

General Terms and Conditions for Personnel Placement Based on Success

1. Purpose

These General Terms and Conditions govern the collaboration between "Swissport" International Ltd. ("Swissport") and a recruitment agency ("Recruitment Agency"). A Recruitment Agency is understood as providing work in Switzerland pursuant to the schweizerische Bundesgesetz (Swiss Federal Law) regarding employment services (AVG Arbeitsvermittlungsgesetz [Federal Employment Service Law], SR 823.11) whereby it brings job applicants and Swissport or any of its subsidiaries (hereinafter "Company of Swissport International Ltd.") together to conclude employment contracts. Contract staff under the terms of AVG Arbeitsvermittlungsgesetz and client relationships do not fall under these provisions with Swissport solely engaging a Recruitment Agency to fill a job vacancy.

This document must be sent to the following address as an original and signed in legally valid form in order to be able to offer the services described in Section 3 below:

Swissport International Ltd.
Corporate Human Resources
Flughofstrasse 55
CH-8152 Opfikon-Glattbrugg
Switzerland

2. Contractual Parties

Swissport is party to this Agreement; however, not only Swissport shall receive entitlement but all Companies of Swissport International Ltd. (hereinafter referred to jointly as "Companies").

3. Services of the Recruitment Agency

Swissport and the Recruitment Agency shall only collaborate based on a recruitment fee per placement. A recruitment fee shall only be due – subject to Section 10 – if Swissport or any Company of Swissport International Ltd. concludes an employment contract with the candidate proposed by the Recruitment Agency, provided that: (i) such candidate has been hired for unlimited period of time, in relation to the relevant opening, and within 6 months such candidate was proposed by the Recruitment Agency; and (ii) if the placement is subject to the successfully procuring the appropriate work permit or visa, only if such visa or work permit is granted.

The Recruitment Agency shall present to Swissport of its own accord and with the agreement of the candidate (that may be documented at any time) the data required for a particular vacant post at Swissport. Swissport is free to decide whether to go ahead with an appointment or not without any further justification. Swissport has the right to refuse a request to work with a Recruitment Agency at any time. In particular, Swissport is entitled to refuse a request to work with Recruitment Agencies that headhunt or attempt to headhunt Swissport employees (cf. Section 11 "Head-hunting, off limits"), or whose business practices do not correspond to the standards and/or provisions of Swissport. The Recruitment Agency is responsible for reviewing and ensuring the accuracy and truthfulness of the curriculum vitae, certificates and references for a proposed candidate. Furthermore, the Recruitment Agency shall bear sole responsibility for a candidate complying with all statutory conditions for employment at Companies. Interviews carried out by Recruitment Agencies with candidates shall be based on current scientific findings and customary standards in the employment agency sector. Candidate files must be presented to Swissport in a clear and organised manner.

4. Due Diligence

By complying with this Agreement, the Recruitment Agency undertakes, in consideration of any instructions issued by Swissport and statutory provisions, to take utmost care, provide professional quality work and comply with applicable occupational regulations if no higher-level criteria is prescribed in detail. Furthermore, the Recruitment Agency undertakes to only provide experienced, highly qualified staff to fulfil this Agreement.

5. Operating Licence

The Recruitment Agency has obtained a valid operating licence issued by the cantonal employment office pursuant to the Federal Act on Employment Services (AVG) in relation with the applicable regulation (AW, SR, 823.111). If candidates from a foreign country are placed, a valid permit issued by the State Secretary of Economy (SECO) has to be obtained in addition. When signing these General Terms and Conditions, the Recruitment Agency shall provide all required permits and licences without being requested. The Recruitment Agency has to maintain his operating licence during the entire cooperation with Swissport and any Companies of Swissport International Ltd and to comply with all legal regulations set out in the Federal Act on Employment Services (AVG). The Recruitment Agency shall inform Swissport without delay if such licences are modified and/or withdrawn (and shall add the relevant evidence).

