

Terms and Conditions

1. These General Business Conditions (hereinafter referred to as "Conditions") regulate all legal relationships between Talist GmbH and their clients (hereinafter referred to as "Client"). The present general conditions will be applied to all assignments for personnel selection accepted and carried out by Talist.
2. In case of dispute, specific conditions expressly agreed in writing by Talist and the Client will prevail over the general conditions. In all, anything not foreseen or agreed in the specific conditions, the general conditions will apply.
3. Fee structure: our fee is based as a percentage of the candidate's first year's gross annual package. This fee (excl of VAT) is success based and is payable as soon as an (employment) contractual relationship between the Client and the placed candidate is agreed but at least within 30 days after invoicing (default date).
4. Unless otherwise expressly agreed in writing by Talist and the Client, for part-time positions and fixed-term contract, the base salary considered for fee calculation will be based on a yearly Full-time-equivalent salary, non-pro-rata based.
5. Notwithstanding the above articles, the minimum fee in respect of each Engagement will be CHF 5,000.
6. The mandate is also considered fulfilled and the Client will pay Talist the fees agreed on:
 - If the candidate presented by Talist is not accepted by the Client or rejects the job offer and is then later employed by the Client within a period of 12 months from the date of the CV sent to the client.
 - If the Client presents the candidate selected for them, to a third party linked directly or indirectly or with no link at all, and if the candidate is employed with this third party within a period of 12 months from the date of the CV sent to the client.
 - These conditions also apply if the employment concerns a position other than the one originally contemplated, regardless of the reasons that led to entry into the contract, in particular if (regardless of when it occurs) (1) the candidate applied to the Client or (2) the

Client had contacted the candidate or (3) the candidate was brokered by a third party. The Client agrees that it will notify Talist within 7 calendar days of entry into the contract with the Candidate.

7. If the Client decides to employ more candidates than those originally foreseen by contract, the Client must pay Talist the corresponding fees for each one of the candidates employed as agreed article in 3 above.
8. If the mandate is cancelled by the Client, any outstanding fees incurred as a consequence of the termination must be paid without damages to the corresponding conditions.
9. Talist will publish a recruiting advertisement on Talist website at no cost.
10. Talist commits to review carefully and analyze precisely the suitability of a candidate to fulfill the anticipated role by performing Technical Assessments on each candidate before submitting the application. However, Talist services in no event replace the thorough examination of the candidate by the Client. The Client is solely and exclusively responsible for the selection of the candidate, the performance of the duties transferred to the candidate, to arrange for any necessary medical examinations and for obtaining all employment, residency or other permits and for carrying out all of the duties that are assigned to the new co-worker in the course of his employment. The Client will hold Talist completely harmless from all claims by candidates, applicants and brokered co-workers as well as by third parties that are connected with the selection and brokering of candidates and co-workers. The Client shall be responsible for ensuring that any candidate to whom an offer of employment is made by the Client shall undertake all necessary checks to ensure that the candidate is not subject to any international sanction laws and regulations issued by the USA, the EU, the UN or any applicable local laws and regulations.
11. If, for whatever reason, the brokered co-worker fails to start work, Talist cannot be held liable for any damages/additional expenses incurred as a consequence. All liability claims by the Client are excluded.
12. The Client acknowledges that both parties are separate data controllers for the personal data processed under this Agreement. For the avoidance of doubt, the Parties do not wish to establish a joint controller relationship in relation to the services provided under this Agreement. Each Party commits

to comply with all applicable privacy and data protection laws, including the General Data Protection Regulation 2016/679, the upcoming ePrivacy Regulation, the Swiss Federal Act on Data Protection (FADP), and any laws implementing, supplementing or replacing the aforementioned regulations. Any personal data provided by the Company to the Client will only be used for the limited purposes as described in this Agreement and in accordance with aforementioned laws and regulations. Parties shall not knowingly perform their obligations under this agreement in such a way as to cause the other party to breach any of its obligations under applicable data protection legislation.

13. The mutual duty of confidentiality applies to any information about Talist or the Client that is not publicly available and is exchanged among the Client and Talist in the course of performing the contract.
14. During the term of the Assignment and during a subsequent period of 12 months, the Client will not engage in an employment agreement or any other contractual relationship with any person that was an employee or representative of Talist at the time of the Assignment, unless it has received prior written approval from Talist. Failure to this clause, will result in a penalty of CHF 50,000 for the Client, payable within 30 days from beginning of employment relationship with the Client.
15. Only Swiss law shall be applied to the contractual relationships between Talist and the Client. Legal disputes between Talist and the Client are subject to the jurisdiction of the courts of Zurich. In addition, Talist has the right to call upon the responsible court in the jurisdiction of the Client's domicile or legal seat.
16. The client confirms that it complies with the international laws and regulations issued by the United States of America ("USA"), the European Union ("EU"), the United Nations ("UN") or any applicable local laws and regulations. In the event that:
 - (i) The client is in breach of this confirmation or ceases to meet such confirmation at any time during the contractual relationship; or
 - (ii) if the contractual relationship involves any person (natural, corporate or governmental), or their beneficial owner, listed in the USA, EU, UN or local sanctions lists, or involved by or has nexus with

any country or any of their governmental agencies which are subject to such sanctions, in the receipt of any services from Talist,

Talist shall have no obligation to provide services to the client and at the option of Talist, the performance of the contractual relationship shall be terminated immediately. In the event of such termination all unpaid fees shall become payable immediately.

Switzerland, September 2022