

GENERAL TERMS AND CONDITIONS OF ZAS ASSOCIATION

pertaining to the contract for services regarding the settlement of accounts and payment of obligatory social security contributions (effective date: June 2015)

Subject matter of the contract / scope of services

Throughout Switzerland, ZAS association (hereafter "**ZAS**") provides an accounting centre for social security contributions for employers as defined in art. 319 et seq. Swiss Code of Obligations (*Obligationenrecht – OR*) – namely for building maintenance and domestic staff such as cleaners, child minders, care assistants gardeners and drivers as well as temporary staff – in order to process the respective social security contributions and is aimed at combating undeclared work.

Accordingly, ZAS handles all administrative tasks on behalf of the employer that arise in relation to the registration and accounting for social security contributions and any withholding tax, and it also offers other services such as drawing up employment contracts or making applications for work permits.

ZAS provides its services exclusively towards Swiss authorities on behalf of the employer according to information supplied in the contact form. There is no billing towards foreign institutions, even if there is a billing duty towards foreign institutions. The employer should be aware that, depending on legislation with regard to border workers, there might be billing duties towards foreign institutions. This billing is however not a contractual item unless **otherwise expressly agreed**.

The contract for services shall not in any way create an employment relationship between ZAS and the employees of the employer.

The employer shall be the sole contractual partner of the employee and be solely and entirely responsible for the correct processing of the employment relationship, particularly with respect to compliance with the minimum wage. Unless agreed otherwise, the employer shall be responsible for paying out the net salary to the employee.

ZAS may never be party in an employment dispute between the employer and the employee. The employee of the employer may not assert any claims against ZAS in any way based on this contract for services. ZAS shall not have any contractual relationship with the employee.

The employer is made aware that, in the context of the employment contract with his employee, he may be held liable for breaches of statutory provisions, in particular regarding the law concerning foreign nationals or tax law etc.

Fines or penalties etc. for breaches of such provisions may not be transferred to ZAS in any way.

It is explicitly stated that ZAS itself does not provide any insurance services of any kind.

As part of the performance of its contracts, ZAS shall be authorized to contact the employees.

Obligations of ZAS

ZAS shall open an individual account for and in the name of the employer, through which the respective settlements shall be processed. All contributions and payments of premiums to third parties, which correspond to the aforementioned services, as well as any processing charges and fees of ZAS shall be settled from this credit account.

Based on the information provided by the employer, ZAS shall balance the social security contributions on a monthly basis vis-à-vis the social security providers.

If it has been agreed that ZAS shall also pay out net salary and possible expenses to the employee, ZAS shall also settle net salary and possible expenses via this account. Net salary shall be paid at the end of the

month. In the case of hourly wages, such wages shall be paid out within 5 days following their report by the employer.

Obligations of the employer and exclusion of liability of ZAS

The employer warrants to report to ZAS all hours worked by or salary payments to their employees within 14 days, in order for ZAS to provide its services within the prescribed time.

ZAS shall perform its services on the basis of the information provided by the employer. The employer undertakes to provide accurate information to ZAS, in particular regarding the hours worked. Any changes made to the employment contract shall be reported to ZAS within 14 days.

ZAS may not be held responsible in any way for delays in reporting on the part of the employer.

ZAS may not be held liable in any way for any salary payments owed by the employer to the employee, which are not reported to ZAS and can therefore not be paid out by ZAS.

If ZAS is not instructed to organize work or residence permits on behalf of an employee, then the employer shall be solely responsible for such permits. ZAS may not be held responsible in any way for any missing permit.

ZAS expressly reserves the right to charge the employer CHF 80 per hour (excluding VAT) separately for any additional work caused by late, incorrect or missing reports.

The employer warrants to ZAS that, in each case, there is enough money available in the individual account in terms of a payment on account. ZAS shall inform the employer without delay if there are insufficient funds available for ZAS to meet its contractual obligations. ZAS may not be held liable in any way for any delay in settlement or payout in the event that the employer makes insufficient funds available in the account.

ZAS may not be placed under any obligation to make salary payments and/or process social security contributions as long as the employer has not provided corresponding information or if insufficient funds have been paid into the individual account by the employer for salary or contributions etc. to be paid. Only those hours worked will be declared and paid at the end of an accounting period, in relation to which the employer has in fact provided sufficient funds in the individual account.

ZAS may not be held liable in any way and in any case for any unpaid salary, social security contributions etc., which it has not paid due to missing, incomplete or incorrect information and/or lack of payment on account by the employer (i.e. in the event of a shortfall of any kind). In any event, any costs/fees incurred as a result, in particular late fees, default interest etc., shall be borne by the employer.

On no account shall the employer refer the employee to ZAS for a payout of salary, as long as there are insufficient funds in the individual account of the employer with ZAS. In any event, the employer shall contact ZAS in advance.

If the employee's salary claim is denied by the employer, the employer shall notify ZAS without delay in order to prevent ZAS making any payments. If the employer notifies ZAS too late, ZAS may not be held responsible in any way; in particular, the employer may not, under any circumstances, claim back from ZAS any salary wrongly paid out.

Service charge

For the services provided ZAS shall receive from the employer a service charge for each employee whose account was settled, according to the current price list available at any time on the homepage of ZAS (www.zas.ch). If ZAS makes any amendments so the price list, it shall notify the employer without delay.

Data protection

ZAS warrants that it will use any information and/or data about the employer and the employee, which it has received in the context of the contract for services, and forward the same to appropriate institutions only in the performance of its contractual obligations.

Termination of the contract for services

The contract for services shall be concluded for an indefinite period of time.

The contract for services may be terminated by either party at any time without providing reasons by giving notice to terminate at the end of a month. Notice to terminate must be given in writing or by email.

Upon termination, ZAS shall notify all public authorities of the termination of the contract and, if necessary, shall de-register the employee.

Upon termination of the contract, ZAS may not in any way be held responsible for the settlement of any accounts for the time after termination of the contract.

Changes to the contract

Any change to the contract for services on the basis of the application form must be made in writing. This shall not apply to the price list according to the above provision.

Severability clause

If any of the preceding provisions are invalid, this shall not affect the validity of the remaining provisions.

Place of jurisdiction and applicable law

The ordinary courts of the Canton of Basel-Stadt, Switzerland, shall be responsible for all disputes relating to this contract. Swiss law shall apply.

Basel, February 2015