

General Terms and Conditions of CareToMatch GmbH

Permanent placement services in Switzerland

v2025.2

1. General

CareToMatch GmbH (hereinafter referred to as "CareToMatch" or "we") places specialist professionals in permanent positions within the healthcare sector. We support employers (hereinafter also referred to as "client" or "you") with the recruitment and selection of employees on a success-fee basis, taking over many of the tasks required to fill a position.

2. Our placement model

CareToMatch operates on a success-fee basis. You take no risk; until an employment contract is concluded between the client and an employee proposed by CareToMatch (hereinafter referred to as "candidate"), our services are free of charge.

In the event of a successful placement, a placement fee will be invoiced according to the fee structure outlined in Section 3. The invoice is issued immediately after the employment contract is signed.

The following services are included in the placement fee: needs assessment with the client, creation of job requirement profiles, candidate selection, preparation of candidate dossiers, scheduling of interviews, reference checks, and candidate interviews.

3. Fee

CareToMatch is entitled to the placement fee if the client contacts the candidate within 12 months after CareToMatch has submitted the candidate's dossier, and this leads to the candidate being hired by the client as described in Section 2.

The submission of a candidate dossier by CareToMatch is considered complete upon first delivery, even if the candidate's contact details are not initially included. Should the client contact the candidate independently afterward (e.g., by researching contact details or receiving them from a third party), the candidate will still be considered as referred by CareToMatch.

The fee is calculated as follows:

- Gross annual income up to CHF 100,000: 13%, minimum CHF 9,000
- Gross annual income up to CHF 120,000: 16%
- Gross annual income from CHF 150,000: 20%

For part-time employment, the percentage is applied to the full-time equivalent annual salary.

The AHV-relevant gross annual salary is calculated as follows:

monthly gross salary × 12, plus 13th salary, bonuses, commissions, incentives, and other allowances.

If the candidate receives a salary increase of more than 10% within six months of starting employment, the fee owed to CareToMatch increases accordingly. Since the fee is based on the gross annual salary, it adjusts proportionally. The client is obliged to report such salary increases immediately. The additional fee is due once the increase is agreed. CareToMatch has the right to request proof of salary.

The fee owed by the client in individual cases is confidential and must not be disclosed to the candidate. It is strictly prohibited to pass on the fee to candidates under any circumstances.

4. Onward placement/forwarding of candidate dossiers

Clients (including their corporate officers, employees, and other agents) are strictly prohibited from forwarding any candidate dossier to third parties (including affiliated companies). In case of violation, the client shall owe CareToMatch a flat penalty of CHF 9,000 (contractual penalty).

If, within 12 months after CareToMatch has submitted the dossier, the forwarded dossier leads to an employment between the recipient and the candidate, the client who unlawfully forwarded the dossier is liable for the full placement fee as specified in Section 3.

These provisions also apply analogously if the client (including its corporate officers, employees, and other agents) shares or uses information about candidates proposed by CareToMatch in any other way for third parties.

5. Refund guarantee

If the employment contract is terminated by the client due to the candidate's lack of suitability, or if the candidate resigns, we will refund the invoiced fee as follows:

- If the employment ends within 30 days from the start date: 50% refund of the fee
- If it ends within 90 days: 30% refund of the fee

No refund will be granted if the termination is due to changes on the client's side (e.g., cancellation of the position, termination due to market changes, termination following mergers, acquisitions, etc.).

Likewise, no refund will be granted if the candidate continues to be employed in any form by the client or by a company legally or factually affiliated with the client (such as a group company, partner organization, or joint venture).

6 Additional services / expert opinions

Additional services, tests, and reports will be invoiced to the customer based on effort and actual costs according to the quotation.

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 4 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 Disclaimer of 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

Deviations from these general terms and conditions may only be made by written agreement between the parties (proof by text).

If fee rates deviating from clause 3 have been agreed upon, these apply to fee claims newly arising in the calendar year of the agreement. In case of tacit renewal of the deviating fee rates, they will increase by 4% each new calendar year.