

# Agreement

between

**Source Group International GmbH**, Bösch 106, CH-6331 Hünenberg,

«hereafter **SGI**»

and

**[Company, Address]**

«hereafter **CONTRACTOR**»

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## 1 SUBJECT MATTER OF THE AGREEMENT AND GENERAL TERMS AND CONDITIONS

- 1 Subject matter of the present AGREEMENT is the provision of services by the CONTRACTOR for the account of SGI for the benefit of **[Client]** (hereafter CLIENT). For this purpose, the PARTIES agree that the CONTRACTOR shall take over the subcontract from SGI at the CLIENT for the performance of subprojects in the subsequent overall project.
- 2 This AGREEMENT regulates the relations between the Parties of the AGREEMENT conclusively; the General Terms and Conditions of the PARTIES do not apply and are expressly excluded.

## 2 FULFILMENT AND PERSONAL REQUIREMENT

- 1 The CONTRACTOR shall in any case perform the AGREEMENT or the service himself or through his employees (hereinafter "SPECIALIST"). The use of temporary employees is prohibited.
- 2 The CONTRACTOR shall provide the services using suitably qualified SPECIALISTS of their own choosing. The CONTRACTOR shall have the right to substitute any SPECIALIST, provided the CLIENT and SGI are satisfied that the substitute SPECIALIST possesses the necessary skills and qualifications for the satisfactory completion of the services. The CONTRACTOR will remain liable for the services completed by the substitute SPECIALIST and will bear any costs.
- 3 The involvement of subcontractors requires formal discussion and AGREEMENT with SGI. To use subcontractors, the CONTRACTOR shall contractually transfer all obligations arising from this AGREEMENT to the subcontractor.
- 4 Upon signing this AGREEMENT, the CONTRACTOR shall submit to SGI its profile, or that of the SPECIALISTS to be deployed, which provides information on training, know-how and experience. This profile forms an integral part of the present AGREEMENT.
- 5 The CONTRACTOR expressly authorises SGI to make the profile available to the CLIENT. The CONTRACTOR shall ensure that it has obtained the necessary authorisations from its professionals for this purpose.

### 3 PROJECT AND SPECIFICATIONS

1 **[Job Title]**

**[#] working hours per [day/week], [#] working hours per week**  
**Workload [%]**

2 The services to be provided by the CONTRACTOR are specified as follows:

a. In coordination with the CLIENT, the service is to be provided as following: on site in Geneva.

b. The CONTRACTOR shall provide the following **project tasks**:

- **[Job title]**

c. For this purpose, the CONTRACTOR shall deploy the following SPECIALISTS:

- **[Candidate full name], [birth year]**

d. The project duration is: **[day/month/year – day/month/year]**

e. The fee (excl. VAT) shall be **[currency #/hour]**. Any expenses and other costs are included in the fee.

### 4 PERFORMANCE AND RESPONSIBILITY CONTRACTOR

1 The CONTRACTOR shall provide his services independently to the best of his knowledge and skills, both from a technical and a work organisation point of view. In all other respects, it undertakes to fulfil the obligations arising from this AGREEMENT and from Clause 3 with due care and in accordance with requests.

2 If there are no project-related requests from the CLIENT, the requests of SGI shall apply subsidiarily. The CONTRACTOR shall in any case pass on the relevant requests to the performing SPECIALIST and instruct him accordingly.

### 5 WORK AND RESIDENCE PERMIT

1 The Contractor confirms that he or his Specialists have the necessary work and residence permits. Any change regarding the permits must be reported to SGI immediately and the necessary precautions must be taken to comply with the necessary provisions.

### 6 TRAINING

1 All training and further qualification measures to achieve or maintain the prerequisites necessary for the competent performance of the work are the responsibility of the CONTRACTOR; the decisive factor here is the optimal performance of the activity from the respective project (cf. section 3). SGI shall not bear any costs in this respect.

## 7 LIABILITY

- 1 Each party shall be liable for direct and indirect damages only up to the amount of the total order volume of this AGREEMENT. The liability of SGI for indirect and consequential damages is hereby excluded. The limitation of liability and the exclusion of liability of SGI shall apply to contractual as well as non-contractual or quasi-contractual claims.
- 2 The CONTRACTOR shall be liable to SGI for damage caused by third parties called in by the CONTRACTOR, as if the damage had been caused by the CONTRACTOR.
- 3 SGI shall not be liable if the performance of this AGREEMENT is temporarily interrupted, at least partially restricted or impossible due to force majeure. Force majeure shall be events of particular intensity, such as riots, warlike events, epidemics and pandemics, natural events (landslides, earthquakes, etc.) as well as unforeseeable official restrictions or national emergency.
- 4 SGI requires the CONTRACTOR to submit a copy of the professional liability insurance policy.

