

## **General Terms and Conditions (GTC) Governing the collaboration between Axpo and recruitment agencies**

### **1. Scope**

These General Terms and Conditions (GTC) apply to all recruitment services provided by the recruitment agency to Axpo Services AG, Axpo Solutions AG and Axpo Power AG as well as to the partner plants managed by them (hereinafter "Axpo"). The GTC are deemed to have been accepted in their entirety by the recruitment agency when the recruitment agency submits candidates' applications via the application management tool of Axpo. Any terms and conditions of the recruitment agency (including those previously agreed) are hereby explicitly excluded.

These GTC do not apply to recruitment services provided on the basis of a mandate (governed by a separate agreement).

### **2. Scope of services and duties of the recruitment agency**

The recruitment agency's services encompass all activities on a performed based remuneration in connection with the selection and recruitment of management and specialist staff for permanent positions. The recruitment agency shall check all candidates it proposes for a vacancy for their suitability by way of at least one personal discussion before submitting a complete application (for example: candidate profile, including salary expectation, copy of CV produced by the candidate, photo, all certificates and diplomas, and any other relevant documentation) to Axpo.

Additional services provided by the recruitment agency such as special search requests, advertisements in print and online media, enhanced selection tools such as assessments, personality tests and expert opinions, expenses incurred such as for travel and obtaining work permits, etc. will only be remunerated by Axpo where covered by a corresponding separate agreement between the recruitment agency and Axpo.

Recruitment services are subject to performance-based remuneration. Their provision does not confer exclusive rights of recruitment upon the recruitment agency. Axpo is entitled to independently take action with regard to a given vacancy and to use the services of other recruitment specialists.

The recruitment agency shall not directly approach a candidate it successfully placed with Axpo with the intention of poaching said candidate with an offer of other employment, for as long as the candidate remains employed with Axpo. The recruitment agency further agrees not to poach any employees of Axpo within 12 months of a successful placement.

Axpo expressly reserves the right to terminate its collaboration with the recruitment agency in the event of infraction of these conditions without providing compensation or further justification.

### 3. Due diligence

The recruitment agency shall exercise due care in the provision of recruitment services in accordance with these GTC – taking account of any instructions issued by Axpo as well as all legal provisions – and shall deliver services of a professional quality, while adhering to the applicable rules of professional conduct. The recruitment agency shall further entrust the provision of recruitment services only to experienced and highly qualified individuals.

### 4. Contact

The recruitment agency's primary contact both for written and telephone enquiries is the HR specialist mentioned by name in Axpo's job advert. The recruitment agency shall make candidates' applications available to Axpo via the online tool using the recruiter login (registration via HR specialist). The HR specialist responsible will review the application and contact the recruitment agency. Direct contact with line managers concerned may only be sought if they are explicitly mentioned as a contact person in the job advert.

### 5. Recruitment fee / conditions

A recruitment fee shall be due to the recruitment agency from Axpo if Axpo concludes an employment contract with a candidate proposed by the recruitment agency for the position advertised.

Further, the recruitment fee shall be due to the recruitment agency from Axpo in the event the initial attempt to fill the advertised vacancy fails only if an employment contract is nonetheless concluded within three months of the initial failed attempt. In all other respects, the conditions set out in Section 7 below apply.

The recruitment fee is calculated as a percentage of the gross annual salary (fixed) agreed between Axpo and the candidate recruited by the recruitment agency in the relevant employment contract. It is calculated as follows:

Gross annual salary (fixed)	Recruitment fee
Category 1	10 %
Category 2	13 %
Category 3	16 %
Category 4	19 %
Category 5	22 %
Category 6	25 %
Category 7	28 %
Category 8	30 %
Category 9	35 %

One-off payments in connection with the job change such as starting bonuses, transfer payments, pension fund payments, relocation expenses, etc., do not form part of the gross annual salary. Neither do variable salary components such as pay components based on company results (CRPC), variable performance-related component (VPRC), bonuses, reimbursement of expenses, lunch allowances, etc., form part of the gross annual salary (fixed).

The agreed recruitment fee does not include Swiss VAT, nor any comparable foreign sales tax. Payment of all other taxes as well as other costs or fees is the responsibility of the recruitment agency.

The recruitment fee is due for payment by Axpo upon the conclusion of an employment contract between the recruited candidate and Axpo, and is subject to a payment deadline of 30 days from the receipt by Axpo of the recruitment agency's invoice. The offsetting of counterclaims is inadmissible.

The recruitment fee includes all expenses. Where a different arrangement is to be made by way of exception, this is subject to prior written agreement on a case-by-case basis.

