PAYROLL PLUS
Switzerlands digital salary platform

Muster Datensatz
Herr Muster Muster
Muster. 11
3951 Agarn

Order confirmation no. 32581

Employee	Muster Datensatz Herr Muster Muster Muster. 11 3951 Agarn
CBA	No CBA
Employment as	Automation Engineer
Place of employment	Zürich
Employment start	01.07.2021
Employment duration	30.06.2022
Working hours	42h per week, employee defines working hours independently

Overtime to be comp. with free time or 25% surcharge		**Legally payable with 25% surcharge**	
per day above		per day above	SA
per week above	46.25 Std.	per week above	SU Forbidden

Overtime creates an extra time effort to audit the time reporting for all parties, therefore the working hours by CBA/work law have to be followed strictly. Overtime will be paid with 25% surcharge or if ruled in the applicable CBA, will be withheld to be compensated with free time.

Rate CHF excl. VAT **hourly**	Employee expense per day		
100.00			

With signing this contract the employing firm acknowledges:

a) The general terms and conditions of PayrollPlus AG.
b) Wollerau SZ Switzerland as the jurisdiction for both parties.
c) Payment terms: 14 days

Pfäffikon, 17.6.2021
PayrollPlus AG

Company
stamp and signature :

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 AG declines all liability for damages of any kind caused by the employee to the company or third parties.The employee works exclusively under the instructions of the employing company, therefore the employing company is also liable for all damages to third parties (CO art. 55 and art. 101). In the event that third parties make claims against PayrollPlus AG or its employees as a result of the employee's activities, the deployment company is obliged to exempt PayrollPlus and its employees from all such claims. External personnel must be included in the company's liability insurance. Insurance coverage via PayrollPlus AG is excluded.

8. The deployment company is responsible for compliance with working time regulations, occupational safety and health protection vis-à-vis the employee, as the employee is subject to the instructions of the deployment company. The deployment company is also obliged to notify PayrollPlus AG of the correct employee category of the CBA to which it is subject. Claims against PayrollPlus AG arising from incorrect information, whether intentionally given or not, must be covered retroactively by the deployment company (e.g.incorrect CBA subordination found by an auditor, failure to comply with minimum salaries, failure to pay lunch or shift add-ons as well as overtime or overtime supplements, violation of regulations on maximum working hours or rest periods, etc.).
   PayrollPlus AG is entitled to charge all costs incurred as well as claims made by trade unions or from court judgements to the deployment company in full (CO art. 127 and 128, limitation periods: 5 years for claims arising from labour law; 10 years for claims arising from court judgements).

9. Licensing authority: Kant. Amt für Industrie, Gewerbe und Arbeit, 6431 Schwyz
   Seco, Direktion für Arbeit, Effingerstr. 31, 3003 Bern