At any time, Swissport shall be entitled to request evidence of a valid operating licence and/or inspection of an agency agreement. Should the Recruitment Agency not be able to present a valid operating licence during the cooperation, Swissport shall not be obliged to pay the recruitment fee under these General Terms and Conditions.

6. Contact Person

Contact person regarding placement of a candidate: The primary contact for the Recruitment Agency is the Human Resources Manager ("HRM"), who is specified by name in Swissport's job advertisement. The Recruitment Agency must initially always send an application dossier to the applicable Application Tracking System (ATS). If this procedure is not complied with (for example, if a dossier is made known to a line manager in advance) then Swissport is entitled to deduct 50% from any recruitment fee.

7. Confidentiality and Data Protection

All information, documents and data, entrusted or known to the Recruitment Agency in relation to providing services, must be kept confidential and may only be used under the scope of providing services and access only given to those employees requiring this to provide the services under these General Terms and Conditions. In particular, the Recruitment Agency may not publish, cite nor make such information, documents and data public to third parties in any form; unless a Party is obliged to do so based on binding law.

For this reason, the Recruitment Agency must submit the signed Declaration of Confidentiality ("Attachment A") as an original document in conjunction with the signed General Terms and Conditions.

The Recruitment Agency shall ensure that all client data, made available to it or brought to its knowledge, are at all times handled with due diligence and discretion when being stored, transmitted and/or used.

The Recruitment Agency shall especially be obliged to comply with the relevant legal provisions relating to data protection.

The duty to maintain confidentiality and to protect data must also remain in force once the collaboration has ceased.

8. Liability

The Recruitment Agency shall accept liability towards Swissport or any affected Company of Swissport International Ltd. for any loss caused to the respective companies by the Recruitment Agency or a third party engaged by it.

If Swissport or any Company of Swissport International Ltd. becomes liable due to an act or failure to act on the part of the Recruitment Agency or a third party engaged by the Recruitment Agency and is obliged by a judicial authority to pay a sum of money, the Recruitment Agency must indemnify Swissport or any affected Company of Swissport International Ltd. against this claim and all expenses, such as lawyer and court fees. Exposure to being sued and the right to take legal action remain with Swissport or any Company of Swissport International Ltd. A settlement reached by Swissport or any Company of Swissport International Ltd. is always binding to the Recruitment Agency. The above regulation shall especially apply in the case of copyright infringements that are caused by the Recruitment Agency or third parties engaged by it relating to the execution of this Agreement.

9. Warranty

The Recruitment Agency shall warrant to Swissport that the rights of third parties shall not be infringed via the services provided. If Swissport or any Company of Swissport International Ltd. is sued by the Recruitment Agency or by its vicarious agents resulting from performance of services, the Recruitment Agency must indemnify Swissport or any Company of Swissport International Ltd. against all claims from third parties including all expenses, such as reasonable lawyer and court fees.

10. Recruiting Fees

All Recruitment Agency services for successfully placing a candidate shall be paid for in the form of a one-off recruitment fee. Subject to Section 10.4, the placement shall be deemed successful if Swissport or any Company of Swissport International Ltd. concludes an employment contract with the candidate introduced by the Recruitment Agency. The recruitment fee shall be payable as a percentage of the first fixed annual gross salary of the candidate as stated in the employment contract. Not included in the first fixed annual gross salary are (non-recurring) payments such as bonuses, early settlement payments, pension fund payments, relocation costs, or any other expenses or allowances, etc. Also, not included in the fixed annual gross salary are: bonuses, shares/options, lump-sums for expenses and similar payments.

General Terms and Conditions for Personnel Placement Based on Success

The following recruitment fees shall apply:

- a) The fixed annual gross salary between CHF 0 and CHF 100'000.00 – recruitment fee: 15% (Max CHF15,000.00)
- b) The fixed annual gross salary above CHF 100,001.00 – recruitment fee: 17% (Max CHF25,000.00)

10.1 Expenses

Expenses are always included in the placement fee. If there should be a change to this on an exception basis, this must be agreed in writing in advance by the Parties (email shall suffice).

