation, the payment amounts to 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than CHF 50,000.00. This payment does not relieve the violating party from the obligation of confidentiality; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.

7. Data protection

Each party may have access to personal data (e. g. names, functions, business units, contract details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC-P Recruitment agencies. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed in writing expressly by the parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures, etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law. Additional details about RUAG's data processing are set out in RUAG's privacy notices (see www.ruag.ch/en/privacy).

8. Compliance

8.1 The recruitment agency shall comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the core conventions of the International Labour Organization, as well as with the provisions against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS). The recruitment agency shall comply with the current code of conduct for business partners of RUAG, which it will be handed upon request.

8.2 The recruitment agency shall commit itself not to accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. It also commits itself to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

8.3 If the recruitment agency violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it was not at fault. For each case of violation, this penalty amounts to 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than CHF 50,000.00. This payment does not relieve the recruitment agency from its contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.

9. Assignment and pledging

The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party. Apart from that RUAG may assign rights and duties from the contract to another company from the RUAG Group at any time.

10. Notices and alterations of contract

Notices as well as supplements and alterations of these GTC-P or to the contract subject to these GTC-P and its contractual components shall only be valid if they are made or agreed to in writing by the parties.

11. Electronic signature

Each party agrees that the term "writing" includes the electronic form and that all electronic signatures appearing on notices, documents or contracts shall be equivalent in terms of validity, enforceability and admissibility to the written form according to this clause. For notices, a simple electronic signature is sufficient. For supplements and alterations of this GTC-P and its contractual components, the statutory formal requirements shall apply. Electronically signed notices, documents or contracts may also be transmitted electronically.

12. Applicable law and jurisdiction

12.1 For the rest material Swiss Law shall apply, excluding its rules on conflicts of legal systems (in particular the Swiss Federal Law on International Private Law of 18 December 1987).

12.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of RUAG shall be competent.