Commission-Based Employment Contract of PayrollPlus

Individual employment contract under Art. 319 CO

1) Subject matter of the contract

The employee is employed by PayrollPlus in accordance with Art. 319 of the Swiss Code of Obligations (CO).

2) Entry into force

The contract enters into force when work commences.

3) Termination

a) Probationary period:
The first three months are deemed to be a probationary period, during which a notice period of two days applies. A new probationary period also applies in the event of a three-month interruption of work via PayrollPlus.

If the probationary period is effectively shortened due to illness, accident or the fulfilment of a statutory obligation not voluntarily assumed, the probationary period is extended accordingly.

b) After the probationary period:
The contract is concluded for the duration of a project in each case and ends automatically upon completion of the project or after a month in which the employee does not report any working hours. A new project, provided it starts within three months of the end of the last project, automatically extends the contract by the corresponding duration. In addition, a notice period of one month applies; notice may be given at any time, and the termination date is not restricted to the end of a month.

4) Working hours

The employee is free to organise his/her working hours (annualised working time). He/she must record the exact working hours and report them to PayrollPlus. By submitting them, the employee confirms that the hours worked are correct and complete.

If the employee is subject to a collective labour agreement (CLA), the maximum working time of 8 hours per day or 40 hours per week must not be exceeded. If he/she is not subject to a CLA, the statutory maximum working time of 9 hours per day or 45 hours per week must not be exceeded. Work on Sundays, public holidays and at night is not permitted. Overtime is strictly prohibited.

5) Place of work

The place of work is, in principle, the office premises of PayrollPlus. The employee is free to work from any location (home office, client premises, co-working space, etc.).

6) Performance of duties

The employee undertakes to perform the work (assignment) under his/her own instructions or in accordance with the client's instructions.

7) Liability

Within the limits of Art. 321e para. 2 CO, the employee is personally liable to PayrollPlus AG and to the client for all damage caused intentionally or through gross negligence. The same applies to the consequences of failing to comply with this contract and/or the applicable CLA. PayrollPlus cannot be held liable for damage to the client or to third parties since, analogous to staff leasing, we do not issue any instructions. The client must include the employees paid via PayrollPlus in its business liability insurance under external staff.

8) Remuneration

PayrollPlus receives 3% of the total revenue generated by the employee. The remaining 97%, excluding VAT, make up the total wage costs, including employer and employee social security contributions. If the hourly rate per payslip is between CHF 50.– and CHF 99.– per hour, PayrollPlus receives 5%. The remaining 95%, excluding VAT, make up the total wage costs, including employer and employee social security contributions.

9) Social security contributions and payment

The premiums for the statutory social insurance schemes (AHV/IV/EO/ALV/BVG) and any additional insurance are deducted from salary payments. Remuneration is paid as a net hourly wage. As an overview, the employee receives a payslip showing what the gross wage would be.

a) BVG/pension fund contributions

The employee can choose between two BVG contribution models, "BVG Basis" and "BVG Kader". He/she must inform PayrollPlus of the choice upon registration. Factsheets on both options are available to the employee on the PayrollPlus website under Downloads.

b) Withholding tax

Withholding tax is deducted in accordance with the requirements of the respective cantons. If an employee is subject to withholding tax and does not agree with the tax deduction, he/she may, by the end of March of the

calendar year following the due date of the payment, request a ruling from the tax assessment authority on the existence and extent of the tax liability. If PayrollPlus has not made the tax deduction or has made an insufficient deduction, it will be required by the tax assessment authority to pay the difference. Any subsequent claims by the tax authority will be invoiced to the employee by PayrollPlus.

c) Child and family allowances

Child and family allowances are paid in accordance with cantonal regulations and the Federal Act on Family Allowances. Only one allowance is paid for the same child.

Legally sufficient proof (family record book/form E411) of entitlement to child or family allowances must be submitted at the start of the employment relationship.

Proof submitted late will be taken into account at the earliest in the next pay period. Payment is made upon receipt of the ruling from the compensation fund.

10) Expenses

In accordance with the PayrollPlus expenses regulations and Art. 327a CO.

11) Illness and accident

Insurance coverage begins when the contract enters into force. The average wage paid is decisive for calculating the amount of benefits in the event of illness or accident. The statutory protection periods against termination only apply after the probationary period has ended.

a) Illness

The employee is obliged to notify PayrollPlus without fail on the **first day of illness**.

If the employee is prevented from working through no fault of his/her own within the first three months, the employee has no entitlement to wages under a permanent employment contract before the first day of the fourth month of the employment relationship; the employee must therefore bear the loss of earnings during the qualifying period of three months. This has no effect on the benefits of the collective daily benefits insurance, which applies from the 31st day in the case of a longer illness.

