

General Terms and Conditions (GTC) EIM Switzerland AG

Version 11-2024 – 1.0

1. GENERAL INFORMATION

- a) These GTC apply as soon as a client receives and/or makes use of services from EIM Switzerland AG at their own request and if no separate contractual agreements have been made.
- b) This GTC covers three stages of a business relationship: evaluation phase, assignment phase and further relationships.

2. EIM SWITZERLAND AG

- a) EIM Switzerland AG is a management service provider, placing or lending skilled and qualified managers and implementation experts for a specific period.
- b) Following the presentation and selection of a candidate (hereinafter “skill pool partner”), EIM Switzerland AG accompanies the project on an administrative, commercial and quality assurance level.

3. EVALUATION AND SELECTION PHASE

3.1 Binding collaboration

- a) In order to be able to identify skill pool partners for the client according to the client's needs and at short notice, the parties agree to work together in a trusting, close and transparent manner.
- b) Services provided by EIM Switzerland AG
 - i. Determination of the requirements profile and any additional tasks
 - ii. Preparation of a “longlist” from the pool of implementation partners
 - iii. Job-specific assessment of suitability by EIM Switzerland AG
 - iv. Obtaining additional references
 - v. Preparation of the application files
 - vi. Clarification of all labor law requirements
 - vii. Creation of a shortlist (usually 2-3 skill pool partners)
 - viii. Arrangement of interview appointments
 - ix. Assisting the client in the selection of a skill pool partner
- c) Services provided by the client:
 - x. Appointing a contact person authorized to act on behalf of the company
 - xi. Providing all information and supporting documents that are necessary to select a suitable skill pool partner
 - xii. Reviewing and giving feedback on the profiles of the recommended skill pool partners
 - xiii. Scheduling the interview date for the skill pool partners, ideally within 5 to 10 working days
 - xiv. Prompt communication of the final decision within 5 to 10 working days after the interview

3.2 Roles in the selection process

- a) Each skill pool partner presented was assessed as part of a selection process to determine their suitability for the required job profile.
- b) It is the exclusive right of the client to accept or reject the skill pool partners presented by EIM Switzerland AG.

3.3 Costs for the selection process

- a) During the selection process, EIM Switzerland AG generally works on a success-oriented basis.
- b) Any external costs (e.g. travel expenses of the implementation partners) will only be invoiced after prior agreement.

3.4 Protection of candidates

- a) Candidate protection applies for 24 months after EIM Switzerland AG first names or introduces an implementation partner to the client.
- b) During this period, any collaboration with the implementation partner may only be realized via EIM Switzerland AG as the contractual partner. This also applies to any company affiliated with the client.

4. ASSIGNMENT PHASE: GENERAL CONDITIONS FOR THE ASSIGNMENT

4.1 Assignment contract

- a) The client has selected the most suitable implementation partner as part of the selection process.
- b) Each engagement of an implementation partner is confirmed to the client in writing with an assignment contract with EIM Switzerland AG. This defines the conditions, including the definition of functions and tasks,

remuneration and fee arrangements, duration and location of the assignment and other conditions between the parties.

- c) Changes to the tasks, roles and responsibilities of the implementation partner must be agreed in writing in advance.

4.2 Liability

- a) The implementation partner provides its consulting and management services to the client independently and under its own responsibility. EIM Switzerland AG is only responsible for procuring the implementation partner.
- b) The implementation partner is personally liable to the client for any damage caused intentionally or through negligence, whether to persons or property.
- c) Under no circumstances shall the implementation partner and EIM Switzerland AG be liable for consequential damages, claims by third parties, damages arising from the use of the work results, loss of profit and damage to software, data carriers and data.
- d) With these terms, all liability is conclusively regulated. Any other and further liability is excluded in full.

5. FURTHER RELATIONSHIPS

5.1 Copyright

- a) All rights to work results, in particular copyright, shall be deemed to have been transferred in full and without additional compensation to the client. This applies to work results and products that arise in direct connection with the contractual relationship, whether from the activities of the implementation partner alone or from cooperation with others.
- b) The implementation partner, on the other hand, has the right to use project-specific know-how and experience in other, similar projects to the extent permitted by law, as long as this knowledge is industry-specific general knowledge, does not allow any conclusions to be drawn about the client and the subject matter or content of its projects or orders and no impairment of the client's business activities can arise from this.

5.2 Client reference

- c) Implementation partners and EIM Switzerland AG shall only name the client as a reference or provide information to third parties about the nature of the services provided for the client if they have received prior written consent from the client.
- d) Should important reasons arise or become known at a later stage, the client may revoke its consent to the implementation partner and EIM Switzerland AG at any time.

5.3 Confidentiality and data protection

- a) The client, EIM Switzerland AG and implementation partners (“parties”) undertake to maintain strict confidentiality with regard to all information, data, perceptions, matters, documents, etc. that belong to the respective party's sphere of secrecy and are neither public knowledge nor generally accessible. Confidential information includes, in particular, customer or personal data, information on corporate strategy, product and production information, business processes, information on organization, financial and accounting practices, information on subsidiaries or partner companies, marketing and sales information, research and development data, etc., as well as all data or documents with such content. Reference is made to Art. 162 of the Swiss Criminal Code.
- b) The duty of confidentiality, secrecy and non-disclosure shall continue to apply to all parties even after termination of the contract, both in terms of subject matter and for an unlimited period of time.
- c) Each party is obliged to take all necessary measures to ensure the protection of all secret or confidential data, information and documents.
- d) All parties are obliged neither to use confidential or other sensitive data, information and documents for their own purposes outside of this contractual relationship nor to pass them on or make them accessible to third parties. Agreements to the contrary remain reserved.
- e) Upon termination of the contract, all parties are obliged to return or destroy all documents, data and information provided by the other parties immediately and without being requested to do so.

5.4 Place of jurisdiction

- a) These terms and conditions are subject to Swiss law.
- b) The place of jurisdiction is Baar, Switzerland.