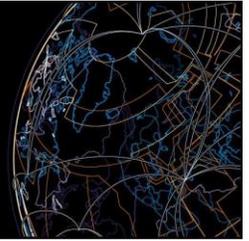


Performance. Recognition. Reward.

## Standard Terms and Conditions (T&Cs) of ABB Schweiz AG for Recruiting Personnel to ABB Schweiz AG, (Version 04.2013)



### **Scope of application**

These standard terms and conditions (T&Cs) set out the conditions pertaining to the placement of personnel within ABB Schweiz AG and its subsidiaries (hereinafter referred to as "ABB") by "recruitment agencies".

A contract between ABB and the recruitment agency shall only come into being upon acceptance of these T&Cs. By providing a candidate's file to ABB the recruitment agency accepts these T&Cs in full. Standard terms and conditions of the recruitment agency which differ from these T&Cs are expressly excluded. The latest, binding version of the T&Cs is available online at our website.

These T&Cs are also valid for individual orders, provided that the agreements in question do not expressly differ from the same.

### **Recruitment agency service and obligations**

The recruitment agency undertakes the selection and recruitment of managerial and specialist staff for permanent positions at ABB. The recruitment agency shall ensure that candidates placed with ABB are suitable for the position to be filled. The recruitment agency is obliged to check that proposed candidates are suitable for the post advertised in a face-to-face meeting prior to sending a complete file to ABB. Services provided by the recruitment agency shall include but not be limited to: describing the candidate and summarizing the meeting and requests for references, supplying the curriculum vitae written by the candidate, all testimonials/educational reports, qualifications and other documentation relevant to the application.

Other services provided by the recruitment agency such as advertisements in print and online media, assessments, aptitude tests and personality profiles as well as travel expenses shall only be reimbursed by ABB where stipulated by a separate agreement.

The recruitment agency confirms that legal requirements relating to recruitment are complied with. The file shall be accompanied by a copy of the operating permit provided by the cantonal employment office in accordance with the Swiss Federal Employment Services Act (AVG) and the Employment Services Ordinance (AVV, SR 823.111) and a copy of the State Secretariat for Economic Affairs (SECO) permit.

The placement of staff does not result in any exclusive right to provide recruitment services. ABB may also act independently to fill the relevant post and bring in other recruitment agencies.

Until the candidate signs an employment contract, ABB is entitled to withdraw from the agreement at any time without incurring any costs.

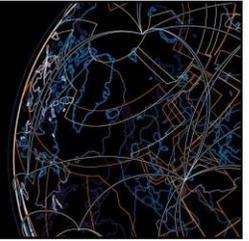
### **Agency fee / terms**

ABB shall be liable to pay the agency fee to the recruitment agency only if ABB signs an employment contract with the candidate recruited by the recruitment agency for the advertised post. If no employment contract is concluded between ABB and the candidate, ABB shall not owe the recruiter an agency fee.

Furthermore, no agency fee shall be payable either if a candidate applies to ABB directly or previously through a different recruitment agency, or if a candidate applies for other positions at ABB following the submission of their file for a position at ABB, or if a candidate – their file having been submitted for a position at ABB – is subsequently rejected by ABB but after a period of six months is in fact appointed to that same position.

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The agency fee is calculated as a percentage of the gross annual salary (including 13<sup>th</sup> month pay) agreed between ABB and the candidate placed by the recruitment agency. The gross annual salary does not include one-off payments related to changing jobs such as introductory bonuses, transfer payments, payments to pension funds, relocation expenses, etc. or variable wage components such as bonuses, premiums, expenses including subsistence, shift, hazardous work or on-call standby allowances or similar.

The following charging rates apply:

<i>Gross annual salary (fixed)</i>	<i>Charging rate</i>
Up to CHF 100,000	Max. 15%
Up to CHF 150,000	Max. 18%
Up to CHF 200,000	Max. 20%
Over CHF 200,000	Max. 22%

For fees in excess of CHF 23,000 an additional agreement must be in place.

In the case of part-time contracts (less than 80%), the deciding charging rate shall be based on the gross annual salary (including 13th month pay) assuming the scenario of full-time employment. The agency fee shall amount to two-thirds of this rate.

The agency fee covers all services (including expenses) provided by the recruitment agency plus Swiss value-added tax or comparable foreign sales tax. The payment of all other taxes and other expenses or fees is the responsibility of the recruitment agency.

The agency fee shall become payable on conclusion of the agreement between the candidate and ABB. As soon as the agency fee becomes payable, the recruitment agency must submit an invoice with a payment period of 60 days.

### **Guarantee of success and reimbursement of the agency fee**

In the following cases, the agency fee shall be reimbursed to ABB by the recruitment agency within 30 days of notification that the employer-employee relationship between ABB and the candidate has ended or of notification that the candidate will not be starting the job:

*1) Recruited candidate does not start job:*

Reimbursement of 100% of agency fees unless the candidate is unable to take up the post through the fault of ABB.

*2) Termination of the employment contract within the contractually agreed probation period:*

Reimbursement of 50% of agency fees irrespective of which party instigates termination of the contract. In the event of termination by ABB without notice, 100% of agency fees shall be reimbursed.

*3) Termination of the employment contract within one year of conclusion if the appointment would have been prevented upon disclosure of information known to the recruitment agency:*

Reimbursement of 100% of agency fees. This shall also apply if the relevant information should have been known to a diligent recruitment agency.

In such cases, ABB also reserves the right to seek damages from the recruitment agency for higher actual expenditure related to termination of the employment contract.