

# UBS Recruitment Services Terms and Conditions

## 1. Agreement Structure and Defined Terms

- 1.1 Each Agreement comes into effect on the execution of a Supply Order and incorporates: (i) these Recruitment Services Terms and Conditions; (ii) the Glossary; (iii) all applicable Policies; (iv) any additional documents specified in the Supply Order; and (v) where relevant, the acceptance by Supplier of an order placed on an electronic ordering platform (e.g. Fieldglass). A Supply Order may be executed in hardcopy or electronic form.
- 1.2 To the extent of a conflict between the component documents of the Agreement, the Supply Order takes precedence. Thereafter the order of precedence shall be determined by reference to the order in which the documents are identified in clause 1.1.
- 1.3 In these Recruitment Services Terms and Conditions, capitalized terms that appear in italics shall have the meanings given to them under clause 1.4 below. All other capitalized terms shall have the meanings given to them in the Glossary.
- 1.4 Capitalized terms in italics are defined as follows:

**Assignment** means a search assignment as more particularly described in a Supply Order.

**Candidate** means a person introduced by Supplier to UBS for an *Engagement*.

**Engagement** means the employment of the *Candidate* by UBS.

**Position** means the specific employee role(s) for which UBS is recruiting under an *Assignment*.

**Speculative CV** means any CV which Supplier submits to UBS not in connection with an open *Assignment*.

**UBS Recruitment Management Tool** means any recruitment management application or software, as specified by UBS from time to time, which is to be used by Supplier in the provision of the Services.

## 2. Services

- 2.1 Supplier shall perform the Services in accordance with the Agreement for the benefit of UBS and its Affiliates.
- 2.2 Supplier shall, without delay, notify UBS in writing, giving reasonable details, on becoming aware of:
  - (a) any breach of the Agreement, including any failure to comply with the applicable Policies, that could put at risk or prevent the performance of Supplier's obligations;
  - (b) any actual or suspected breach of Applicable Law;
  - (c) any Security Breach;
  - (d) any actual or suspected fraudulent, criminal, unlawful or unethical act by any Staff or any UBS personnel relating to the Services; and
  - (e) any other matter that gives rise to a notification obligation under an applicable Policy.

## 3. Charges, Invoicing and Payment

- 3.1 In consideration of the performance of its obligations under this Agreement, UBS shall pay the Charges set out in the Supply Order.
- 3.2 UBS shall pay the relevant due and undisputed Charges within 60 days of receipt of an invoice. UBS shall not be obliged to pay invoices that do not comply with the requirements of this clause 3 and any requirements set out in the Supply Order. All invoices shall be submitted by Supplier to UBS no earlier than

the *Candidate's* first day of employment with UBS, and no later than the date falling three (3) months after the *Candidate's* first day of employment with UBS. Invoices submitted after this date will be considered null and void and will not be paid by UBS.

- 3.3 Payment of Charges may be suspended upon written notice by UBS to Supplier if any investigation, claim or proceeding is brought or threatened to be brought against UBS (or any of its Affiliates) by any third party (including any Regulator) arising out of or in connection with the Services.
- 3.4 Unless otherwise specified in the Supply Order, Charges are inclusive of: (i) Expenses; and (ii) all taxes and duties applicable to the Services.
- 3.5 Any Expenses must be agreed with UBS prior to being incurred and: (i) expressly set out in the Supply Order; (ii) itemized in a Supplier's invoice; (iii) passed through to UBS at cost (with no mark-up); and (iv) evidenced by receipts or invoices.
- 3.6 The Charges are payable only if: (i) the *Candidate* who has been referred to UBS by Supplier, and who is offered an Engagement, is eligible by law for employment in the jurisdiction set forth in the Supply Order; (ii) UBS offers the *Candidate* an Engagement for the Position within six (6) months of the date of Supplier's referral of the *Candidate*; and (iii) the *Candidate* commences work with UBS on the commencement date of employment as agreed between the *Candidate* and UBS. In the event a *Candidate* is introduced to UBS by more than one search firm or recruitment agency, UBS will pay the Charges to Supplier only if Supplier was the first search firm or recruitment agency which had introduced the *Candidate* to UBS for that Position.
- 3.7 Subject to Clause 3.6, Supplier agrees that it shall have ownership of the *Candidate* it introduced only for the specific *Position* they are introduced for, and for a period of up to 6 months from the date of introduction.
- 3.8 Notwithstanding Clause 3.6, UBS will only be liable for the payment of Charges resulting from the submission of *Speculative CVs* where: (i) the *Candidate's* CV was submitted directly to the UBS Contract Manager in the first instance; (ii) Supplier subsequently obtains written acknowledgement of ownership of the *Candidate* from a UBS Contract Manager; and (iii) the *Candidate* subsequently and consequentially enters into an employment contract with UBS.

