

## General Terms and Conditions PayrollPlus Employment Model

1. The employees have concluded an employment contract with us, which precisely sets out all rights and obligations. PayrollPlus is their employer. We assign you the deployment company with the managerial authority and supervision of the deployed employees. You as deployment company are not responsible for any social contributions of the respective employees. The deployed employees have no direct employment relationship with you as deployment company.
2. PayrollPlus has agreed notice periods with the employees in their employment contracts. In the first three months of an uninterrupted period of employment, the notice period is 2 days, 7 days for employment of four to six months and 1 month from the seventh month onwards.

For terminations before or after an illness or accident we and the deployment company have to adhere to the waiting periods as per art. 336c OR. The ordinary notice period has to be added after the waiting period. The right to termination without notice for good cause is reserved. (Art. 337 Swiss Code of Obligations) The stated work periods verbally or in the order confirmation can't be guaranteed due to contractual law.

The notice periods are legally binding for you as deployment company/client.

3. We will charge you for the hours the employees work for you on the basis of the work report checked and duly signed by you. By signing the work report you are simultaneously accepting our General Terms and Conditions and the rates stated in the order confirmation. **The invoice amount is payable net.**
4. The agreed hourly rate and expenses are due without objection as soon as the employees commence their employment with you. If our employee presents a work report duly signed by you, we shall be entitled to pay the employee their wages and to invoice you for them. **Please do not sign a work report which does not in any way correspond to reality.**
5. The additional personnel costs, such as Swiss State old age and life insurance (AHV), unemployment insurance (ALV), State disability insurance (IV), military service cover (EO), holiday pay cover (Ferienanteil), child allowances, accident insurance, company pension fund, etc. are covered by PayrollPlus and are included in the agreed client rate.
6. Hours worked in addition to normal work hours are classified as overtime. They must be listed separately on the work report and the corresponding additional percentage for overtime work has to be mentioned. **The overtime will be paid in accordance with the collective bargaining agreement valid for the work contract.**
7. PayrollPlus cannot be held responsible for the employee's work or ensuing damage or loss. PayrollPlus has no possibility for reinsurance.
8. PayrollPlus AG as legal employer has to adhere to the regulations of the AVG art. 20 (Employment Services Act) art. 20

As deployment company you are obliged to the correct evaluation of the respective collective bargaining agreement / work law and also apply it accordingly. PayrollPlus rejects any liability for resulting loss or damage (e.g. application of incorrect collective bargaining agreements, highlighted during payroll audits, failure to comply with minimum wages, missing lunch allowances – shift payments – failure to comply with minimum or maximum hours per day/week of the employee, missing overtime and extra hours payments)

If trade unions or court judgments demand supplementary payments, PayrollPlus shall be entitled to invoice the deployment company in full for any costs/supplementary payments incurred. (Swiss Code of Obligations - OR Art. 127 and 128; Statutes of limitations: amounts payable under employment law 5 years and court judgments 10 years).

9. Our customer shall assume full responsibility for our employees vis-à-vis third parties (Swiss Code of Obligations Art. 101).
10. Licensing authority: Kant. Amt für Industrie, Gewerbe und Arbeit, 6431 Schwyz  
Seco, Direktion für Arbeit, Effingerstr. 31, 3003 Bern