## 8 SOCIAL SECURITY CONTRIBUTIONS

- 1 The conclusion and the compliance with all personnel insurances for the CONTRACTOR and any SPECIALISTS employed by him shall be the sole responsibility of the CONTRACTOR.
- 2 By signing this AGREEMENT, the CONTRACTOR expressly confirms that it and the SPECIALISTS it employs are **insured in compliance with the statutory provisions**. This includes in particular:
  - a. Loss of earnings/disability due to illness or accident;
  - b. Loss of earnings due to age and death, and;
  - c. unemployment.
- 3 Should SGI - irrespective of the reasons - be obliged to pay social security or other pension funds instead of the CONTRACTOR, the CONTRACTOR shall reimburse the expenses to SGI upon first request and without delay. Offsetting against claims of the CONTRACTOR is permissible.

## 9 FEES AND INVOICING

- 1 The CONTRACTOR's fee shall be based on the hours actually worked. These must be acknowledged by the CLIENT. The working hours thus recognised shall be remunerated by SGI at the fee rate defined in Clause 3 plus the statutory value added tax. Hours worked in advance shall be remunerated pro rata temporis.
- 2 Any prevention of the CONTRACTOR, regardless of fault, in the performance of the service shall result in SGI not owing any remuneration.
- 3 The CONTRACTOR's fee claims shall be invoiced to SGI on a monthly basis within **[candidate payment terms]** **working days of the end of each month**, together with a **report for the relevant month signed by the CLIENT**. The report shall provide detailed information on the type and duration of the service.
- 4 In the case of CONTRACTORS subject to VAT, the invoice shall contain the VAT number as well as the other details necessary for a VAT-compliant invoice.

5 Unless otherwise agreed, the CONTRACTOR'S invoices shall be due for payment within [ ] days after receipt of the CLIENT's payment and receipt of the CONTRACTOR's invoice by SGI.

6 The CONTRACTOR acknowledges and confirms that, in the absence of any agreement to the contrary, SGI shall only be obliged to pay the CONTRACTOR to the extent that SGI has received the payments due from the CLIENT. In the event of partial payments by the client, payments to the CONTRACTOR shall also only be made on a pro rata basis. The CONTRACTOR shall bear the debtor risk in full and shall have no claim for compensation from SGI in the event of non-payment by the CLIENT.

7 Insofar as SGI does not attempt to enforce the payment claims against the CLIENT in court within 3 months or expressly waives enforcement, SGI undertakes to assign the fee claims against the CLIENT to the CONTRACTOR. The assignment shall be made to the extent of the fee claim attributable to the CONTRACTOR.

#### 10 CONFIDENTIALITY AND NON-DISCLOSURE

1 The CONTRACTOR undertakes, both during and after the present AGREEMENT, to maintain absolute confidentiality with regard to all matters concerning SGI as well as the CLIENT and any third parties affected by this AGREEMENT.

2 The CONTRACTOR undertakes to apply the provisions of confidentiality and non-disclosure also to its SPECIALISTS and any third parties called in.

3 Information requiring special protection, which is additionally designated as such by the CLIENT, shall be handled in accordance with the CLIENT's instructions provided for this purpose. The CONTRACTOR undertakes to apply the provisions of confidentiality and non-disclosure also to his SPECIALISTS and any third parties consulted. He shall ensure this contractually.

#### 11 INTELLECTUAL PROPERTY

1 By signing the AGREEMENT, the CONTRACTOR declares the assignment of all intellectual property rights to all works developed or to be developed by the CONTRACTOR or its SPECIALISTS during the work for the CLIENT. These rights are hereby transferred and assigned to the CLIENT to the extent permitted by law. To the extent that such rights cannot be assigned, the CONTRACTOR grants to the CLIENT an exclusive, worldwide, transferable, unrestricted, royalty-free licence to use, exploit and sub-licence such rights.

2 There is no restriction on the use of the personal know-how of the CONTRACTOR or its SPECIALISTS acquired during the activity.

3 By signing this Agreement, the CONTRACTOR undertakes to enter into a contractual agreement with its specialists that allows the CONTRACTOR to perform its obligations under this Clause.

#### 12 BEGINNING, DURATION AND TERMINATION OF THE AGREEMENT

1 This AGREEMENT shall enter into force upon legally valid signature and shall end at the latest upon expiry of the project duration defined in Clause 3. This AGREEMENT may be terminated with a **notice period of [ ]**. The immediate termination of the AGREEMENT for important reasons remains reserved; claims for damages due to untimely termination are expressly reserved.

