

# **Roche General Terms and Conditions**

*concerning Temporary Contracts  
of Employment*

*at*

**Roche Affiliates located in Rotkreuz**



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## Applicability

- The present Roche General Terms and Conditions concerning Temporary Contracts of Employment (“ARBT”) are valid for the following Roche affiliates located at the Rotkreuz site:
  - Roche Diagnostics International Ltd (RDI),
  - Roche Diagnostics (Schweiz) Ltd (RDS),
  - Roche Diabetes Care (Schweiz) Ltd (RDCS).

These participating Roche affiliates are collectively referred to as “Roche”.

## Purpose and Scope

- These ARBT are intended to give Roche employees who have accepted temporary employment with Roche a summary of the provisions relating to the employment.
- These ARBT constitute an integral part of the individual employment contract.
- Individual written terms shall prevail over these ARBT in the event of any contradiction.
- Swiss law shall apply, supplementing individual provisions agreed in writing and these ARBT.
- This document is a translation of the original German “Allgemeine Roche-Bedingungen für befristete (temporäre) Arbeitsverträge”, the latter being the definitive version.
- These ARBT largely correspond to the “*Roche General Terms and Conditions (ARB) concerning Individual Contracts of Employment*” with certain amendments that are specific to temporary contracts of employment. References to the ARB made in various other documents shall be deemed to refer to these ARBT if they concern employees on temporary contracts of employment.

## Basic Rights of Employees

- As an employer, Roche wishes to offer its employees attractive positions and to enable them to apply their talents and skills.
- Employees shall be entitled to meet with their line manager to obtain regular feedback on their performance and to review the achievement of goals and to set new goals. Employees shall be given appropriate guidance beforehand.

## Basic Obligations of Employees

- Roche is convinced that its success depends on the collective abilities and performance of committed people. Accordingly, as an employer, Roche expects its employees to be committed to the good of Roche.
- Roche strives for top performance in all areas of its activity. To achieve this, Roche not only expects professional competence from its employees, but also integrity, flexibility, open-mindedness and a willingness to undergo relevant training.
- Roche expects its employees to question plans that run counter to the Roche Corporate Principles, to communicate openly and to make rational efforts to create added value for Roche.

## Special Rights of Employees

- Roche shall take suitable measures to ensure that the safety, health and personal rights of its employees are protected within Roche.
- Men and women are treated equally at Roche.
- Roche shall ensure the protection of employees’ personal data (see “Roche Directive on the Protection of Personal Data”).
- Roche does not tolerate discrimination against employees in the workplace on grounds of gender, race, age, skin colour, religion, civil status, sexual preference, ethnic origin or physical or mental disability or any other form of discrimination prohibited by prevailing law or regulations.

## Special Obligations of Employees

- **Secrecy:** Employees shall be bound to secrecy concerning Roche's business and manufacturing secrets throughout the period of their employment and afterwards. They shall in no way use such information for themselves or render it usable by third parties. Business and manufacturing secrets shall denote whatever Roche has not itself in any way placed in the public domain, namely in Annual Reports, media releases, other information to the public, presentations and publications by authorised employees or patent specifications. Publications and presentations about inventions, research results or other business secrets belonging to Roche shall require Roche's prior written consent.
- **Unjustified personal enrichment:** Employees shall not accept or obtain promises of gifts or favours other than of token significance in connection with their business activity. In case of doubt, employees should notify their line manager and obtain their consent (see "Roche Group Code of Conduct" and "Behaviour in Business - Directive on Integrity in Business").
- **Bribery and unfair advantage:** Employees shall not unlawfully influence public officials or private parties in connection with business transactions consent (see "Roche Group Code of Conduct" and "Behaviour in Business - Directive on Integrity in Business").
- **Conflicts of interest:** Should a conflict arise between private interests and those of Roche, employees shall immediately inform their line manager so that an appropriate solution can be reached in the specific individual case (see "Roche Group Code of Conduct" and "Behaviour in Business - Directive on Integrity in Business").
- **Competing practice:** Employees undertake to comply with the provisions of competition law (see "Behaviour in Competition - Directive on Competition Law").
- **Safety, Health and Environmental Protection (SHE):** Employees undertake to comply with the SHE regulations in force at Roche. These shall particularly include provisions concerning proper action in the event of incidents.
- **Electronic Communication Tools:** Employees undertake to comply with the applicable rules of conduct (see "Roche E-Mail Directive" and "Roche Directive Electronic Communication Tools"). Roche does not tolerate abuse of Roche communication tools.
- **Insider Information:** Employees undertake to uphold the secrecy of confidential facts obtained during the performance of their duties at Roche (whether deliberately or accidentally), the divulgence of which may have an appreciable influence on the share price of the Roche Group and/or of potential cooperation partners or transactional counterparties, and neither to buy, sell nor otherwise trade in equity securities of Roche and/or of other exchange-listed companies affected by the insider information nor to make investment recommendations (see "Roche Group Insider Directive").
- **Cooperation with Investigations:** Employees undertake to cooperate fully with investigators during investigations and to ensure that exonerating evidence of compliance and conduct in conformity with regulations can be presented.

