

## GENERAL TERMS OF THE ASSIGNMENT CONTRACT (AS OF 6 JANUARY 2020)

### BACKGROUND

Coople operates the website [www.coople.com](http://www.coople.com) (hereinafter 'website') and the Coople app (hereinafter 'app'), which mainly rely on automated processes to match registered job seekers to interested client companies for assignments **exclusively within Switzerland** (so-called matching).

A client company looking to hire a worker for an assignment will register a so-called assignment profile together with the necessary assignment particulars on the website or in the app (hereinafter 'assignment profile'). Following the registration of an assignment profile and definition of the corresponding search criteria, the Coople system will enquire with suitable workers concerning their level of interest in the assignment (an expression of interest is binding). Candidates who have expressed their interest will be proposed to the client company as temporary workers for the assignment. The client company may then select the particular worker it would like to hire for the assignment from the proposed workers. Interested workers are then advised of their acceptance or refusal for the assignment. The system can also send automatic letters of refusal once certain criteria are met (i.e. assignment is already over, necessary workers already hired).

### 1. NO OBLIGATION TO OFFER ASSIGNMENTS, NO OBLIGATION TO ACCEPT ASSIGNMENTS

This assignment contract does not require Coople to offer any further or additional assignments to the worker. This assignment contract does not require the worker to accept any assignment Coople may offer in the future. A new assignment contract is required for each new assignment.

### 2. THE SERVICE IS FREE OF CHARGE FOR THE WORKER

Coople will not charge the worker a fee for using or registering on the Coople system nor for hiring out workers to client companies. The service provided by Coople is free of charge for the worker.

### 3. WORK PERMITS AND WITHHOLDING TAX

By accepting an assignment, the worker confirms that they are in possession of either a Swiss passport, a type-C permanent residence permit or a valid work permit at the time of the assignment.

Coople must be informed in writing or by email to [info.ch@coople.com](mailto:info.ch@coople.com) immediately of any change in the worker's visa/work permit status, and in particular of any revocation or non-renewal of a work permit. In the event that the worker breaches this obligation to inform and/or reports to work without a valid work permit, they shall be liable to pay Coople a contractual penalty of CHF 2'000.--. In either case, Coople reserves the right to claim additional consequential losses resulting from violations of these provisions.

The worker must also notify Coople unprompted in writing or by email to [info.ch@coople.com](mailto:info.ch@coople.com) if they become liable for withholding tax.

### 4. INFORMATION TO THE ASSIGNMENT; ASSIGNMENT CONTRACT

The assignment details will be provided to the worker by email. The worker may accept an assignment under the conditions stated in the assignment details. The assignment details and the assignment contract must contain the following particulars:

- Type of work
- Assignment location
- Assignment start date
- Assignment duration
- Wage, additional allowances
- Applicability of a Collective Labour Agreement

The wage stated in the contract is before taxes and is inclusive of the following items:

- Basic wage
- Compensation for paid leave (as described below)
- Compensation for leave on public holidays (as described below)
- 13th monthly wage (usually 8.33%)

### 5. ADHERENCE TO GENERALLY BINDING COLLECTIVE LABOUR AGREEMENTS ("CLA")

If the client company has adopted a Collective Labour Agreement, Coople is required to adhere to the remuneration and working time provisions set out in

such agreement in its relationship with the worker. Where a Collective Labour Agreement requires payment of a mandatory contribution to training and performance costs, the respective provisions shall also apply to Coople; in such case, the client companies will pay the proportion of the contribution corresponding to the duration of the assignment. If the client company has adopted a Collective Labour Agreement that provides for flexible retirement arrangements, Coople is required to adhere to such a provision in its relationship with the worker.

However, if the client company offering personnel for hire and its hired-out workers satisfy the requirements of the Collective Labour Agreement for the hiring of personnel, then its provisions will apply, unless the provisions of these General Terms of the Assignment Contract or the provisions of the associated assignment contract are more favourable for the worker.

### 6. OBLIGATIONS OF THE WORKER

The worker must perform the work assigned to them in the respective assignment contract diligently and prudently. The worker must treat any tools and materials made available to them during the assignment with due care. The worker must observe all applicable safety and precautionary measures. Non-compliance may result in the worker's immediate expulsion from the assignment and forfeiture of their claim to remuneration. Coople explicitly reserves the right to claim compensation from the worker for the resulting losses.

The worker will be personally liable towards Coople and the respective client company for all damage or loss caused by their wilful intent or negligence.