10.2 Exclusion of a placement fee

If a candidate's application is submitted via various Recruitment Agencies for the same position, the "first come, first served" principle shall apply. In case Swissport or any Company of Swissport International Ltd. already had profile of the candidate submitted by the Recruitment Agency, no placement fee shall be payable.

10.3 Payment terms

The agreed placement fee shall always be exclusive of Swiss value added tax. All other taxes, duties and fees shall be payable by the Recruitment Agency.

The placement fee shall include all staff benefits for the Recruitment Agency employee, such as employer contributions to statutory social security funds, holiday and public holiday pay, supplements for overtime, night-time and Sunday working, child benefits, payments for work absences due to illness, accident, pregnancy, childbirth, military service, etc. and may not be claimed against Swissport.

Invoices shall be produced in Swiss francs once Swissport or any Company of Swissport International Ltd. has concluded an employment contract with a candidate. Invoices shall be paid by Swissport or any Company of Swissport International Ltd. within 45 days of receipt provided it agrees with the amount invoiced by the Recruitment Agency and the latter has complied with the provisions of these General Terms and Conditions.

10.4 Reimbursement upon departure of a placed candidate

If the employment contract with a candidate introduced by the Recruitment Agency has been signed, but such candidate does not take up his/her position at Swissport or any Company of Swissport International Ltd. or the work relationship is terminated within the contractually stated probationary period for reasons that fall solely under the candidate's or Recruitment Agency's responsibility, but the recruitment fee has been already paid, then the Recruitment Agency must reimburse the following percentages of the recruitment fee to Swissport or any Company of Swissport International Ltd.:

- a) Candidates not taking up the position: 100%
- b) If the work relationship is terminated within:
 - 1st – 4th week from taking up the position: 100%
 - 5th – 8th week from taking up the position: 90%
 - 9th – 12th week from taking up the position: 80%

A work relationship shall be deemed terminated within the probationary period under these General Terms and Conditions if the termination is declared within the probationary period or a termination agreement is signed by the Parties during the probationary period.

11. Non-Solicitation Clause (Off Limits)

Swissport and any Company of Swissport International Ltd. shall be deemed as "off-limit" after the first successful placement of the Recruitment Agency, i.e. the Recruitment Agency, including without limitation any third parties acting on his behalf, shall not be entitled to actively entice employees of Swissport or any Company of Swissport International Ltd (i.e. directly or indirectly solicit, attempt to solicit, divert, headhunt or hire away, especially via third parties).

For each single case of an infringement of this non-solicitation clause, the Recruitment Agency shall pay Swissport a contractual penalty amounting to a percentage of the annual fixed gross salary of the employee introduced by the Recruitment Agency according to the following rates:

- a) After the first placement & during these Terms and Conditions: 100%
- b) During 24 months after the last successful placement: 100%.

These provisions do not affect any additional claims for compensation Swissport or any Company of Swissport International Ltd. might have. The payment of the contractual penalty does not release the Recruitment Agency from his obligation to comply with these Terms and Conditions. Any infringement of this provision shall entitle Swissport to immediately terminate these Terms and Conditions. This off-limit clause shall not be deemed as infringed if the Recruitment Agency can prove on a single case basis that he was contacted by Swissport's employees.

12. Duty to provide information

The contractual parties are obliged to exchange information in good faith relating to the Agreement.

13. Amendments to the Agreement

Any amendment to this Agreement and its Attachments must be made in writing. This shall also apply to any waiver of the written form requirement.

Communications must be sent by post to the address listed in Section 1.

14. Full agreement

These General Terms and Conditions shall prevail over all prior agreements made by the Parties within the scope of success-based personnel placement.

15. Contract hierarchy

If any provision of this Agreement should conflict with any provision of an Attachment, the provisions of the Attachment shall prevail as more specific regulations on condition that the Attachments have been signed by both Parties.

