



TERMS AND CONDITIONS OF SERVICE
(Addendum to the General Terms and Conditions of Sale)

Staff Secondment, Try & Hire and
Permanent Placement (Non-Temporary
Recruitment)

This document forms an integral part of a project. Its distribution is governed by the confidentiality obligations arising from the business relationship between **PSS IT Solutions SA** and the client concerned by the project. It may not be disclosed to any third party without the explicit written consent of both parties.

1. Table of contents

1. Table of contents	2
Context.....	4
Part 1 – Personnel Secondment and Try & Hire	4
1. Our Service	4
2. Personnel Secondment Terms	4
3. Try & Hire Terms	4
4. Special Terms and Conditions of Sale.....	4
a. Formation of the Agreement.....	5
b. Services Provided by PSS IT – Definitions	5
c. Recruitment Process.....	5
d. Client Obligations.....	6
Part 2 – Non-Regular Private Placement Services (Special Terms and Conditions of Sale)	6
1. Our Services	6
2. Terms Applicable to Non-Regular Private Placement Services.....	7
3. Placement Guarantee	7
4. Special Terms and Conditions of Sale.....	7
a. Formation of the Agreement.....	7
b. Services Provided by PSS IT – Definitions	8
c. Recruitment Process.....	8
d. Client Obligations.....	8
e. Calculation of the Placement Fee.....	9
f. Payment and Due Date of the Placement Fee.....	10
g. Formation of the Agreement.....	Error! Bookmark not defined.
Part 3 – General Provisions	11
1. Payment Terms	11
2. Liability of PSS IT.....	11
3. References	11
4. Subcontracting -	12
5. Processing of the Client's Personal Data.....	12
6. Processing of Candidates' Personal Data.....	12
7. Confidentiality	13

8.	Force Majeure.....	13
9.	Independent Parties.....	14
10.	Severability	14
11.	No Waiver.....	14
12.	Governing Law and Jurisdiction	14
13.	Definitions	15

Context

With reference to our proposal, we are pleased to provide you with our Special Terms and Conditions of Sale applicable to personnel secondment, Try & Hire, and permanent recruitment services.

Part 1 – Personnel Secondment and Try & Hire

1. Our Service

Identification and targeting of suitable candidate profiles.

Candidate sourcing through our tools and partner platforms.

Technical pre-screening.

Preparation of the candidate profile, including the CV and a candidate/position summary

Interview coordination and scheduling

Ongoing follow-up, as well as administrative and HR management

2. Personnel Secondment Terms

The following elements are specified in the financial proposal accompanying our offer: the daily rate, the consultant's availability, the assignment duration, and the working schedule.

For each extension of the assignment, a new proposal must be approved by the Client. The daily rate may be subject to an upward revision upon renewal.

3. Try & Hire Terms

Try & Hire (T&H) enables the Client to assess a candidate's skills and suitability before making a decision to offer permanent employment.

The following elements are specified in the financial proposal accompanying our offer: the daily rate, the consultant's availability, the assignment duration, and the working schedule.

For each extension of the assignment, a new proposal must be approved by the Client. The daily rate may be subject to an upward revision upon renewal.

Upon completion of at least one assignment period as defined in our proposal, the consultant may be hired directly by the Client as a permanent employee without any placement fee.

4. Special Terms and Conditions of Sale

These Special Terms and Conditions of Sale govern the services provided by PSS IT in connection with personnel leasing services under the Swiss Employment Services Act (LSE).

PSS IT reserves the right to amend, modify, or update these Special Terms and Conditions of Sale at

any time. The version in force on the date on which the relevant Service Agreement is concluded shall apply to that agreement.

PSS IT holds the cantonal and federal licences issued respectively by the Geneva Cantonal Employment Office (Office cantonal de l'emploi – OCE) and the Swiss State Secretariat for Economic Affairs (SECO) in Bern, authorising it to provide personnel leasing services in accordance with the Swiss Employment Services Act (LSE).

a. Formation of the Agreement

The Agreement shall be deemed concluded on the date the Client signs and returns PSS IT's Commercial Proposal together with these Special Terms and Conditions of Sale. If the Client's acceptance is not received before the expiry date of the Commercial Proposal, the Commercial Proposal shall automatically lapse and be deemed null and void. The Client's acceptance of the Commercial Proposal constitutes full, unconditional, and irrevocable acceptance of these Special Terms and Conditions of Sale.

b. Services Provided by PSS IT – Definitions

PSS IT provides recruitment and personnel leasing services designed to connect Candidates and Clients through a structured recruitment process.