## 4. Representations and Warranties

- 4.1 Supplier represents and warrants that:
  - (a) it has all requisite corporate power and authority to enter into the Agreement;
  - (b) it shall not enter into any discussion with *Candidates* about the terms and conditions under which *Candidates* will or might be employed by UBS without prior approval from UBS;
  - (c) prior to providing any Services, all Staff shall have completed background screening (including identity checks, right to work verification and criminal record checks, except to the extent prohibited under Applicable Laws);
  - (d) it shall perform its obligations under the Agreement in compliance with all Applicable Laws;
  - (e) it shall source *Candidates* in accordance with clause 11 (Diversity and Equal Employment Opportunity) and UBS's other diversity principles and policies, as notified to Supplier;

- (f) it shall provide the Services: (i) in a professional and timely manner with the skill, care and diligence expected of an experienced professional firm; and (ii) in accordance with Industry Practice for similar services; and
- (g) it has obtained all consents, permissions and licenses necessary to enable it to perform the Services and its obligations hereunder.

## 5. Liability and Insurance

- 5.1 Subject to clause 5.3, neither Party shall be liable to the other Party for indirect, incidental, consequential, exemplary or punitive losses or damages howsoever caused.
- 5.2 Subject to clauses 5.1 and 5.3, each Party's aggregate liability arising out of or in connection with the Agreement shall not exceed the greater of: (i) two hundred per cent (200%) of the total Charges; and (ii) USD 1,000,000.
- 5.3 Notwithstanding the foregoing, neither Party excludes or limits its liability to the other for the following:
  - (a) any death or personal injury, any fraud or fraudulent misrepresentation, or any other liability that may not be excluded or limited under Applicable Laws;
  - (b) any misuse of the *UBS Recruitment Management Tool* by Supplier, in breach of clause 6;
  - (c) any breach of clause 7 (Confidentiality);
  - (d) any claim arising from the other Party's intentional breach of the Agreement or willful misconduct.
- 5.4 Supplier shall maintain insurance coverage with a reputable insurance company of good financial standing. The level of such coverage shall be adequate considering the scope, nature and value of the Services and shall fully cover the Services, including, where applicable, cyber security insurance. If requested by UBS, Supplier shall provide evidence of its insurance coverage.
- 5.5 Supplier shall remain liable and responsible for all acts and omissions of its Subcontractors and Staff as if they were its own.

## 6. UBS Recruitment Management Tool

- 6.1 Supplier may be granted restricted access to the *UBS Recruitment Management Tool* in the provision of the Services. Supplier is only permitted to use the *UBS Recruitment Management Tool* to access and use the functions available to Supplier through the login, password and user instructions provided to Supplier by UBS. Supplier shall not disclose or make such access available to third parties. In the event Supplier violates the permitted use set forth in this clause 6.1 then UBS shall be entitled to immediately revoke access to the *UBS Recruitment Management Tool*.
- 6.2 Supplier shall: (i) inform each *Candidate* about the onboarding process and how the *Candidate's* Personal Data will be collected, transferred to UBS and Processed using the *UBS Recruitment Management Tool*; and (ii) provide each *Candidate* with a copy of the UBS candidate privacy notice (available at [https://www.ubs.com/global/en/legalinfo2/general\\_disclosures/candidate-privacy-notice.html](https://www.ubs.com/global/en/legalinfo2/general_disclosures/candidate-privacy-notice.html), as updated by UBS from time to time), and ensure that each *Candidate* has reviewed such privacy statement before the *Candidate's* Personal Data is transferred to UBS for further Processing.
- 6.3 Supplier shall not copy, modify, disassemble, decompile or reverse engineer or otherwise attempt to determine the source code (or the underlying ideas, algorithms, structure or organisation) of the *UBS Recruitment Management Tool* nor permit any third party to do so.
- 6.4 Supplier shall maintain a list of individuals who have access to *UBS Recruitment Management Tool* and make such list available to UBS on demand.