2 SGI is entitled to terminate the AGREEMENT with the CONTRACTOR at any time without compensation if the CONTRACTOR is unable to fulfil the contractual obligations, even as a result of circumstances beyond his control, such as illness, accident or similar hindrances.

3 The CONTRACTOR further acknowledges that at the time of signing this AGREEMENT SGI has already entered into a project contract with the client. SGI is entitled to terminate this AGREEMENT with immediate effect and without any obligation to compensate if, contrary to expectations, the CLIENT terminates the project contract with SGI. Irrespective of this, the following provisions regarding non-solicitation and customer protection shall apply.

#### 13 NON-SOLICITATION AND CUSTOMER PROTECTION

1 During the term of this AGREEMENT and within one year thereafter, the CONTRACTOR shall refrain from enticing away or hiring specialists or project employees of the other party (non-solicitation clause).

2 The CONTRACTOR is prohibited from competing in any way with SGI in relation to the CLIENT during the term of this AGREEMENT and within one year thereafter. In particular, the CONTRACTOR is not permitted to do business of any kind directly with the CLIENT without SGI's consent (customer protection).

3 If the CONTRACTOR acts contrary to the aforementioned provisions, a contractual penalty of CHF 10,000.00 shall become due. The right to claim further damages remains reserved. Payment of the contractual penalty shall not release the CONTRACTOR from further compliance with its obligations. In addition to the contractual penalty, the parties are expressly entitled to demand the removal of the condition that is in breach of contract.

#### 14 WARRANTY AND OBLIGATION OF SUPPORT

1 The CONTRACTOR shall be at the CLIENT's disposal for short-term assignments in connection with problems arising from this PROJECT AGREEMENT for up to six months after its termination. However, the services shall take into account the CONTRACTOR's subsequent obligations. The basis shall be the previous fee rate, unless the Parties agree otherwise in writing. Justified and necessary expenses documented in writing shall be remunerated separately.

#### 15 RELEASE OF DOCUMENTS AND PROPERTY

1 Upon termination or cancellation of this AGREEMENT, the CONTRACTOR is obliged to immediately hand over to the CLIENT or SGI all files and documents which are the property of the CLIENT or SGI or which have a connection with the project.

2 The obligation to hand over the documents shall be contractually regulated by the Contractor with the respective SPECIALIST in order to comply with the requirements pursuant to this section.

#### 16 CONTINUITY

1 In order to ensure the continuity of the project at the CLIENT's premises, the CONTRACTOR shall grant the CLIENT an option to conclude a new agreement, the content of which shall be agreed upon separately.

17 DATA PROTECTION

- 1 The CONTRACTOR is aware of and agrees that in connection with the conclusion and fulfilment of this contract, personal data may be collected and processed about him, any SPECIALISTS, subcontractors, etc. by the client. He expressly agrees and ensures within the framework of contractual agreements with his SPECIALISTS that such data may be used for the purpose of processing and maintaining the business relationship and may also be disclosed for this purpose to third parties, such as clients, (social) insurance companies, suppliers, manufacturers, holders of intellectual property rights, credit institutions, etc. in Switzerland or abroad. In such cases, the client shall ensure that data protection is guaranteed by taking suitable organizational, technical and contractual precautions.
- 2 The CONTRACTOR agrees that SGI may retain the collected and processed personal data of the CONTRACTOR and its SPECIALISTS for 5 years and insurance and tax-related data for 10 years even after termination of the AGREEMENT.
- 3 The CONTRACTOR or its SPECIALISTS have the right to inspect personal data at any time and to request corrections. This only concerns personal data relating to the respective person.

18 MISCELLANEOUS

- 2 The Parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 3 If a provision of this AGREEMENT is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the AGREEMENT shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the AGREEMENT, should the matter have been considered in advance. Any changes of or amendments to this AGREEMENT must be in writing to become effective.

19 GOVERNING LAW AND JURISDICTION

- 1 This AGREEMENT, and the respective rights and obligations of the PARTIES hereunder, shall solely be governed by, and construed in accordance with, the laws of Switzerland.
- 2 The sole place of jurisdiction for any dispute arising out of or in connection with this AGREEMENT shall be Hünenberg/Switzerland.

This AGREEMENT has been duly executed, on behalf of the Parties, by its authorised signatory as follows:

Place, Date: \_\_\_\_\_

Place, Date: \_\_\_\_\_

\_\_\_\_\_

**Source Group International GmbH**

\_\_\_\_\_

**[Candidate full name]**

**[Company/Umbrella name]**