PSS IT's services are provided on a best efforts basis (obligation of means) and include: Identifying and understanding the Client's recruitment needs during an initial meeting; Defining an appropriate recruitment strategy to manage the recruitment process; Presenting a shortlist of suitable candidates to the Client; Using its best efforts (without any obligation to achieve a specific result) to provide a replacement candidate should the assigned consultant leave within the first three (3) weeks of the assignment.

The Client is solely responsible for defining the position to be filled and the profile of the candidate sought. PSS IT may assist the Client in preparing these specifications. The Client must specify the type of engagement envisaged (internship, employment contract, or service agreement) together with a description of the assignment.

The successful delivery of an assignment requires complete, accurate, and ongoing communication between the Client and PSS IT throughout the engagement.

c. Recruitment Process

PSS IT identifies and sources Candidates before carrying out an initial screening based on the verification of their qualifications, experience, and technical pre-assessment.

PSS IT then submits the profile(s) of the selected Candidate(s) to the Client.

Should the Client wish to interview one or more Candidates, it shall communicate its proposed interview

dates and times to PSS IT, which will coordinate and communicate the interview arrangements with the relevant Candidate(s).

The Client shall not contact any Candidate directly or indirectly for the purpose of arranging or proposing an interview without the prior involvement of PSS IT.

Where a Candidate accepts the interview invitation, the standard recruitment process shall commence and may include one or more interviews, whether conducted in person or remotely.

d. Client Obligations

The Client undertakes to cooperate actively with PSS IT in the performance of the Agreement and to provide all information necessary for the proper execution of the Agreement, including any information likely to affect the services being performed. The Client warrants that all information provided to PSS IT is accurate, complete, and up to date.

To minimise the risk of candidate withdrawals, the Client undertakes to review the candidate profiles submitted by PSS IT promptly and, where appropriate, to propose an interview within two (2) weeks of receiving the candidate profile(s). The Client further agrees to inform PSS IT, within ten (10) days following the final interview, of the outcome of each candidate's application.

If the Client enters into an employment contract or any other engagement with a Candidate within eighteen (18) months of the date on which the Candidate's profile was first submitted by PSS IT, the Client shall notify PSS IT of the principal terms of such engagement within fourteen (14) days. The applicable provisions set out in the relevant article of these Special Terms and Conditions of Sale shall then apply.

The Client undertakes not to disclose, whether to any third party or publicly, the names, identities, or personal information of any Candidates whose profiles have been made available through the recruitment process. The Client shall implement appropriate physical, technical, and organisational measures to protect all information obtained through PSS IT's services against loss, misuse, unauthorised access, disclosure, alteration, or destruction.

Part 2 – Non-Regular Private Placement Services (Special Terms and Conditions of Sale)

1. Our Services

Identification and targeting of suitable candidate profiles
Candidate sourcing through our tools and partner platforms
Technical pre-screening
Preparation of the candidate profile, including the CV and a candidate/position summary
Interview coordination and scheduling

2. Terms Applicable to Non-Regular Private Placement Services

The placement fee shall be calculated as a percentage of the Gross Annual Remuneration specified in the Commercial Proposal.

The placement fee shall be payable in three(3) instalments:

One-third(1/3) of the placement fee shall be invoiced and become payable on the employee's start date.

One-third (1/3) of the placement fee shall be invoiced at the end of the second (2nd) month of employment.

One-third(1/3) of the placement fee shall be invoiced at the end of the third(3rd) month of employment.

3. Placement Guarantee

In the event that the Candidate's employment is terminated during the probationary period (up to a maximum of three (3) months) due to reasons related to the Candidate's suitability for the position, the placement fee shall be payable as follows:

No placement fee shall be invoiced by PSS IT if the placed Candidate does not commence employment.

Only the first one-third (1/3) of the placement fee shall be invoiced if notice of termination of the employment contract is given during the first month of employment.

