

## **General Terms and Conditions (GTC) for cooperation between Swissgrid and recruitment agencies**

### **1. Area of validity**

- 1.1. These General Terms and Conditions (GTC) apply to all operations and activities between recruitment agencies and Swissgrid Ltd (hereinafter referred to as «Swissgrid») unless a separate agreement is in force pursuant to paragraph 1.3.
- 1.2. These GTC shall be deemed to have been accepted in full by the recruitment agency when the recruitment agency sends job applicants to Swissgrid (via the application management tool). The recruitment agency's own general terms and conditions (including those previously agreed) are hereby expressly excluded.
- 1.3. These GTC do not apply to retained recruitment (separate agreement). Persons currently employed by Swissgrid are excluded from recruitment.

### **2. Scope of services and obligations of the recruitment agency**

- 2.1. Working on a contingency basis, the recruitment agency informs Swissgrid of persons seeking employment whose profile appears suitable for filling a vacant position at Swissgrid.
- 2.2. The recruitment agency sends a complete dossier (description of the applicant including salary expectations, copy of their CV including contact details, all certificates, diplomas and other documents relevant to the application) via the application management tool and confirms that it has personally checked the suitability of the candidate in line with the job advertisement.
- 2.3. The recruitment agency guarantees that it has all the necessary authorisations from the cantonal employment office and, if required, from the State Secretariat for Economic Affairs (SECO), for providing recruitment services. The recruitment agency agrees to present these authorisations on request.

### **3. Placement fee**

- 3.1. Swissgrid undertakes to pay a placement fee to the recruitment agency if Swissgrid hires a candidate recommended by the recruitment agency for the advertised position (employment contract signed by both parties) within six months of submission of the application dossier and if the applicant actually takes up the position.
- 3.2. No placement fee is due if a candidate applies for other vacancies at Swissgrid on their own initiative and is hired by Swissgrid as a result.

- 3.3. If a candidate's application dossier is submitted by more than one recruitment agency, the recruitment agency whose application dossier is received first by Swissgrid shall be entitled to the placement fee.
- 3.4. The placement fee is calculated as follows (based on the relevant gross annual salary at the time of employment (100%), without bonuses, benefits or other comparable additional remuneration):
  - up to CHF 100,000: 12%
  - up to CHF 120,000: 14%
  - up to CHF 150,000: 16%
  - from CHF 150,001: 18%

One-off payments such as contributions to training courses or other remuneration do not count as part of the gross annual salary. For part-time positions, the placement fee is reduced according to the workload. The placement fee covers all services provided by the recruitment agency.

- 3.5. If Swissgrid is obliged to pay the placement fee, the recruitment agency will invoice Swissgrid the relevant amount. VAT must be indicated separately. Invoices will be paid within 30 days of receipt.

#### **4. Reimbursement of the placement fee**

- 4.1. The recruitment agency must reimburse the placement fee to Swissgrid within 30 days of notification if:
  - the candidate or Swissgrid terminates the employment relationship within the probationary period or the candidate fails the personnel security screening: 75%
  - the recruitment agency withholds information which, if disclosed, would have led to non-employment, or if the recruitment agency should have been aware of such information by examining the application carefully enough: 100%.

#### **5. Due diligence, confidentiality and data protection**

- 5.1. The recruitment agency undertakes to exercise the utmost care in the provision of its services and to fully comply with the applicable professional regulations and industry standards.
- 5.2. All information, documents and personal data entrusted to the recruitment agency in the course of its recruitment activities for Swissgrid, regardless of the form in which they are disclosed, must be treated confidentially (hereinafter «confidential information») and may only be used in the course of recruitment for Swissgrid. Confidential information may only be passed on to third parties with the prior written consent of Swissgrid.
- 5.3. Information about persons must be irrevocably destroyed and deleted upon completion of the recruitment.
- 5.4. The recruitment agency remains bound by the confidentiality obligation for five years after the conclusion of an application process (mutual signature of an employment contract).
- 5.5. All information and data disclosed in the course of recruitment must be protected by appropriate technical and organisational security measures.

#### **6. Applicable law and place of jurisdiction**

- 6.1. Swiss law shall apply between the recruitment agency and Swissgrid to all matters relating to recruitment on a contingency basis.
- 6.2. The exclusive place of jurisdiction is Aarau.

## **7. Entry into force**

7.1. These GTC enter into force on 1 January 2025.

7.2. Swissgrid reserves the right to amend these GTC at any time. Each newly submitted dossier is subject to the currently applicable version of these GTC.