16. Attachments

The following Attachments form an integral part of this Agreement:
Attachment A: Declaration of confidentiality

17. References

The Recruitment Agency shall only give Swissport as a reference or only present information to third parties on the type of services provided for Swissport if it has received prior written consent from Swissport. Should this not be the case, the Recruitment Agency shall pay a contractual penalty for the sum of CHF 100,000.00 (one hundred thousand). Written inquiries must be sent via post to the address listed in Section 1.

Swissport is free to revoke their previously granted consent at any time with regard to the Recruitment Agency with having to provide justification.

18. No Simple Partnership

This Agreement does not constitute a simple partnership between the Parties.

19. Severability Clause

If individual provisions of this Agreement are ineffective or become ineffective due to circumstances arising subsequently or if a loophole should emerge in this Agreement, the remaining provisions shall hereby remain in force. The ineffective contractual provision should be replaced by a suitable regulation that would most closely resemble the intent of the contractual Parties if this point were known at the time.

20. Assignment

Rights and duties from this Agreement may only be assigned with the written consent of the other contractual Party.

21. Asset Transfer

If this Agreement is transferred by the Recruitment Agency to a third party – due to an asset transfer pursuant to the FusG (Fusionsgesetz [Swiss Merger Act]) or for any other reason – prior written consent must be granted by Swissport. In this case, Swissport is completely free to grant consent or to refrain from doing so.

Swissport has an extraordinary right of termination in each case at the time the Agreement is transferred.

If such a transfer occurs without Swissport's written consent, the Recruitment Agency shall be liable for all damages arising with regard to Swissport, including any lost profit and replacement procedures required up to the time of the next proper termination date.

22. Number of Agreement Copies

This Agreement shall be issued and signed in two original copies.

23. Applicable Law

This Agreement and any issues, claims and disputes that may arise from it or in relation to it in particular also relating to origin, validity and interpretation shall be subject to Swiss law to the exclusion of any conflict of laws and the sole place of jurisdiction is Zürich.

General Terms and Conditions for Personnel Placement Based on Success

24. Entry into force/amendments to the General Terms and Conditions

These General Terms and Conditions shall enter into force once both Parties have signed them. If the General Terms and Conditions conflict with provisions agreed in individual contracts, the latter shall apply subject to binding legal requirements.

If need be, existing General Terms and Conditions for the Recruitment Agency shall not be applicable irrespective of the point in time when they become appropriate.

Swissport reserves the right to modify the General Terms and Conditions. The Recruitment Agency shall be informed about this. If the Recruitment Agency does not wish to accept the amendment to the General Terms and Conditions, it must communicate this to Swissport in writing within 30 days of the amendment being notified. It shall send its objections by registered letter to the address list in Section 1.

If a written communication is not sent by the Recruitment Agency by the above-mentioned deadline, then consent shall be deemed as given for the amendment of the General Terms and Conditions.

By signing these General Terms and Conditions, the Parties declare that they have fully read and accepted these and shall – for both verbal and written individual contracts – only apply these in addition to complying with the attached duty to maintain confidentiality at all times.

Swissport International Ltd:

.....
(Recruitment Agency / company name)

.....
(Place/date)

.....
(Place/date)

.....
Name

.....
Name

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Signature

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Signature

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Name

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Name

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Signature

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Signature

General Terms and Conditions for Personnel Placement Based on Success

Attachment A

Duty to maintain confidentiality
For companies

.....
 (Recruitment Agency / company name)

.....
 (Place)