The employee is insured under a collective daily sickness benefits insurance. The daily benefits paid by the collective insurer fully discharge the employer's obligation to continue paying wages under Art. 324a and 324b CO. Benefits amount to 80% of the average wage, provided the

incapacity for work is at least 25%. Benefits are paid for 730 days, including the waiting period.

To be entitled to insurance benefits, a medical certificate must be submitted within two days. The general insurance conditions of the collective daily sickness benefits insurer form an integral part of the contract.
In addition, the «Special conditions regarding pre-existing conditions and mental illnesses» of the insurer also apply.

The maximum insured earnings amount to CHF 250'000.00 per year. The waiting period is three days. The collective daily sickness benefits insurance only applies from the 31st day. PayrollPlus AG covers the costs for the first 30 days. During these 30 days, the employee is insured at 80% of the average wage; however, if a discount on the basic margin of 3% has been granted, only up to a maximum of twice the amount of the margin that the employee has generated for us. The obligation to pay benefits ends upon termination of this agreement. After leaving the collective daily sickness benefits insurance, the employee has the option of transferring to individual insurance within 90 days in accordance with Art. 71 para. 2 KVG (Health Insurance Act) and Art. 109 KVV (Health Insurance Ordinance).

b) Accident

The employee is insured with an accident insurance company against occupational accidents and – if he/she works at least 8 hours per week – against non-occupational accidents. The benefits of the insurance company replace the obligations to pay wages under Art. 324a and 324b CO. Benefits amount to 80% of the average wage. To be entitled to insurance benefits, a medical certificate must be submitted within two days. The general insurance conditions of the accident insurance company form an integral part of the contract. The maximum insured earnings amount to CHF 12’350.00 per month or CHF 148’200.00 per year. The waiting period is three days.

12) Holidays and public holidays

Employees up to the age of 20 are entitled to 25 working days of holiday (10.6%). All other employees are entitled to 20 working days of holiday (8.33%). Holiday pay may be paid out directly with the wage for one-off employment relationships of no more than three months or for very irregular assignments, but must be shown separately on the payslip. For all other employment relationships, holiday pay may only be paid out when the holidays are taken or upon final termination of the employment relationship, if taking the holidays within the notice period is not possible or not permitted by law. The current holiday balance must be shown on the payslips.

After 13 weeks, employees are entitled to compensation for loss of earnings for all official public holidays equivalent to a Sunday that fall on a working day. The

employer is free to compensate for public holidays by means of a flat-rate wage supplement of 3.59% on the AHV wage.

13) Short absences

Private absences for medical appointments, moving house, weddings, etc. are not paid; however, the necessary time is granted. Absences for funerals are likewise not paid.

14) Inability to work through no fault of the employee

If the employee is prevented from working through no fault of his/her own within the first three months for reasons relating to his/her person, such as illness, accident, fulfilment of statutory obligations or holding public office, the employee has no entitlement to wages under a permanent employment contract before the first day of the fourth month of the employment relationship; the employee must therefore bear the loss of earnings during the qualifying period of three months. This does not apply where a generally binding CLA provides otherwise.

15) Duty to report

If the hours worked or the actual volume of assignments deviate from the agreement, only the working hours submitted to us or the documented volume of assignments will be remunerated, unless the employee can prove that the client refused to accept his/her work. PayrollPlus AG must be informed of such incidents in writing immediately, or at the latest within 24 hours.

16) Amendments to the contract

Amendments to this contract require the written and legally valid signed consent of both parties.

17) Note on residence/work permits

The cantonal migration office is responsible for issuing any residence/work permit.

18) Code of Conduct

The PayrollPlus Code of Conduct forms an integral part of this contract. By accepting this contract, the employee confirms that he/she has read it and will comply with it at all times. The Code of Conduct can be viewed at any time in the PayrollPlus download area at https://payrollplus.ch/downloads/.

19) Prohibition of employment/secondary employment abroad

PayrollPlus employees are strictly prohibited from taking up employment/secondary employment abroad, as PayrollPlus settles all wages (social insurance) with the Swiss state. We are unable to settle social insurance

contributions for employees who have employment/secondary employment abroad. The employee is therefore obliged to terminate the contract with PayrollPlus before taking up employment/secondary employment abroad.

20) Applicable law and place of jurisdiction

This commission-based employment contract is governed exclusively by Swiss law. The exclusive place of jurisdiction is Wollerau SZ (subject to mandatory statutory provisions).

By confirming online, the employee declares that he/she has read and understood this commission-based employment contract. In particular, he/she confirms that his/her wage provides remuneration that is customary in the industry and appropriate to his/her training, age and years of service, and that it enables him/her to cover his/her living expenses satisfactorily.