

## **General Terms and Conditions for the recruitment of personnel for BLS AG**

### **1. Scope and application**

- 1.1 These General Terms and Conditions cover the conclusion, content, and handling of services agreed verbally or in writing in relation to the recruitment of personnel, in accordance with Switzerland's Recruitment Act, with BLS AG as a group company. Group company includes any company that is directly or indirectly controlled by BLS AG or is directly or indirectly under joint control with it (referred to hereinafter as BLS).
- 1.2 These General Terms and Conditions shall be deemed to have been accepted if the recruiter concludes a contract for the recruitment of personnel with BLS or sends BLS an applicant's file unprompted. They shall be made known to the recruiter at the time of sending a file and may be downloaded from the BLS website.
- 1.3 Every vacancy at BLS shall be deemed to be a separate case. If the same applicant is recommended by more than one recruiter for the same vacancy at BLS, the date of receipt of an applicant's file from the respective recruiter shall count as regards any formation of a contract between BLS and the respective recruiter. BLS shall, in such cases, consider the first file to reach it. If an applicant submits their file to BLS before or at the same time as the recruiter, BLS shall consider the applicant's file.

### **2. Scope**

- 2.1 The recruiter shall bring together applicants and BLS, as the employer, based on the profile of requirements in the job posting by BLS with a view to concluding an employment contract.
- 2.2 The recruiter's services shall cover those associated with the selection and recruitment of personnel.
- 2.3 Additional services by the recruiter, such as specific search requests, advertisements in print or online media, extended selection methods such as assessments, personality analyses, and expert reports, plus any expenses incurred such as travel expenses and obtaining work permits, etc., shall only be repaid by BLS if there is prior written consent and in accordance with separate agreements between the parties.
- 2.4 No claims shall arise vis-à-vis BLS until the employment contract is signed by the applicant and BLS.

### **3. Statutory provisions**

- 3.1 The recruiter shall confirm it complies with the statutory provisions for the recruitment of personnel and has the required approvals for the recruitment of personnel. The recruiter shall provide BLS on request with copies of the relevant permits. If at the time of recruitment there is no valid permit for the recruitment of personnel, BLS shall not be under any obligation to pay a contingency fee.

#### **4. Contingency fee and invoicing**

- 4.1 BLS shall only owe the recruiter the fee if an employment contract is concluded between BLS and the applicant recommended by the recruiter (contingency fee).
- 4.2 If recruitment does not lead to the conclusion of an employment contract with the candidate, BLS shall not owe the recruiter any fee, irrespective of the reasons that have led to this.
- 4.3 The recruiter's contingency fee is a flat-rate amount of CHF 10,000 plus VAT.
- 4.4 The contingency fee covers, within the scope of the contractual relationship between the recruiter and BLS, all the recruiter's services (including expenses). It does not cover any recruitment fee owed by the applicant to the recruiter.
- 4.5 Following conclusion of the employment contract between BLS and the employee recruited, the recruiter shall seek its contingency fee from BLS. Invoices are payable, unless agreed otherwise, within 30 days from the date of the invoice.
- 4.6 If the employee does not take up the post arranged once the employment contract has been signed, no contingency fee is payable. If BLS has already paid the recruiter the contingency fee, the recruiter has to repay BLS 100 per cent of the contingency fee within 30 days. If the employment relationship is terminated during the probationary period by BLS or the employee recruited, BLS has the choice to request from the recruiter with no additional remuneration a recruitment of at least two suitable candidates within three months or, if the contingency fee has already been paid, to ask for 80 per cent of the contingency fee to be returned. This does not apply to the following reasons for terminating the employment relationship: illness, accident, redundancy, reorganisation, takeover, and merger or fundamental changes to the job description.

- 4.7 If an applicant is successful in applying, once their personal file has been submitted by the recruiter in relation to a vacancy at BLS, at their own initiative and/or via a third party at the same time and/or at a later time for another vacancy at BLS or within the BLS Group, BLS shall not owe the recruiter any fee.

#### **5. Secrecy and data protection**

- 5.1 The recruiter shall treat as confidential all information that is neither obvious nor generally accessible. The recruiter shall also ensure its employees and any third parties used treat information as confidential. BLS may use confidential information within the BLS Group and guarantees confidential treatment within the BLS Group accordingly. This duty of secrecy applies for a period of three years following termination of the contractual relationship. This is without prejudice to any statutory information obligations.
- 5.2 The recruiter shall only process data regarding the positions to be filled and regarding applicants insofar as this is required for recruitment purposes. Personal files relating to applicants, except for the file of the candidate appointed, shall remain the property of the recruiter or applicant. Data belonging to applicants and public bodies that may make it possible to identify the applicant or BLS may only be processed with the consent of those concerned. The archiving of data once recruitment activity is complete is also only permissible with the written consent, which may be withdrawn at any time, of the person concerned. The statutory provisions relating to protection of privacy also apply.
- 5.3 The data protection provisions in accordance with Switzerland's Data Protection Act, Recruitment Act, and Recruitment Ordinance are to be complied with also.

## **6. Guarantee**

6.1 Recruiters guarantee professional, faithful, and diligent performance of services.

## **7. Liability**

7.1 If loss or damage has occurred as a result of failure to perform services faithfully and diligently, the recruiter shall be liable for compensation unless it proves it is not at fault.

7.2 The recruiter is liable for loss or damage resulting from missed deadlines and other breaches of contract (e.g. breaches of secrecy and information obligations, impermissible use of auxiliaries, breach of general trust and diligence obligations) unless it can prove it is not at fault.

7.3 The recruiter is liable for the behaviour of its auxiliaries (e.g. employees, external personnel) as if it were its own.

7.4 The contractual parties are liable whenever they are at fault, but for no more than the loss or damage that arises. Overall, the liability per order is limited to the amount of the total remuneration paid by BLS AG per order.

7.5 The recruiter shall take out, as a minimum, a liability insurance policy in the amount of CHF 5 million per claim event and per year for physical injury, damage to property, and any resulting financial loss.

## **8. Duration of the order and cancellation**

8.1 The contractual relationship shall end at the latest with the appointment of the employee recruited (conclusion of the employment contract) or with the rejection of an applicant by BLS.

8.2 The contracting parties may cancel the contractual relationship at any time with no cost implications.

## **9. Contract transfer and assignment**

9.1 BLS may transfer or assign the contractual relationship or associated rights and obligations without the recruiter's consent to another company within the BLS Group.

## **10. Non-solicitation agreement**

10.1 The recruiter is prohibited for twelve months, following a successful recruitment, from actively soliciting, in connection with the appointment, +/- two grades of BLS employees within the hierarchy or having third parties solicit them.

10.2 In the event of a breach of this non-solicitation agreement, a contractual penalty in the amount of 50 per cent of the fee paid by BLS shall be payable.

## **11. Final provisions**

11.1 The recruiter may only cite BLS to third parties for reference purposes or mention the kind of services provided for BLS if it has obtained the prior written consent of BLS.

11.2 BLS Ltd. is under an obligation to report on non-financial matters pursuant to Art. 964a et seq. of the Swiss Code of Obligations (OR). It and its subsidiaries (incl. BLS Netz AG) are subject to the due diligence and reporting obligation regarding minerals and metals from conflict areas and child labour pursuant to Art. 964j et seq. OR. The recruiter undertakes to provide the information requested by BLS for the fulfilment of these obligations in full and in writing within the set deadline and to comply with these obligations itself, insofar as it is subject to them.

11.3 Swiss law is applicable to this contractual relationship.

11.4 The exclusive place of jurisdiction is Bern.