1. Under the scope of providing services for Companies, the Recruitment Agency undertakes to ensure that its bodies, employees and its vicarious agents maintain utmost discretion for all persons regarding all that they learn when providing the services, whether directly or indirectly assigned to Companies, and that they shall only use any incidental data for this purpose and especially shall not use this for their own purposes.
2. The Recruitment Agency shall in particular ensure that its bodies, employees and vicarious agents keep all business relations between Companies and its clients in the strictest confidence. The Recruitment Agency shall only grant access to Companies' information and data to those persons entrusted with providing services. These persons must be instructed with respect to maintaining confidentiality accordingly and must be monitored. Moreover, the Recruitment Agency shall be obliged to take all precautions necessary of an organisational, statutory and/or technical nature in order to protect all of Companies' sensitive data from unauthorised access and processing.
3. All data, both physical and non-physical that have been ceded, newly created or produced as part of provision of services by the Recruitment Agency, shall immediately (I) when first requested, or (II) once the agreed services are provided or the Agreement with Swissport is terminated be fully handed over to Swissport on data carriers commonly used in the industry free of charge and permanently deleted on all systems. Any binding legal obligations for record retention on the part of the Recruitment Agency shall apply.
4. Infringement of this duty to maintain confidentiality may be seen as a breach of professional and trade secrets, the Datenschutzgesetz (Data Protection Act) or a violation of the ban on industrial espionage. The appropriate legal provisions are published below. The Recruitment Agency shall confirm that it has been made aware of these legal requirements:

A. PROFESSIONAL SECRECY

Article 43 of the Federal Act on Stock Exchanges and Securities Trading (Art. 43 des Bundesgesetzes über die Börsen und den Effektenhandel)

"1. A sentence of imprisonment or a fine shall be imposed on anyone who:

- a. *Makes public a secret that has been entrusted to him/her in his/her capacity as an institution, employee, representative or liquidator of a stock exchange or a securities trader, as an institution or employee of a recognised auditor or that became known to him/her in his business role,*
- b. *Seeks to induce such a breach of professional secrecy.*

2. Infringement of professional secrecy after the service relationship has been terminated is also punishable.

3. Federal and cantonal regulations concerning the obligation to testify and provide information to a government authority shall apply."

B. TRADE SECRETS

Article 162 StGB (Strafgesetzbuch [Swiss Criminal Code]); breach of industrial or trade secrets

"Any person who divulges an industrial or trade secret that should be kept confidential due to a statutory or contractual obligation, who thereby exploits this for their own benefit or for the benefit of another shall, upon being charged, be sentenced to imprisonment for up to three years or a fine shall be imposed."

C. DATA PROTECTION

Article 35; breach of professional duty of confidentiality

"Any person who intentionally divulges confidential, particularly sensitive personnel data or personality profiles without authorisation, of which he/she has learned when performing his/her professional activity requiring knowledge of such information, shall, upon being charged, be punished with imprisonment or a fine. In the same way, any person who intentionally divulges confidential, particularly sensitive personnel data or personality profiles without authorisation, of which the person bound by professional confidentiality has learned when performing his/her professional activity or during training, will be punished. Unauthorised divulgence of confidential, particularly sensitive personnel data or personality profiles shall also be punishable after the professional activity or training has terminated."

D. BAN ON INDUSTRIAL ESPIONAGE

Article 273 StGB; industrial espionage

"Any person finding out about an industrial or trade secret in order to make this accessible to an outside official body or to an overseas organisation or private company, any person making an industrial or trade secret available to an outside official body or to an overseas organisation or private company or its agents shall be punished with a prison sentence of up to three years or with a fine; in serious cases, the sentence shall not be less than one year. A fine may be combined with a prison sentence."

5. The Recruitment Agency is aware that the duty to maintain confidentiality shall continue to exist to its full extent even after the Agreement with Swissport has been fulfilled or terminated.
6. In the event of a breach of this duty to maintain confidentiality, claims for damages from the aggrieved party shall expressly continue to apply.
7. This duty to maintain confidentiality is subject to substantive Swiss law. The sole place of jurisdiction for disputes arising from or in relation to this duty to maintain confidentiality shall be the courts of law of the city of Zürich.

.....
 (Recruitment Agency / company name)

.....
 (Place/date)

.....
 (Name and surname in print writing)

.....
 (Job title)