## 7. Confidentiality

- 7.1 A Receiving Party shall keep confidential the Confidential Information and ensure that it is not disclosed to any third party, except as permitted under this clause 7.
- 7.2 The obligation under clause 7.1 shall not apply if the Confidential Information:
  - (a) is or becomes generally available in the public domain except as a result of a breach of the Agreement;
  - (b) is lawfully available to Supplier from a third party, or was known to Supplier or in its possession prior to disclosure under the Agreement, in each case free from any confidentiality restrictions;
  - (c) is disclosed by Supplier pursuant to an order of a court of competent jurisdiction, or in compliance any Applicable Laws, provided that the Disclosing Party shall be given as much notice as is practicable, and provided further that the Receiving Party shall not disclose more information than what was required under such law or regulation; or
  - (d) is disclosed to a third party with the Disclosing Party's prior written authorization.
- 7.3 The Receiving Party undertakes and agrees to protect and safeguard the Confidential Information against unauthorized access, use, publication or disclosure.
- 7.4 The Receiving Party shall inform its and its Affiliates' personnel (including, in the case of Supplier, its Staff and Subcontractors) of the Disclosing Party's confidentiality obligations under this Agreement. The Receiving Party shall only disclose Confidential Information to its personnel, and in the case of Supplier its Staff and Subcontractors, on "need-to-know" basis and to the extent necessary to perform its obligations under the Agreement.
- 7.5 The Receiving Party acknowledges that in the event of an actual or threatened breach of this clause 7, damages may not be sufficient and that the Disclosing Party and its Affiliates shall be entitled to seek an injunction or other equitable remedies (subject to the procedural laws of the applicable jurisdiction).

## 8. Conflicts of Interest

- 8.1 Supplier must inform the UBS Contract Manager at the time of introduction of any personal relationship existing between any current UBS employee and any *Candidate*.
- 8.2 Supplier must inform the UBS Contract Manager immediately on becoming aware of any personal relationship existing between any member of Supplier's Staff and any *Candidate*. The UBS Contract Manager will then determine whether there is an actual, perceived or potential conflict of interest. Where this is the case: (i) the *Candidate* may be advised that their application has been unsuccessful for this reason; and (ii) neither the Charges nor any other payment obligation shall be incurred by UBS.
- 8.3 Supplier must inform the UBS Contract Manager immediately on becoming aware of any gift or donation (including meals and entertainment) offered by Supplier to any UBS employee which: (i) is of a value greater than USD \$100; or (ii) when taken with any other gift or donation offered by Supplier to the same UBS employee on the same day, exceeds USD \$100 in total value.

## 9. Data Protection

- 9.1 Supplier shall:
  - (a) ensure that all personal information about *Candidates* provided to UBS for the purpose of assessing the suitability for the *Engagement* is accurate and not excessive to the nature of the job;
  - (b) protect, hold in strict confidence, and not transfer or disclose, in any form, any Personal Data of *Candidate(s)* who have been subsequently employed by UBS to any third parties without the prior written consent of the *Candidate(s)* unless the disclosure is required by Applicable Law;

- (c) inform unsuccessful *Candidate(s)* that UBS may retain their Personal Data for a period of up to 36 months from the date of rejection, after which it will be destroyed (except that a *Candidate's* Personal Data for positions in the U.S. may be retained for 48 months);
- (d) inform all *Candidates* that the provision of any Personal Data to UBS is merely for consideration by UBS and shall not indicate or connote any guarantee that UBS will interview or offer future employment to such *Candidates*; and
- (e) inform all *Candidates* that their Personal Data will be processed using the *UBS Recruitment Management Tool* and obtain relevant permissions from the *Candidate* for such use.