## Results of Work and Inventions

- Unless otherwise prescribed below, all results of work shall belong to Roche.
- Inventions and results of work in the realm of intellectual property which employees originate or to the creation of which they contribute shall belong to Roche, regardless of their protectability, provided they arise from the performance of employees' contractual obligations.
- If employees produce copyright-protectable results in the course of their duties and in fulfilment of their contractual obligations, Roche shall have exclusive title to the commercial exploitation of such results and to any modification of them.
- Employees shall inform Roche as soon as they identify a copyright-protectable invention or result of their work.
- Regardless of protectability, Roche has the right to acquire full or partial title to inventions that employees create or to which they contribute in the course of their duties, but outside the scope of their contractual obligations. Employees shall immediately inform Roche in writing as soon as they identify an invention as such. Any acquisition of such an invention shall take place in accordance with Article 332 of the Swiss Code of Obligations (SCO).
- Employees undertake, both during and after their employment, to support Roche in patenting any inventions to which they have contributed.

## Working Time and Absences

- Annualised working hours regulations generally apply at Roche.
- The “Working Time and Absence Regulations for Temporary Employees Paid by the Month” shall apply (see References to Other Documents in section 17).
- For Employees of RDI the “Annex to the Working Time and Absence Regulations, Supplementary Regulations for Business Absences and Travel” applies in case of business absences (see References to Other Documents in section 17).
- For Employees of RDS and RDCS the following annex to the above mentioned Working Time and Absence Regulations is applicable in case of business absences: «Arbeitszeit- und Absenzenreglement Beilage – Ergänzende Bestimmungen geltend für folgende Roche Gesellschaften: Roche Diagnostics (Schweiz) AG und Roche Diabetes Care (Schweiz) AG» (see References to Other Documents in section 17).

### Vacation entitlement (per full calendar year)

	Age	Vacation days
To end of calendar year	in which employee celebrates 20th birthday	25
To end of calendar year	in which employee celebrates 45th birthday	23
Calendar year	in which employee celebrates 46th birthday	24
Calendar year	in which employee celebrates 47th birthday	25
Calendar year	in which employee celebrates 48th birthday	26
Calendar year	in which employee celebrates 49th birthday	27
Starting in calendar year	in which employee celebrates 50th birthday	28
Starting in calendar year	in which employee celebrates 60th birthday	30

- Vacation entitlements are calculated in hours based on the employment rate (for instance, 8 hours in case of full-time work).
- If an employee joins or leaves the company in the course of a year, the vacation entitlement for that year will be based pro rata on the ratio of service to a full calendar year: annual entitlement in hours × calendar days / 365 (366 in a leap year).
- Vacation must not be used for the purpose of gainful employment. Employees who fail to comply with this restriction forfeit their right to vacation pay.

## Commitments Internal and External to Employment at Roche

- **Second jobs:** Employees shall not hold second jobs without Roche’s prior written authorisation.
- Assumption of a mandate as a member of the Board of Directors or the Management Board of a company is subject to the approval of Roche in application of the Roche Directive on Employees Holding Board Memberships.
- **Public office:** Roche supports employees who wish to assume public office or duties (e.g. in politics, the military and civil defence). However, before assuming public office, employees are required to notify Roche of their intention. The prospective duties of office must be compatible with an employee’s duties to Roche, otherwise Roche may withhold its consent or make its consent subject to conditions and restrictions.
- **Remuneration for external presentations:** Roche employees may neither ask for nor accept remuneration of any kind for external lectures, speeches, panel discussions or similar activities in connection with their professional activity for Roche. This provision does not apply to the reimbursement of out-of-pocket expenses, to the sort of gifts normally presented to speakers nor to remuneration for an authorised second job.

## Remuneration for Work

### Annual Salary

Employees shall be entitled to an annual salary (pro-rata if employment is less than one year).

Such annual salary shall be paid in 12 instalments as follows:

- 12 basic monthly salary instalments: the basic monthly salary shall be paid twelve times per calendar year.
- Salary payments shall be transferred in Swiss francs direct to bank resp. postal giro accounts in Switzerland or in neighbouring countries (as cashless transactions).
- Payment of salary during military service is governed by an appropriate regulation (see References to Other Documents in section 17).

## 10.2

### **Social Allowances**

- Employees shall be entitled to a child allowance until such time as the child reaches the age limit set by the canton (16 or 18 years of age). The child allowance shall be paid with the monthly salary instalment. Employees' eligibility is determined by the Familienausgleichskasse (family allowances fund).
- Employees shall be entitled to a child training allowance from such time as the child reaches the age set by the canton (16 or 18 years of age) to the end of the child's education, but not beyond age 25. The child training allowance shall be paid with the monthly salary instalment. Employees' eligibility is determined by the Familienausgleichskasse (family allowances fund).
- Employees shall be entitled to a family allowance payable for as long as they are entitled to at least one child or child training allowance. The family allowance shall be paid with the monthly salary instalment.