The second one-third (1/3) of the placement fee shall be invoiced if notice of termination of the employment contract is given during the second month of employment.

No additional amount shall be invoiced if notice of termination is given during the third month of employment, the first two instalments already paid or due remaining fully earned by PSS IT.

The General Terms and Conditions of PSS IT Solutions SA shall apply.

4. Special Terms and Conditions of Sale

These Special Terms and Conditions of Sale govern the services provided by PSS IT in connection with non-regular private placement services under the Swiss Employment Services Act (LSE).

PSS IT reserves the right to amend, modify, or update these Special Terms and Conditions of Sale at any time. The version in force on the date on which the relevant Service Agreement is concluded shall apply to that Agreement.

PSS IT holds the cantonal and federal licences issued respectively by the Geneva Cantonal Employment Office (*Office cantonal de l'emploi - OCE*) and the Swiss State Secretariat for Economic Affairs (*SECO*) in Bern, authorising it to provide non-regular private placement services in accordance with the Swiss Employment Services Act (LSE).

a. Formation of the Agreement

The Agreement shall be deemed concluded on the date the Client signs and returns PSS IT's Commercial Proposal together with these Special Terms and Conditions of Sale.

If the Client's acceptance is not received before the expiry date of the Commercial Proposal, the Commercial Proposal shall automatically lapse and be deemed null and void.

The Client's acceptance of the Commercial Proposal constitutes full, unconditional, and irrevocable acceptance of these Special Terms and Conditions of Sale.

b. Services Provided by PSS IT – Definitions

PSS IT provides recruitment services designed to connect Candidates and Clients through a structured recruitment process.

PSS IT's services are provided on a **best efforts basis** (obligation of means) and include:
Identifying and understanding the Client's recruitment needs during an initial meeting;
Defining an appropriate recruitment strategy for managing the recruitment process;
Presenting a shortlist of suitable Candidates to the Client.

The Client is solely responsible for defining the position to be filled and the profile of the Candidate sought. PSS IT may assist the Client in preparing these specifications. The Client must specify the type of engagement envisaged (internship, employment contract, or service agreement), provide a description of the assignment, and indicate the proposed **Gross Annual Remuneration**.

The successful delivery of the recruitment assignment requires complete, accurate, and ongoing communication between the Client and PSS IT.

c. Recruitment Process

PSS IT identifies and sources Candidates before carrying out an initial screening based on the verification of their qualifications, experience, and technical pre-assessment.

PSS IT then submits the profile(s) of the selected Candidate(s) to the Client.

Should the Client wish to interview one or more Candidates, it shall communicate its proposed interview dates and times to PSS IT, which will coordinate and communicate the interview arrangements with the relevant Candidate(s).

All interview invitations shall specify the type of engagement envisaged, the assignment, and the proposed **Gross Annual Remuneration**.

The Client shall not contact any Candidate directly or indirectly for the purpose of arranging or proposing an interview prior to PSS IT's introduction.

Where a Candidate accepts the interview invitation, the standard recruitment process shall commence and may include one or more interviews, whether conducted in person or remotely. From the time such invitation is accepted, the Client and the Candidate may communicate directly without the further involvement of PSS IT.

d. Client Obligations

The Client undertakes to cooperate actively with PSS IT in the performance of the Agreement and to

provide all information necessary for its proper execution, including any information likely to affect the services being performed. The Client warrants that all information supplied to PSS IT is accurate, complete, and up to date.

To minimise the risk of candidate withdrawals, the Client undertakes to review the candidate profiles submitted by PSS IT promptly and, where appropriate, to arrange an interview within two (2) weeks of receiving the candidate profile(s). The Client further agrees to inform PSS IT, within ten (10) days following the final interview, of the outcome of each candidate's application.

If the Client enters into an employment contract or any other engagement with a Candidate within eighteen (18) months of the date on which the Candidate's profile was first submitted by PSS IT, the Client shall notify PSS IT of the principal terms of such engagement within fourteen (14) days. The relevant provisions of these Special Terms and Conditions of Sale shall then apply.

