

Trinnovo Group GmbH

LABOUR LEASING CONTRACT

between

Trinnovo Group GmbH

Grafenauweg 8
CH – 6300 Zug

(hereinafter referred to as "**Trinnovo**")

and

Client

Address

CH – Place

(hereinafter referred to as "**Client**")

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This Labour Leasing Contract is made by and between:

(1) **[client name]** of **[client address]** (hereinafter referred to as "**Client**")

and

(2) **Trinnovo Group GmbH** of **Grafenauweg 8 6300 Zug** (hereinafter referred to as "**Trinnovo**")

together the Trinnovo and the Client shall be referred to as the "Parties" and each one a "Party".

WHEREAS Trinnovo is in the business of sourcing and introducing consultants for the performance of services for our clients. Such consultants to be directly engaged by Trinnovo.

WHEREAS the Client, or where appropriate the End User, requires the services of such consultants as sourced and introduced by Trinnovo and specified in an Assignment Confirmation as from time to time amended, added or deleted by the Parties in accordance with this Labour Leasing Contract.

1. Purpose

- 1.1 Trinnovo leases to Clients, the services of consultants to accomplish determined functions within projects as required by the Client as described in the enclosed Amendment
- 1.2 The relevant Amendment and all supplements constitute an integral part of this Labour Leasing Contract.
- 1.3 The completion of all Amendments depend on residence and work permits as considered necessary by the competent authority.

2. Place of Employment

- 2.1 The Consultant shall be required to work in the Place of Employment (as specified in the Amendment).
- 2.2 If on request of the Client, a Consultant is required to work is outside of the Place of Employment, the Client will be expected to pay all additional expenses, e.g. accommodation, travel, etc.

3. Timescale

- 3.1 This Labour Leasing Contract shall commence on the Commencement Date
- 3.2 This Labour Leasing Contract shall continue unless terminated by either Party on:
 - 3.2.1 Providing not less than 3 months' written notice to the other Party; or

- 3.2.2 Immediate written notice if there is any breach of the Labour Leasing Contract by a Party, which is, in the reasonable opinion of the Party seeking to give notice, incapable of being remedied; or
- 3.3 The duration of a particular assignment is defined in the Amendment. Any extension to the Amendment must be agreed prior to the end of assignment, based on a mutual agreement and in written form. Termination of the Labour Leasing Contract will not automatically terminate an Amendment. The Amendment will continue until it expires or is terminated in accordance with the notice provisions in the Amendment.
- 3.4 The standard working week of a Consultant corresponds with the general working week of the Client based on five days from Monday until Friday or as mentioned in the Amendment.
- 3.5 Overtime is paid on explicit request or consent by the Client. Overtime will be charged on a pro rata basis if not mentioned otherwise in the Amendment.
- 3.6 The days and hours effectively worked by a Consultant must be recorded on a weekly or monthly basis and approved by a representative of the Client.
- 3.7 By approving weekly or monthly time sheet the Client confirms that the Consultant has worked the reported hours.

4. Collective Bargaining Agreement (CBA)

- 4.1 All Consultants working in excess of 42 hours but less than 45 hours count as overtime to be fully paid without extras or to be fully compensated.
- 4.2 The maximum normal daily working hours to be worked by a Consultant are up to 9.5 hours. Any hours worked in excess of 9.5 hours but less than 12 hours a day are considered as to payable extra time and subject to 25 % extra payment on weekdays respective to 50 % extra payment on Sundays and bank holidays. The provisions of the Swiss labor Act (SR 822.11) and bylaw 1 to the Swiss labor Act (SR 822.11) remain reserved

5. Rates of compensation and payment

- 5.1 The rates of compensation payable to Trinnovo for the services of a Consultant are defined in the relevant Amendment, not including VAT (value added tax).
- 5.2 Trinnovo will issue invoices to the Client on a monthly basis supplemented by a signed time-sheet from the Client. The invoice is payable within 30 days from the date of the invoice.

