

# **General Terms and Conditions CareToMatch of Permanent Placement in Switzerland - 2024**

## **1. General**

CareToMatch GmbH (hereinafter referred to as "CareToMatch") offers a good service in the recruitment and selection of specialists and executives on a search mandate and on a contingency basis and relieves you as the employer (hereinafter referred to as "the client" or "you") of the tasks required for a new appointment in many respects.

## **2. Our placement model**

CareToMatch works on a contingency basis. You do not take any risk; until a contract is concluded between the Customer and an employee proposed by CareToMatch (hereinafter referred to as "Candidate"), we work free of charge. In the case of success, after the legally valid signing of an employment contract, the fee rates listed under 3. will be invoiced. The invoice will be issued immediately after the signing of the contract.

## **3. Fee**

The following services are included in the fee: Clarification of requirements, creation of requirement profiles, selection of candidates, creation of personnel dossiers for the candidates, arrangement of interviews, reference checks, candidate interviews.

CareToMatch is entitled to the fee when the client contacts the candidate within 12 months after CareToMatch delivers the candidate dossier and this results in the candidate being hired by the client. The fee is calculated as follows:

- Gross annual income up to CHF 100'000.-- 13% fee, at least CHF 9,000
- Gross annual income up to CHF 120'000.-- 16% fee
- Gross annual income from CHF 150'000.-- 20% fee

In the case of part-time employment, the percentage part-time income is converted to an annual salary for full employment.

The annual gross salary subject to AHV contributions is calculated as follows:

Gross monthly salary x 12, plus 13th month salary, gratuities, commissions, bonus and other allowances.

If the candidate receives a salary increase of more than 10% within 6 months, an additional invoice from CareToMatch will follow. This is because the fee is based on the gross annual salary and therefore increases. CareToMatch is entitled to request proof of salary.

The candidate's start date determines the year of application of the terms and conditions.

## **4. Onward placement/forwarding of candidate dossiers**

The forwarding of a dossier to third parties (including affiliated companies) is prohibited. In case of infringement, the customer shall owe CareToMatch a lump sum payment of CHF 9,000.00 (contractual penalty). In the event of employment between the recipient of the dossier and the candidate, the Customer who has forwarded the dossier without authorization shall owe full compensation in accordance with the rates set out in Clause 3.

## **5. Guarantee**

If a contract is terminated by the client due to the lack of suitability of the candidate or if the candidate terminates the employment relationship, we shall reimburse the fee charged as follows: At the end of the contractual relationship within 30 days from the beginning of the contract 50% of the fee and within 90 days 30% of the fee.

In case of termination of the contract due to changes at the client (termination of the job, termination due to changed market conditions, termination as a result of mergers, business takeovers, etc.), no guarantee refund will be made. Likewise, no guarantee repayment will be made if the candidate is employed in any form by the client or a company legally or actually affiliated with the client (group company, partner company of a consortium, etc.) after the termination of the employment relationship.

## **6 Additional services / expert opinions**

Additional services, tests and expert opinions will be invoiced to the customer according to time and actual costs as per the offer.

## **7. Data protection / discretion**

The parties undertake to comply with the currently applicable regulations on data protection at all times. Candidate dossiers are to be treated confidentially. If they are not used, they must be returned to CareToMatch immediately or deleted. The deletion must be confirmed to CareToMatch. Under no circumstances may they be forwarded to affiliated companies or third parties. In case of forwarding, the cost consequences of section 3 apply.

## **8. VALUE ADDED TAX**

All services provided by CareToMatch are subject to VAT. Accordingly, the fixed fees will be increased by the VAT amount.

## **9. Payment term**

The payment term is 30 days. If the payment is not made within 30 days, the customer is in default from that moment without reminder and interest on arrears will be charged at the rate of 5% per month .10. suitability of candidates and responsibility in the selection process.

## **10. Suitability of candidates and responsibility in the selection process**

CareToMatch endeavors to ensure as far as possible the suitability of the candidates proposed to the Client by clarifying, establishing or collecting the following:

- The identity of the candidate and his/her admission to the Swiss labor market ;
- The candidate's education, experience and required qualifications that CareToMatch considers necessary for employment with the Client. However, it is the client's responsibility to verify that the candidate's education, experience and required qualifications are in accordance with the law and the client's own expectations before hiring the candidate;

- That the candidate is willing to work in the position for which the client wishes to hire the candidate.

As an additional service, CareToMatch provides comprehensive assistance to foreign candidates in the expatriation process. However, candidates are ultimately responsible for finding their own housing, recognizing diplomas and obtaining work permits.

The client is responsible for obtaining all necessary authorization for the candidate to work, arranging medical examinations and/or verifying the candidate's medical history. He/she is solely responsible for ensuring that the Candidate meets all conditions required by the law of the country in which the Candidate is to perform the work (necessary education, training, certificates, etc.).

In order to enable CareToMatch to provide its services in the best possible way, the Customer shall provide CareToMatch with information about vacant positions, including:

- the type of work to be performed by the Applicant;
- the work location and hours;
- the scheduled start date of the work;
- education, experience, qualifications and any competencies required of the Candidate by the Client, the law or a professional association in order to be employed in the position in question;
- health or safety risks of the position in question and the measures taken by the client to avoid or control such risks;
- the duration or anticipated duration of the employment;
- the anticipated salary, expenses and any other benefits;
- the notice period.

## **11 Liability**

CareToMatch has the sole discretion to submit candidate dossiers to the Customer. There is no corresponding contractual obligation.

CareToMatch cannot be held liable for the recruitment and selection process of the Customer, the selection or employment of a candidate or the non-employment of a candidate by the Customer. The Customer bears full responsibility for its choice.

The recruitment and selection services provided by CareToMatch are in no way a substitute for the thorough examination of the candidates by the Customer. CareToMatch therefore declines any responsibility, both with regard to the statements made by candidates and with regard to the execution of work entrusted to candidates in the employment relationship.

CareToMatch shall in no event be liable for any damages (including loss of profit) suffered by the Client in any way directly or indirectly as a result of the employment of a Candidate or the acts or omissions of a Candidate.

## **12 Applicable Law and Place of Jurisdiction**

The contractual relationship between CareToMatch and the Customer shall be governed exclusively by Swiss law, to the exclusion of the Vienna Sales Convention and the conflict of laws rules. The exclusive place of jurisdiction is Zurich.

## **13 Deviating agreements**

If it is agreed by contract or e-mail that certain parts of the general terms and conditions will be deviated from, this deviating agreement will apply; for the remaining points, the general terms and conditions will apply.

The amount that applies as fee in point 3 will be increased by 4% if a deviating agreement from the previous year is tacitly extended.