The Client undertakes not to use PSS IT's services to identify a Candidate and subsequently enter into an engagement with that Candidate outside the recruitment process for the purpose of avoiding payment of the placement fee. Failure to comply with this obligation shall entitle PSS IT to charge the additional fees provided for in the relevant provisions of these Special Terms and Conditions of Sale.

The Client further undertakes not to disclose, whether to any third party or publicly, the names, identities, or personal information of any Candidates introduced through the recruitment process. The Client shall implement appropriate physical, technical, and organisational measures to protect all information obtained through PSS IT's services against loss, misuse, unauthorised access, disclosure, alteration, or destruction.

The Client shall be solely responsible for completing, prior to or upon the Candidate's commencement of employment, all mandatory administrative and legal formalities, including, without limitation, verifying that the Candidate holds a valid work permit, providing a criminal record extract where required, and obtaining a debt enforcement register extract where applicable.

The terms and conditions of the engagement, including the proposed **Gross Annual Remuneration**, duration, type of contract, nature of the assignment, exclusivity, and any other employment conditions, shall be negotiated exclusively between the Client and the Candidate. PSS IT shall not participate in such negotiations.

e. Calculation of the Placement Fee

The placement fee shall be calculated, by agreement, as a percentage of the Candidate's Gross Annual Remuneration specified in the employment contract or other engagement entered into between the Client and the Candidate. The applicable percentage shall be set out in the Commercial Proposal provided by PSS IT before commencement of the services.

If the Candidate's **Gross Annual Remuneration** is not communicated to PSS IT upon notification of the execution of the employment contract or other engagement, PSS IT shall calculate the placement fee on the basis of the **Reference Remuneration** defined in the relevant provisions of these Special Terms and Conditions of Sale.

Should the Client fail to notify PSS IT of the Candidate's recruitment within the prescribed time limits, or enter into an engagement with the Candidate outside PSS IT's services for the purpose of avoiding payment of the placement fee, the Client shall be liable, in addition to the placement fee, for an additional amount equal to the percentage specified in the Commercial Proposal applied to the Candidate's **Gross Annual Remuneration**.

f. Payment and Due Date of the Placement Fee

The Client acknowledges that whenever a Candidate introduced through PSS IT's services is hired or otherwise engaged, irrespective of the legal form of such engagement, the full placement fee shall become due and payable.

Accordingly, the placement fee shall be payable, including but not limited to, in the following circumstances:

- a) where a Candidate introduced through PSS IT enters into an employment contract or any other engagement with the Client within eighteen (18) months following submission of the Candidate's profile;
- b) where the Client introduces the Candidate to any other individual or legal entity, whether or not affiliated with the Client, and that Candidate is subsequently engaged within eighteen (18) months following submission of the Candidate's profile by PSS IT;
- c) where a Candidate introduced by PSS IT is initially rejected by the Client or declines the Client's offer, but subsequently enters into any business relationship with the Client for the same or a different assignment, whether under an employment contract, service agreement, subcontracting arrangement, internship agreement, or any other agreement providing for services in return for remuneration, within eighteen (18) months following submission of the Candidate's profile by PSS IT;
- d) where the Client hires the Candidate for an assignment different from the one initially described during the recruitment process.

Should the Client hire more than one Candidate introduced by PSS IT, a separate placement fee shall be payable for each Candidate recruited.

Where the employment contract includes a probationary period, the placement fee shall become due immediately upon execution of the contract, without waiting for the expiry of the probationary period, in accordance with the pricing conditions set out in the Commercial Proposal.

For the avoidance of doubt, termination of the employment contract or any other engagement between the Client and the Candidate, for whatever reason and including during the probationary period, shall not affect the Client's obligation to pay the placement fee.

Part 3 – General Provisions

1. Payment Terms

Invoices are payable by bank transfer within thirty (30) days from the date of receipt.

All invoices shall be paid by their due date, notwithstanding any dispute regarding their wording or content. Any such dispute shall not suspend the Client's obligation to pay and, where appropriate, shall be resolved by means of a subsequent adjustment.

Any objection to an invoice must be notified to PSS IT in writing within eight (8) days of its receipt. Failing such notification within this period, the invoice shall be deemed accepted in full.