## 10. Term and Termination

- 10.1 The term of the Agreement is specified in the relevant Supply Order.
- 10.2 UBS shall have the right to terminate the Agreement immediately by written notice to Supplier if Supplier is in material or persistent breach of any of its obligations under the Agreement. Any breach of clauses 7 (Confidentiality), 9 (Data Protection) and 13 (Non-Solicitation) shall be deemed a material breach.
- 10.3 Each Party shall have the right to terminate the Agreement at any time without cause upon thirty (30) day's written notice to the other Party.
- 10.4 UBS may terminate any individual *Assignment* with immediate effect upon written notice to Supplier. Termination of an *Assignment* by UBS will not affect the continuation of the Agreement or any other *Assignment*.
- 10.5 Following any termination or expiration of the Agreement:
  - (i) UBS shall pay to Supplier the previously agreed Charges for any agreed Services provided to UBS up to the date of termination of the Agreement or *Assignment*; and
  - (ii) Supplier shall refund to UBS all prepaid Charges for Services, which, as of the termination date have not yet been provided or performed.
- 10.6 Clauses 4 (Representations and Warranties) to 18 (Governing Law and Jurisdiction), and any other terms of the Agreement which are expressly or by implication intended to survive termination or expiration, shall survive termination or expiration.
- 10.7 Termination of the Agreement does not affect: (i) a Party's accrued rights and obligations at the date of termination; or (ii) the continuation in force of any *Assignment*.

## 11. Diversity and Equal Employment Opportunity

- 11.1 Supplier agrees to adhere to UBS's equal opportunity policies and practices by not discriminating against any applicant or employee for employment because of race, colour, religion, sex, sexual orientation, age, national origin, disability or veteran status and to refer individuals to UBS on a nondiscriminatory basis, regardless of their protected class status.
- 11.2 As Applicable Laws may require UBS and its agents to, among other things, maintain statistics on the race and gender of applicants for employment, Supplier agrees to request all individuals whom Supplier interviews (or refers) specifically for a position with UBS to submit a voluntary identification of such demographics and to maintain statistics on all such individuals. This will include the name, race and sex, and disposition of each *Candidate* (e.g., interviewed and referred to UBS; interviewed and not referred to UBS and why). This form must be submitted to UBS when the search has been completed or terminated, or at any time requested by UBS.

## 12. Publicity

- 12.1 Supplier shall not, without UBS' prior written consent, advertise or publicly announce it is providing or has provided any products or services to UBS or otherwise use any name, logo,

trade name, trademark, service mark or other information which identifies UBS in Supplier's marketing or publicity activities or materials.

## 13. Non-Solicitation

- 13.1 Supplier undertakes and agrees during the term of the Agreement and for a period of one (1) year after completion of the last *Assignment* or expiration or termination of the Agreement, whichever is the later, that neither Supplier nor any of its Affiliates shall, without the prior written consent of UBS, directly or indirectly solicit, recruit, induce, encourage, place, request or employ (or attempt any of the foregoing) any employee of UBS or any UBS Affiliates to leave UBS's employment or to work or perform services for the Supplier or its Affiliates or any other client of the Supplier or its Affiliates or any other person. This restriction shall not apply where the employee of UBS or any UBS Affiliates is responding to general job advertisements (e.g. on the internet or social media).
- 13.2 Supplier shall notify UBS immediately on becoming aware of any breach or possible breach of the undertakings set out in clause 13.1.
- 13.3 In the event of a breach of clause 13.1, Supplier will:
  - (i) pay UBS liquidated damages equivalent to the sum of the relevant UBS (or UBS Affiliate) employee's most recent annual base salary and cash bonus; and
  - (ii) reimburse the cost (as determined by UBS) of hiring and training a replacement.

## 14. Assignment or Transfer of the Agreement

- 14.1 Supplier must not assign or transfer any of its rights or obligations under the Agreement without UBS's prior written consent (which shall not be withheld or delayed unreasonably).
- 14.2 UBS shall be entitled, without written consent, to assign, sublicense, transfer or otherwise dispose of any of its rights under the Agreement (or the Agreement as a whole) or to novate any of its obligations under the Agreement to any of its Affiliate or other legal entity, which succeeds to all or part of the business or assets of UBS.

## 15. Compliance

- 15.1 Supplier shall, and shall procure that any of its Subcontractors, Staff and Affiliates involved in the performance of the Services shall, comply with all applicable Policies set forth in the Supply Order.