## 6. Guarantee of success

Each recruitment process will have a guarantee period of three months as of when Axpo hires the successful candidate. This guarantee consists of ensuring that if, within such period, the labour or commercial or any other kind of contract signed by Axpo and such candidate is terminated, either because Axpo does not consider the candidate suitable for the position for which he/she was recruited, or because the candidate him-/herself opts to terminate it, the recruitment agency will repeat the recruitment process at no cost to Axpo, with the exception of those amounts that, if applicable, are approved by the Parties. The repetition of the recruitment process will be subject to the following conditions:

- a) The initial term of the contract between Axpo and the candidate will be longer than the guarantee period
- b) Axpo will be up to date in payment of any invoices issued by the recruitment agency.
- c) The termination of the contract by the candidate must not be the result of a failure by Axpo to fulfil any of its legal or contractual obligations

The term to request the execution of the guarantee will be computed from the date on which Axpo communicates to the recruitment agency the disengagement of the candidate selected and hired by Axpo for any of the causes that, in accordance with the provisions of the present clause, give rise to the application of the guarantee.

The guarantee will be effective to cover the same profile and with the same salary and hiring conditions for which Axpo requested the service from the recruitment agency. In the event that the remuneration finally agreed between Axpo and the recruited candidate is higher or lower than that initially agreed, a supplementary invoice will be issued for the difference in salary. It will proceed in the same way in the case contemplated in the previous section.

The guarantee will entail the repetition of the selection process once only. In case there is not placement in the second attempt a reimbursement of 75% of the recruitment fee shall be due within 30 days of receiving a request for reimbursement from Axpo.

## 7. Exclusion of a recruitment fee

a. Until such time as the employment contract is signed by the candidate, Axpo and the recruitment agency may withdraw from the recruitment services at any time without incurring financial consequences, in particular without there being any entitlement to a recruitment fee.

b. In the following cases, Axpo does **not** owe the recruitment agency a recruitment fee for the conclusion of an employment contract with a candidate:

1. The recruitment agency proposes a candidate who is already known to Axpo from another source and is documented accordingly, or whom Axpo comes to know from another source at the same time and is documented accordingly;
2. The candidate applies, either independently or through a third party, at the same time and/or after a period of three months following an unsuccessful attempt at placement (declined by Axpo or the candidate or recruitment agency) for different vacancies with Axpo.

Axpo shall notify the recruitment agency of this in good time.

## 8. Confidentiality and data protection

All information, documentation and data the recruitment agency is entrusted with or becomes aware of in connection with the provision of recruitment services must remain confidential and may only be used for the provision of recruitment services. In particular, such information, documentation and data must not be published, cited or otherwise made available to third parties by the recruitment agency, unless the recruitment agency is legally obliged to do so based on mandatory law. The recruitment agency shall ensure that all information, documentation and data made available to it or of which it becomes aware is diligently and discreetly stored, transmitted and/or processed as well as protected from unauthorised access by third parties, and in particular that all applicable data protection legislation is adhered to. The duty of confidentiality and data protection continues to apply even after the collaboration has ended.

Information that is widely accessible is not subject to this duty of confidentiality.

The personnel file submitted to Axpo of the candidate employed by Axpo remains the unrestricted property of Axpo.

## 9. Liability

Except in case of willful misconduct or gross negligence by the recruitment agency (in which case no limitation to the potential liability shall apply), the total amount for which the recruitment agency will be liable to Axpo, for the sum of all individual damage and as a result of the provision of the services under the agreement, will not exceed ten times the total amounts paid by Axpo to the recruitment agency in relation to the specific service in which the damage is caused.

## 10. Closing provisions

### 10.1 Precedence

These GTC take precedence over all previous agreements between the recruitment agency and Axpo in the area of performance-based recruitment.

The recruitment agency confirms that it has read these GTC and agrees with their content.

### 10.2 Severability clause

If individual provisions of these GTC should prove legally invalid or become legally invalid due to a change in circumstances or if there proves to be an omission in these GTC, the remaining provisions shall not be affected in their legal validity. For any such legally invalid provision or omission, an appropriate provision shall be introduced that is as close as possible to what Axpo and the recruitment agency would have intended if they had been aware of the shortcoming at the time.

### 10.3 Assignability

Rights and duties under these GTC can only be assigned to third parties if the recruitment agency or Axpo, as the case may be, has given prior written consent.

### 10.4 Place of jurisdiction and applicable law

The place of jurisdiction for all disputes between the recruitment agency and Axpo is Madrid. All legal relationships between the parties are exclusively subject to Spanish law.