2. Liability of PSS IT

Each Party shall be liable, in accordance with the applicable provisions of Swiss law, for any breach of its obligations towards the other Party arising out of or in connection with these Special Terms and Conditions of Sale and any amendments thereto.

Where compensation is payable, PSS IT's liability shall be limited exclusively to direct and material damages and, in any event, shall not exceed the coverage limits of PSS IT's professional liability insurance policy.

PSS IT does not guarantee the conclusion of any employment contract or other engagement between a Candidate and the Client. Any negotiations, communications, offers, or commitments made between the Client and a Candidate, including the execution of any employment contract or other agreement, shall be the sole responsibility of the Client and the Candidate, to the exclusion of any liability on the part of PSS IT.

More generally, PSS IT shall not be liable for any direct or indirect loss or damage arising out of any communications, interactions, relationships, agreements, or disputes between the Client and the Candidate. In particular, as PSS IT is not a party to any employment contract or other agreement entered into between the Client and the Candidate, it shall not be liable for any non-performance, defective performance, termination, or cancellation of such agreement, irrespective of whether PSS IT receives the applicable placement fee.

PSS IT's obligations under these Special Terms and Conditions of Sale constitute obligations of **best efforts** and not obligations to achieve a specific result.

3. References

Unless otherwise agreed in writing, PSS IT may identify the Client as a reference in its marketing and business communications, including on its website and in any electronic or printed materials, provided that the Client has entered into an Agreement with PSS IT or has used PSS IT's services.

4. Subcontracting -

PSS IT reserves the right, at its sole discretion, to subcontract all or part of the services required for the performance of its obligations under the Agreement.

5. Processing of the Client's Personal Data

The personal data collected by PSS IT from the Client consists of the information required for the establishment and management of the contractual relationship.

Such personal data is processed electronically by PSS IT for the purposes of identifying each Client, communicating with the Client, responding to requests where necessary, and ensuring the proper administration of the contractual relationship.

The personal data is intended for use by PSS IT and may also be shared with the relevant Candidate where necessary for the performance and management of the recruitment process.

Where PSS IT engages third-party service providers in connection with the performance of its services, PSS IT shall ensure that such service providers implement appropriate technical and organisational measures to safeguard the Client's personal data and comply with all applicable data protection laws and regulations.

Personal data shall be retained only for the period strictly necessary for the management of the contractual relationship and, in any event, for a period not exceeding five (5) years from the date of the last unanswered communication and/or the termination of the Agreement, unless a request for erasure or objection is received in the meantime or a longer retention period is required by law.

PSS IT shall implement appropriate technical and organisational measures to ensure the security and confidentiality of the personal data it processes.

Subject to the applicable data protection legislation and the conditions set out therein, the Client has the right to access, rectify, erase, restrict the processing of, object to the processing of, and request the portability of their personal data.

To exercise these rights, the Client may contact PSS IT using either of the following:

- **By email:** info@pss.ch
- **By post:** PSS IT Solutions SA, Rue de Genève 28, 1225 Chêne-Bourg, Switzerland

PSS IT shall respond to such requests within one (1) month of receipt.

6. Processing of Candidates' Personal Data

Each Party shall remain solely responsible for complying with its respective obligations relating to the collection and processing of personal data.

Accordingly, each Party undertakes, in particular, to:

Implement all appropriate technical and organisational measures to ensure the confidentiality, integrity, and security of the personal data processed in connection with the Agreement and these Special Terms and Conditions of Sale.

Provide Candidates whose personal data is collected with all information required under applicable data protection legislation, including the identity of the data controller, the legal basis for the processing, the purposes of the processing, the recipients of the personal data, the applicable retention period, and the procedures for exercising their rights of access, rectification, erasure, objection, restriction of processing, and data portability.

7. Confidentiality

The Parties undertake to keep strictly confidential all non-public information disclosed by one Party to the other in connection with the performance of the Agreement. This obligation shall apply from the commencement of the Agreement and shall remain in force for a period of three (3) years following the termination or completion of the services.

To this end, each Party shall implement all reasonable measures necessary to preserve the confidentiality of such information and shall ensure that its employees, officers, agents, and subcontractors involved in the performance of the Agreement are bound by equivalent confidentiality obligations.