## 11

### **Insurance/Incapacity to Work**

#### 11.1

#### **Old Age Pension and Survivors'/Invalidity Insurance/Income Compensation (AHV, IV, EO)**

- Employees shall pay old age pension and survivors'/invalidity insurance/income compensation (AHV/IV/EO) contributions in accordance with statutory requirements on their monthly payments and on any extra payments.
- Roche shall pay the same old age pension and survivors'/invalidity insurance/income compensation contribution as the employee.

#### 11.2

#### **Unemployment Insurance (ALV)**

- Employees shall pay unemployment insurance (ALV) contributions in accordance with statutory requirements on their monthly salary payments and on any extra payments.
- Roche shall pay the same unemployment insurance contribution as the employee.

#### 11.3

#### **Roche Pension Funds**

- The rights and obligations of employees with regard to the Roche Pension Funds shall be as contained in the relevant regulations (see Pension Fund Rules).
- The specific details of Pension Fund benefits shall be as contained in the insurance certificate issued to employees by the Pension Funds office.

#### 11.4

#### **Other Insurance**

- Detailed information on existing accident, sickness and life insurance can be found in the "*Notice Concerning Insurance (for temporary employees)*" (see References to Other Documents in section 17).

#### 11.5

#### **Continued Payment of Salary During Protracted Incapacity for Work**

In the event of temporary inability to work (as defined by Article 324a SCO) as the result of an accident, and excepting accidents not covered by SUVA, the "*Notice Concerning Insurance (for temporary employees)*" is applicable (see References to Other Documents in section 17).

In the event of temporary inability to work (as defined by Article 324a SCO) as the result of illness Roche will continue to pay the employee's full salary as follows:

Duration of Continued Payment	Conditions
One (1) week	Agreed term of up to three (3) months
Three (3) weeks	Agreed term of more than three (3) months and employment relationship continued maximally for twelve (12) months
Eight (8) weeks	Employment relationship continued for more than twelve (12) months
Nine (9) weeks	Employment relationship continued for more than twenty-four (24) months

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## Termination of Employment

### 12.1

#### Termination without Notice

- Temporary contracts of employment are entered into for a firm period. The employment relationship will terminate at the end of the agreed term.

### 12.2

#### Period of Notice

- The employment relationship may be terminated by each party before its planned end date with a notice period of one month (with effect as per the end of the following calendar month).

### 12.3

#### Immediate Termination of Employment

- Either party may terminate the employment without notice at any time in accordance with Article 337 of the SCO when good cause makes continued employment unreasonable for either party.

### 12.4

#### Form of Notice

- Notice of termination of employment shall be delivered in person or by registered letter.

### 12.5

#### Return Obligation

- At the end of their employment, employees shall return to Roche all written matter, notes and other documents and data media connected with their work at Roche.

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## Restraint of Competition

- Within the scope of the statutory provisions and for a specified time after the end of their employment, Roche may prohibit employees from working for a competing firm in specific subject areas to which they had access during their work for Roche or in which they worked in other ways.
- The duration and practicalities of any such restraint of competition shall be conclusively settled by Roche with the employees at the end of their employment according to the circumstances, which shall be assessed at that time.

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## Representation of Interests

- The Roche Employees' Association (AVR) represents the interests of employees with individual contracts of employment in relations with Roche management (see Agreement on Principles between the Roche Employees' Association and the Management of participating Roche companies). Employees may approach the AVR with appropriate concerns at any time.

- The Safety, Health and Environment (SHE) Group at the Rotkreuz location advises all employees on all matters relating to occupational health and environmental protection. Employees may approach the SHE Group with appropriate concerns at any time (see Manual on Safety, Health and the Environment (SHE) at Roche Diagnostics International AG (RDI)).

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## Jurisdiction

- The parties shall endeavour to settle disputes arising from the employment amicably.
- Disputes which cannot be settled amicably shall be resolved by the competent ordinary courts.

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## Changes to the Terms and Conditions

- Roche reserves the right, upon consultation with the AVR in accordance with the Agreement on Principles, to amend or supplement these ARBT at any time.
- The present ARBT replace the “*General Regulations of the employment contract for employees on a temporary contract (ARB)*” dated 15 April 2015 and enter into force on 1 July 2018 for all employees with temporary contracts of employment.

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## References to Other Documents

1. Roche Group Code of Conduct
2. Roche Directive on the Protection of Personal Data
3. Behaviour in Business - Directive on Integrity in Business
4. Behaviour in Competition - Directive on Competition Law
5. Directive on the Use of Electronic Communication Tools
6. Roche E-Mail Directive
7. Roche Insider Directive
8. Working Time and Absence Regulations for Temporary Employees Paid by the Month
9. Annex to the Working Time and Absence Regulations, Supplementary Regulations for Business Absences and Travel
10. Regulations on Payment of Salaries during Military Service
11. Pension Fund Rules
12. Notice Concerning Insurance (for temporary employees)
13. Agreement on Principles between the Roche Employees' Association and the Management of participating Roche companies
14. Manual on Safety, Health and the Environment (SHE) at Roche Diagnostics International AG (RDI)

**Rotkreuz, 1 September 2019**  
**Roche Diagnostics International Ltd**  
**Roche Diagnostics (Schweiz) Ltd**  
**Roche Diabetes Care (Schweiz) Ltd**

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