



ADNOVUM INFORMATIK AG
RÖNTGENSTRASSE 22 · 8005 ZÜRICH · SCHWEIZ
+41 44 272 61 11 · INFO@ADNOVUM.CH
WWW.ADNOVUM.CH

General terms and conditions (GTC) regarding the introduction of candidates to AdNovum Informatik AG

1. Scope of application

These general terms and conditions (hereinafter referred to as "GTC") apply to the collaborative partnership between AdNovum Informatik AG (hereinafter referred to as "AdNovum") and recruitment agencies in Switzerland.

2. Conclusion of the contract

A recruitment agency (hereinafter referred to as "agency") is hereby defined as any natural or legal person that brings together job seekers and AdNovum for the conclusion of employment contracts.

Agencies that would like to upload candidates' profiles for AdNovum can register for use by opening a user account. Opening a user account is a condition of AdNovum collaborating with an agency. AdNovum will not accept any applications from candidates introduced by agencies via post or e-mail.

These GTC will be deemed to have been accepted when the agency opens a user account on the AdNovum careers portal.

Users that use the careers portal without registering automatically agree to these GTC by using the platform.

The contract will also come into force when the GTC are accepted in writing or verbally. These GTC apply to all recruitment services that the agency performs for the benefit of AdNovum provided that legal regulations do not take precedence in individual cases. The GTC of the agency are hereby explicitly excluded.

3. Remuneration

Unless otherwise stated by AdNovum, all prices are in Swiss francs (CHF). All prices exclude any applicable value added tax (VAT) and any other taxes that may apply.

AdNovum reserves the right to change the remuneration or the percentages that form the basis of its calculations at any time. In such a case, AdNovum will inform its contractual partners of this and the new GTC must be accepted again.

AdNovum only pays fees for successful introductions. The basis for settling agency remuneration is therefore the successful conclusion or signing of a contract between an introduced candidate and AdNovum. If a contract is not concluded between AdNovum and a candidate introduced by the agency, no fee is owed for the efforts made by the agency.

Excluding the success-dependent provision, absolutely no reimbursements are therefore made. In particular, expenses, advertising costs or other outlays and charges are not reimbursed separately.

The basis for calculating the remuneration due in the event of success is the gross annual salary. The annual bonus is not taken into account in such calculations as it varies and depends on business performance. Following the conclusion of an employment contract with a candidate introduced by the agency, AdNovum owes the following remuneration for the successful introduction:

Gross annual salary of up to CHF 120,000.00 = 10% of the first gross annual salary excluding bonus

Gross annual salary > CHF 120,000.00 = 15% of the first gross annual salary excluding bonus

Introduction is deemed to have been successful when an employment contract is concluded with the candidate within six months after the respective candidate's profile has been forwarded. Paragraph 6.2 is reserved.

AdNovum will not accept any applications for junior positions. Juniors are hereby defined as university graduates and candidates who can account for less than two years of work experience in the field relevant to the position. In exceptional cases and following consultation with AdNovum Recruitment, introducing candidates with such profiles can be remunerated with a maximum of 5% of the gross annual salary.

4. Payment terms

AdNovum undertakes to pay the amount invoiced within 30 days of the date of invoice. At the earliest, invoices can be submitted from the date that the recruited candidate starts his job.

AdNovum does not make any prepayments.

5. Assurances on the part of the agency

The agency affirms that it has all of the licenses and approvals required for its operations. Upon request, the agency will provide AdNovum with any evidence of such licenses and approvals required. If the agency does not have the licenses and approvals required, the agency will be immediately disqualified as a contractual partner of AdNovum. In such a case, the agency must also completely indemnify AdNovum.

The agency pledges not to actively headhunt candidates or other AdNovum employees from the time that the employment contract between AdNovum and a recruited candidate is concluded for a period of two years. In the event that this provision is violated, the agency is obligated to pay a fine in the amount of half the annual salary of the headhunted employee.

The agency pledges that it has taken great care with regard to selecting candidates. The agency will inform AdNovum without delay if it becomes aware of an issue that might influence AdNovum's decision regarding whether to enter into an employment contract with the candidate.

6. Duties of recruitment agencies

6.1. Provision of services

Unless otherwise agreed, the agency will fulfill its duty by rendering the services agreed. These involve preselecting and introducing candidates for job vacancies at AdNovum. An introduction occurs once AdNovum makes a written or verbal request to contact the candidate presented.

All application dossiers must be complete, i.e. diplomas, references and certificates must be presented together with a curriculum vitae and a letter of recommendation. All applications must be uploaded via the company's careers portal.

Any applications sent to AdNovum via post or e-mail will not be considered. Such applications will be immediately destroyed or deleted. AdNovum may directly recruit any candidates presented to AdNovum in this way, or the candidates may independently apply for positions at AdNovum.

6.2. Replacement/Reimbursement of remuneration

If the employment of the candidate is terminated before the candidate begins work activities or within the first six months, the agency undertakes to find a replacement free of charge. This will take place in the following cases:

a. If a candidate withdraws his application after having signed the contract and does not take up the position.

b. If the candidate terminates the working relationship after starting the job without AdNovum having given the candidate material reason to do so within the meaning of Art. 337 of the Swiss Code of Obligations.

c. If AdNovum dismisses the candidate.

If the agency does not find a replacement employee accepted by AdNovum within six months following the termination of the working relationship with the recruited employee, the remuneration paid for introduction must be reimbursed to AdNovum.

7. Invalidity of verbal subsidiary agreements

Verbal subsidiary agreements are deemed invalid by AdNovum. Any changes to these GTC must be confirmed in writing by AdNovum with an authorized signature in order to be valid.

8. Severability clause

If a provision of these general terms and conditions is or becomes invalid, the validity of the other general terms and conditions will not be affected.

9. Confidentiality

AdNovum and the agencies as well as their auxiliaries undertake to treat any information presented or appropriated in the context of services as confidential. This obligation will also remain in force following the termination of the collaborative partnership.

10. Termination of the collaborative partnership

At any point in time, AdNovum is entitled to terminate the collaborative partnership with an agency without specifying the reasons for this and to exclude the agency from continuing to use the careers portal. At any point in time, the agency is also entitled to delete its profile from the careers portal without specifying the reasons for this and to no longer introduce any more candidates.

11. Governing law/Place of jurisdiction

These GTC are subject to Swiss law. Provided no legal regulations take precedence, the court in the same city as AdNovum's registered office has jurisdiction.