For the purposes of this Agreement, "**Confidential Information**" means any non-public information, whether disclosed orally or in writing, that is designated as confidential or that should reasonably be understood to be confidential by its nature or the circumstances of its disclosure.

The following shall not be considered Confidential Information:

- information that is or subsequently becomes publicly available through no breach of this Agreement;
- information lawfully obtained from a third party entitled to disclose it; or
- information that must be disclosed pursuant to any applicable law, regulation, or the order of a competent administrative or judicial authority.

8. Force Majeure

The occurrence of an event of force majeure shall suspend the performance of the obligations of the Party affected by such event.

The affected Party shall promptly notify the other Party in writing, providing reasonable details of the force majeure event and indicating its expected duration.

If the affected Party is prevented from performing its obligations for a continuous period exceeding three (3) months, the other Party may terminate the Agreement by written notice, without either Party being entitled to claim any compensation as a result of such termination.

Termination of the Agreement shall take effect on the date of the first delivery or attempted delivery of the written notice.

9. Independent Parties

The Parties acknowledge and agree that they are acting as independent commercial and professional entities. Nothing in the Agreement shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

Neither Party shall have the authority to bind or incur obligations on behalf of the other Party. Each Party shall remain solely responsible for its own activities, representations, commitments, services, and personnel.

10. Severability

Should any provision of the Agreement be held to be invalid, illegal, or unenforceable by a final decision of a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

The Parties shall negotiate in good faith a valid and enforceable provision that most closely reflects the purpose and intent of the invalid provision.

11. No Waiver

The failure or delay by either Party to enforce any provision of the Agreement or to exercise any right arising from a breach by the other Party shall not constitute a waiver of such right or of any other rights under the Agreement, nor shall it prevent that Party from enforcing its rights at any later time.

12. Governing Law and Jurisdiction

These Special Terms and Conditions of Sale, together with all contractual and commercial relationships between the Parties, shall be governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or in connection with these Special Terms and Conditions of Sale or any specific terms agreed between the Parties, including, without limitation, any dispute relating to their validity, interpretation, performance, or termination, shall first be submitted to an amicable settlement procedure.

If no amicable settlement is reached within one (1) month following the date of a written request by the most diligent Party, the dispute shall be submitted to the competent Swiss courts. Any jurisdiction clause contained in the Client's commercial or administrative documents shall not affect the application of this provision.

13. Definitions

Special Terms and Conditions of Sale (STCS): These Special Terms and Conditions of Sale.

Agreement: The agreement entered into between PSS IT and the Client.

Employment Contract: Any employment contract or other agreement entered into between a Candidate and the Client following the recruitment process. Only the execution of such agreement creates reciprocal rights and obligations between the Candidate and the Client.

Candidate: Any natural person or legal entity who applies for PSS IT's services or is contacted by PSS IT regarding potential professional opportunities.

Client: Any natural person or legal entity engaging PSS IT's services for the purpose of identifying and recruiting Candidates.

Commercial Proposal: The commercial proposal issued by PSS IT to the Client prior to the commencement of the services.

Active Recruitment Process: The recruitment process as defined in the relevant provisions of these Special Terms and Conditions of Sale.

Recruitment Process: The process through which the Client may invite Candidates to interview for the purpose of establishing a professional relationship.

Candidate Profile: The information, documents, and content relating to a Candidate that enable the Candidate to be identified and considered for recruitment opportunities.

Interview Invitation: A communication sent by the Client to a Candidate expressing interest in the Candidate's profile and proposing an interview.

Gross Annual Remuneration: The Candidate's total annual gross remuneration, including fixed salary, variable remuneration, bonuses, annual incentives, commissions, allowances, and any other remuneration or employment benefits forming part of the Candidate's total compensation package.

Reference Remuneration: The initial remuneration expected by the Candidate, as stated in the Candidate's profile at the time of registration.

Recruitment Session: The process by which PSS IT identifies and approaches Candidates for the purpose of presenting their profiles to Clients.

Website: The PSS IT website available at <https://www.pss.ch>.

Services: The recruitment and candidate introduction services provided by PSS IT through the Website.

PSS IT: PSS IT Solutions SA, Chêne-Bourg, Switzerland.