

General Terms and Conditions for Recruitment Agencies

December 2022

1. General

- 1.1 These General Terms and Conditions for Recruitment Services ("**Terms**") apply to all services provided by a recruitment agency ("**Agency**") to Climeworks AG and/or its affiliates ("**Climeworks**").
- 1.2 By accepting to provide recruitment services to Climeworks or by providing applications of candidates to Climeworks (including through online tools), the Agency accepts these Terms.
- 1.3 The conclusion of any contract between Climeworks and an Agency is subject to the Agency holding the required permits according to Section 2.1.
- 1.4 The application of general terms and conditions of the Agency is excluded.

2. Required permits

- 2.1 The Agency represents and warrants that, for the entire duration of providing services to Climeworks, the Agency is in possession of and will maintain the following valid permits:
 - (i) permit by the competent cantonal authority based on the Recruitment and Hiring of Services Act ("*Arbeitsvermittlungsgesetz*") and corresponding Ordinance ("*Arbeitsvermittlungsverordnung*");
 - (ii) if required, in particular in case of cross-border recruitments, permit by the Swiss State Secretariat for Economic Affairs (SECO);
 - (iii) any other permits required under applicable law and regulations in all jurisdictions in which the Agency operates.
- 2.2 The Agency shall inform Climeworks immediately of any change or withdrawal of any required permit. Upon Climeworks request, the Agency shall immediately provide evidence of all required permits in form and substance satisfactory to Climeworks.
- 2.3 In case the Agency ceases to hold any necessary permit, Climeworks shall be entitled to terminate the contract at any time without notice.

3. Obligations of the Agency

- 3.1 The services to be provided by the Agency ("**Services**") encompass all activities related to the selection and recruitment of employees for Climeworks on a success basis. The Agency shall examine the suitability of each candidate by conducting at least one personal interview before submitting such candidate's application to Climeworks. The application of a candidate ("**Application**") shall consist of a description of the candidate, CV, all relevant work certificates, diplomas and other relevant documentation. The Agency shall obtain the candidates express approval before providing a respective Application to Climeworks.
- 3.2 Additional services provided by the Agency, such as specific search requests, advertisements in online or print media, advanced selection methods, such as assessments, personality testing and expert opinions, additional expenses including for travel, obtaining work permits etc. shall only be compensated

by Climeworks if separately agreed by Climeworks in writing.

- 3.3 The Services are provided on a success basis and are non-exclusive. Climeworks shall not be restricted in any way from engaging other recruitment agencies and/or taking any other actions related to the recruitment of positions for which it collaborates with the Agency.
- 3.4 The Agency shall perform the Services with the highest degree of professionalism, care and diligence in accordance with all applicable laws, regulations and professional standards. The Agency shall entrust only experienced and qualified personnel with the provision of the Services.

4. Point of contact

Climeworks' primary point of contact for the Agency shall be the talent acquisition manager listed in Climeworks' job posting, if any, or the email address jobs@climeworks.com. The Agency shall provide the Application through the online tool available on Climeworks' website, or in another manner as instructed by Climeworks. The Agency shall not directly contact the hiring manager or any other person within Climeworks.

5. Commission

- 5.1 Climeworks shall pay the Agency a one-time commission if, no later than three months following Climeworks' receipt of the respective application from the Agency, an employment contract is signed between Climeworks and the candidate proposed by the Agency for the respective position. If no employment contract is signed within the time period stated above for whatever reason, Climeworks shall owe no commission or other compensation to the Agency.
- 5.2 Climeworks' shall owe no commission to the Agency in case the Agency proposes a candidate who is already known to Climeworks or in case, at the same time as or after an application made with the involvement of the Agency, a candidate applies for another position at Climeworks on his/her own and/or through a third party.
- 5.3 The commission shall be calculated as a percentage of the annual gross base salary agreed between Climeworks and the candidate (excluding any bonuses and other variable salary components, one-time payments in connection with the start of employment, benefits, relocation allowances and expenses, if any). For part-time positions, the commission shall be calculated based on the annual gross base salary for a full-time position. The relevant percentages shall be as follows:

Annual fixed gross base salary	Commission
Up to CHF 90'000	13%
From CHF 90'001 to CHF 100'000	15%
From CHF 100'001 to CHF 170'000	20%
From CHF 170'000	25%

- 5.4 In case the Agency publishes or provides to Climeworks rates which are lower than those set out above, such lower rates shall apply.
- 5.5 The commission shall be exclusive of value added tax. The Agency shall be solely responsible for the registration and correct payment of any direct and indirect taxes and duties, sales or use taxes, income or corporate taxes, duties and charges applying to the Agency.
- 5.6 The commission shall constitute the entire compensation to be paid by Climeworks for the Services (including all expenses, if any). Climeworks shall owe no further compensation to the Agency unless expressly agreed in writing by Climeworks.
- 5.7 Subject to Climeworks' receipt of a proper and valid invoice by the Agency, Climeworks shall pay the commission to the Agency within 30 days of the start date of the respective employment contract.