5.3 Take-over of the Consultant

If the Client decides to offer a permanent position to the Consultant, the Client shall pay Trinnovo a fee corresponding to the amount that the Client would have to pay to Trinnovo for administrative expenses and profit for a three-month assignment (whereby expenses and profit already paid by the Client must be taken into consideration), provided that (i) the Consultant

has worked with the Client for a period not exceeding three months, and (ii) the Consultant enters into a direct employment relationship with the Client less than three months thereafter.

6. Expenses and other disbursements

- 6.1 The agreed rates of compensation consist of all usual expenses.
- 6.2 All additional expenses ordered and/or authorized by the Client will be recharged to the Client.

7. Holidays and other absences

- 7.1 The Client respects the Consultants holiday entitlements based on the applicable law. Before the age of 20 and after the age of 50 employees are entitled to 25 vacation days (10.64%). All other employees are entitled to 20 vacation days (8.33%) in the respective year of service.
- 7.2 Holidays have to be agreed directly between the Client and the Consultant. Generally, all holiday entitlement must be taken within the actual year of service and at least 2 weeks of cohesive holiday needs to be taken
- 7.3 Should the Consultant be unable to work, either through sickness, accident or other compelling reasons, the Client will be informed as soon as possible about the probable duration of the absence.

8. Taxes / social security and insurance / permits

In relation to the services provided by a Consultant in accordance with this Labor Leasing Contract and the respective Amendment, Trinnovo is responsible for:

- the settlement of accounts of the social security contributions.
- the procurement of the necessary work permits (as required)
- the settlement of accounts of tax at source (as required).

9. Supervision – quality

- 9.1 Trinnovo will confirm, that each Consultant is suitably qualified to complete the assignments described in the Amendment. The professional qualifications of the Consultant as well as the competences under this Labour Leasing Contract are described as required in the Amendment.
- 9.2 During the term of the Amendment, the Consultant is under the daily direction and supervision and control of the Client and he/she is obliged to comply with the internal instructions of the Client concerned, the security requirements and directions relating to quality of work.

10. Responsibility

This Labour Leasing Contract is neither a contract for work and labour nor a mandate. Trinnovo does not accept any responsibility with regard to the result of work of a Consultant whatsoever.

11. **Confidentiality**

Trinnovo will and will require its Consultants will maintain secrecy during and after the termination of the Labour Leasing Contract or the relevant Amendment as appropriate. The duty of secrecy includes all aspects of information, including but not limited to machinery, inventions, patents, drawings, contracts, organization, suppliers, customers and all other matters of the business concerning the Client, known to Trinnovo and the Consultant.

12. **Copyrights**

The copyrights and the results of work and its documentations remain fully the property of the Client.

13. **Data Security**

The parties agree that the Client is responsible for all organizational and technical measures to ensure compliance with applicable data protection laws in the customer work environment where the Consultants are providing the work, including without limitation being responsible for policies, codes of practices and/or procedures, providing appropriate training to Trinnovo' Consultants on Client data protection policies and procedures as needed, providing appropriate technical controls to computer systems, networks and devices issued by the Client that may be used by Trinnovo Consultants and providing appropriate physical controls in facilities controlled by the Client. The Client acknowledges and agrees that it determines what Client personal data Trinnovo will have access to as part of the services. In the event a security incident occurs involving a Consultant assigned to the Client under this Agreement the Client agrees to report the security incident to Trinnovo.

14. **Amendments**

All amendments to this Labour Leasing Contract are to be in a written form and thereby form an integral part of this Labour Leasing Contract.

15. **Permits of labour leasing**

Trinnovo confirms that the permit of labour leasing is given by the following official authority:

- Kantonale Amt für Wirtschaft, Wirtschaft und Arbeit, Aabachstrasse 5. 6300 Zug
SECO, Direktion für Arbeit, Holzikofenweg 36, 3003 Bern

16. **Applicable Law**

This Labour Leasing Contract is under Swiss legal law.

Place of jurisdiction Zug.