## 16. Notices

- 16.1 Notice under this Agreement is validly served:
  - (a) on UBS when delivered by courier or registered post to the address specified in the Supply Order, marked for the attention of the UBS Contract Manager;
  - (b) on Supplier when delivered by courier or registered post to the address specified in the Supply Order, marked for the attention of the Supplier Service Manager; or
  - (c) subject to clause 16.2, on either Party when delivered by e-mail to the UBS Contract Manager or the Supplier Service Manager (as applicable).
- 16.2 Any notice of breach or termination served by Supplier must be sent by courier or registered post in accordance with clause 16.1(a) and a copy of such notice must be sent: (i) by email to the UBS Contract Manager or UBS's Vendor Relationship Manager; and (ii) by courier to UBS Business Solutions AG, GRESC Supply Chain, P.O. Box, CH-8098 Zürich.
- 16.3 Notices are deemed served on the date of delivery.
- 16.4 The Parties agree that compliance with this clause 16 shall constitute good service of any claim or proceeding in connection with this Agreement.

## 17. Miscellaneous

- 17.1 A Party shall not be liable for any delay or non-performance of its obligations under the Agreement to the extent caused by a

Force Majeure Event, provided that it: (i) promptly notifies the other Party in writing of the Force Majeure Event and the likely duration of such delay or non-performance, and (ii) takes reasonable steps to mitigate the effect of the Force Majeure Event, including minimizing any delay. If Supplier is delayed in or prevented from performing any Services pursuant to this clause 17, UBS shall not be obliged to pay any Charges in respect of, and for the duration of, such delay or non-performance.

- 17.2 Supplier shall, for a period of ten (10) years from creation, keep or cause to be kept full and accurate records pertaining to the delivery of the Services.
- 17.3 The Agreement shall be binding upon any successors in interest or title of the Parties.
- 17.4 The Agreement may be executed in counterparts (each of which being an original and all of which, taken together, being construed as one and the same instrument) and transmitted in PDF or electronic form. Unless prohibited under Applicable Laws, an electronic copy of a signature received in PDF form or by electronic signing software (for example, DocuSign) shall be deemed to be of the same force and effect as a wet ink signature on an executed document.
- 17.5 No single or partial exercise of, or failure or delay in exercising, any right or remedy by a Party shall constitute a waiver of any such right or remedy.
- 17.6 If any provision of the Agreement is determined to be invalid, unlawful or unenforceable, such provision shall be deemed to be severed from the Agreement and the remaining terms shall continue to be valid, effective and enforceable.

- 17.7 Each Party's rights or remedies under this Agreement are in addition to any other contractual or non-contractual rights or remedies which that Party may have unless they are expressly said to be sole or exclusive rights or remedies.
- 17.8 Both Parties declare that they have no intention to form any principal-agent relationship or any partnership. Supplier shall not use any UBS personnel in the provision of Services without UBS's prior written consent.
- 17.9 The Agreement constitutes the entire agreement and understanding between the parties with respect to the provision of the Services and supersedes any and all Supplier Terms. All Supplier Terms are expressly not agreed to by UBS and shall have no effect.
- 17.10 The version of these Terms in place on the Effective Date shall apply.
- 17.11 The Parties may amend a Supply Order by executing a written variation agreement.

## **18. Governing Law and Jurisdiction**

- 18.1 The Agreement and any non-contractual obligations relating to its subject matter shall be governed by and construed in accordance with the law of the jurisdiction specified in the Supply Order, without further reference to its conflicts of law rules and to the exclusion of the Vienna Convention on the International Sale of Goods and all other international conventions and treaties.
- 18.2 The Parties submit to the exclusive jurisdiction of the courts specified in the Supply Order.

# Jurisdiction-specific provisions Annex

If the relevant Supply Order indicates that the Agreement is to be governed by the law of any of the below listed jurisdictions, then the above Terms shall be replaced or supplemented as described below.

## **New York, United States of America**

*Clause 18 (Governing Law and Jurisdiction) is supplemented by the following provision, which shall be sub-clause 18.3:*

18.3 The Parties (on their own behalf and on behalf of their respective Affiliates) irrevocably, intentionally, voluntarily and unconditionally waive any and all right to trial by jury in any action, claim, suit or legal proceeding arising out of or in connection with this Agreement and/or any agreement, or the transactions contemplated hereby.

## **Poland**

*Clause 3 (Charges, Invoicing and Payment) is supplemented by the following provision, which shall be sub-clause 3.9:*

3.9 Pursuant to the Counteracting Excessive Delays in Commercial Transactions Act of March 8, 2013 UBS declares that the company has a status of a large company.