6. Commission refund

- 6.1 The Agency shall refund the commission or parts thereof to Climeworks in the following cases:
 - (i) A candidate proposed by the Agency does not start his/her employment with Climeworks, unless such failure to start is exclusively due to Climeworks' fault: No commission or any other compensation shall be payable by Climeworks to the Agency.
 - (ii) Termination of the employment contract with a candidate proposed by the Agency within the probation period agreed between Climeworks and the candidate, irrespective of whether Climeworks or the candidate terminates the contract or caused such termination: Refund of 100% of the commission.
 - (iii) In case the Agency fails to disclose relevant information to Climeworks, if such information, had it been known to Climeworks, would have caused Climeworks not to enter into the employment contract: Refund of 100% of the commission. This refund also applies if the relevant information should have been known to the Agency prior to the conclusion of the employment contract by applying the standard of care and diligence expected of a professional recruitment agency.
 - (iv) In addition to any claim for a refund, Climeworks is entitled to obtain reimbursement of any additional costs and expenses from the Agency and reserves all its other rights and remedies.
- 6.2 The Agency shall pay the refund in each case within 30 days of its receipt of Climeworks' request for such refund.

7. Non-solicitation

- 7.1 The Agency undertakes not to solicit any candidates proposed by it to Climeworks as long as such candidates are in an employment relationship with Climeworks.
- 7.2 The Agency undertakes not to solicit any other employees of Climeworks within 12 months following conclusion of an employment contract between Climeworks and a candidate proposed by the Agency.

8. Subcontractors

- 8.1 The Agency shall not assign, transfer or delegate the whole or any part of the contract or any of its rights and obligations therein nor subcontract the whole or part of the Services without Climeworks' prior written consent.
- 8.2 The Agency shall make a list of its subcontractors available to Climeworks upon request.
- 8.3 The Agency shall be liable for any act or omission of its subcontractors as for his own acts and omissions.

9. Information, confidentiality

- 9.1 All title and rights to the documents, data and other information disclosed by Climeworks to the Agency ("**Climeworks Information**") remain vested in Climeworks. Upon termination of the contract, the Agency shall return or delete Climeworks Information as instructed by Climeworks.
- 9.2 The Agency shall, during the term of the contract and thereafter, keep strictly confidential all Climeworks Information and business processes of which it becomes aware in connection with the provision of Services, it shall not make any of the above available to third parties, shall use it exclusively for the provision of Services to Climeworks, and shall take all necessary measures to keep Climeworks Information secure and prevent unauthorized access to it. The Agency shall make such information available only to those persons who need it to provide the Services and shall ensure that these persons are obliged to treat the information as confidential. To the extent Climeworks agrees to subcontracting, the Agency shall ensure that any subcontractor is bound by the same confidentiality obligations.
- 9.3 This confidentiality obligation shall not apply to information which (i) was already lawfully in the Agency's possession prior to the contract with Climeworks, (ii) was already publicly accessible at that time or became publicly accessible at a later date without breach of contract, (iii) was legitimately handed over to the Agency by a third party, or (iv) was released by Climeworks by written statement.
- 9.4 The Agency shall not make any reference to Climeworks or otherwise publicly disclose its business relationship with Climeworks or the terms of the contract with Climeworks, without Climeworks' prior written consent.

10. Liability and indemnification

- 10.1 To the maximum extent permitted by law, Climeworks shall not be liable towards the Agency for any damage arising out of or in connection with the contract. In particular, Climeworks shall not be liable for any indirect, special or consequential damage for loss of profits, loss of revenue, etc., arising out of or in connection with the contract.
- 10.2 If, due to the Agency's actions and/or omissions, Climeworks is held liable to make any payments to third parties, the Agency shall fully indemnify and hold Climeworks harmless from any such payments or damages incurred in connection with such claims (including court and attorney's fees).

11. Termination

Either party may at any time withdraw from the contract without any financial consequences.

12. Compliance

12.1 Each party shall comply with all applicable data protection legislation in the course of performing its obligations under the contract.

12.2 The Agency acknowledges that it has received Climeworks' supplier minimum standards ("**Supplier Minimum Standards**"). The Agency shall comply with the Supplier Minimum Standards and maintain an equivalent standard of integrity and professional competence in all its activities.

13. Miscellaneous provisions

13.1 These Terms represent the entire agreement between the parties with respect to the subject matter covered thereby. Should these Terms or any part thereof contradict any existing or future agreement between the parties, the provisions of these Terms shall prevail unless their validity has been specifically excluded or limited in writing by Climeworks.

13.2 Any changes to these Terms are only valid if agreed upon by the parties in writing.

13.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid and enforceable provision that reflects the economic intent of the parties.

13.4 The Agency shall only be entitled to set off its claims against the claims of Climeworks with Climeworks' prior written consent. Climeworks shall be entitled to set off any amounts due to the Agency under the contract with any amounts owed by the Agency to Climeworks for any reason whatsoever.

13.5 No failure or delay of Climeworks to exercise any right or remedy under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other remedy.

14. Applicable law and jurisdiction

14.1 These Terms shall be governed by substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2 Any dispute, controversy or claim arising out of in connection to these Terms, including any dispute as to the validity of these Terms, shall be exclusively settled by the courts of Zurich, Canton of Zurich, Switzerland.