The worker undertakes to treat all information and business secrets obtained during the course of the assignments at the client companies as strictly confidential.

### 7. INSTRUCTIONS

The worker must observe the instructions given by the client company. The work regulation and customs at the respective client company must be observed.

### 8. REMUNERATION

The remuneration payable to the worker for the individual assignments is set out in the respective assignment contract.

#### 8.1 LOGGING OF WORK HOURS

The worker must enter and confirm his effective hours, ideally according to the mission report signed by the client company, on the website or in the app within 6 hours after the end of each work shift. Afterwards, the client company has 48 hours to approve the hours entered by the worker.

The worker must notify Coople immediately in writing of any changes in the work hours and/or assignment duration made by the client company in departure from the assignment contract, and in particular of any changes the worker disagrees with.

If the worker fails to enter their work hours on the website or in the app in the prescribed time, the hours planned for the assignment will be used and submitted to the client company for processing; in such case, the client company can adjust and approve the hours on the website or in the app. These work hours will then be deemed approved and will form the basis for the worker's remuneration.

If the work hours according to the worker do not correspond to those of the client company on the website or in the app and/or in any mission report, the worker may object to Coople in writing within 5 working days of the client company entering or approving the work hours on the website or in the app. In such case the parties shall resolve any dispute by way of a mutual agreement.

If no objection is lodged or if an objection is not lodged in time, the work hours released on the website or in the app by the client company will be deemed approved and will form the basis for the worker's remuneration.

#### 8.2 PAYSLEIPS AND PAYMENT OF WAGES

Before receiving payment of their wage, the worker will receive a detailed payslip listing their work hours, social security deductions and other deductions and/or remuneration components. If the worker has lodged an objection against the work hours entered by the client company with Coople in due time and the dispute is not resolved amicably prior to the payment date, the hours in question will be paid in the next payroll run, provided that the parties have settled their dispute.

Wages are generally paid once each month, usually on the fifth working day of the month following the month in which the hours were approved (date of approval by client company is decisive). The payment will then be made electronically to the worker's bank or post account. Payment in cash is not possible. The worker acknowledges that Coople can only pay the remuneration if the company has received all necessary information and/or documents from the worker (e.g. AHV number).

### 8.3 DEDUCTIBLE SOCIAL SECURITY CONTRIBUTIONS

The worker will be paid a net wage as remuneration. The following items for social security contributions will be currently deducted from the worker's gross wage:

5.275%	for AHV/IV/EO
1.10%	for ALV
1.95%	for non-work accidents (NBU)
0.65%	daily benefits insurance
0.00%-10%	pension fund (BVG)
0.70%	Collective Labour Agreement - training and performance costs

These deductions are made independently of any mandatory occupational benefit payments. By the end of the calendar year at the latest, Coople will assess whether the deductions were necessary for the worker and will refund any excess deductions to the worker after three months at the latest.

Contributions that are deductible for an assignment with a company that is subject to a generally binding Collective Labour Agreement will, as far as possible and known, be taken into account.

### 9. PROBATIONARY PERIOD

In the case of assignments with a limited term, the first two thirds of the term will be a probationary period (maximum of 3 months). The employment may be terminated at any time during the probationary period by giving 2 days' notice. A probationary period may be agreed in the assignment contract for assignments with an indefinite term.

There will be a new probation period at the beginning of each new assignment with a different client company, as well as at the time that a worker changes their role within the same client company.

### 10. WORKING HOURS

#### 10.1 WORKING HOURS AND OVERTIME

Working hours in excess of the client company's normal working hours are considered overtime if the client company has instructed the worker to work additional hours. Overtime will be compensated at the rate of 1:1, i.e. without entitlement to extra pay.

The maximum working time is 45 hours per week for workers in the industrial sector as well as for office staff, technical and other workers, including sales staff at large retailers, and 50 hours for all other workers.

Working hours in excess of the maximum work hours pursuant to the Labour Act or the Collective Labour Agreement are considered overtime if the client company has instructed the worker to work additional hours.

Overtime will be compensated by the same amount of paid leave or with extra pay of 25%. For office personnel, technical workers and other workers including sales personnel in large retail companies, the extra pay will only apply from the 61st hour of overtime accrued in the calendar year. The maximum overtime pursuant to the Labour Act must not be exceeded.

The worker must notify Coople immediately in writing of any changes in the work hours and/or assignment duration made by the client company in departure from the assignment contract, and in particular of any changes the worker disagrees with.

#### 10.2 BREAKS

The worker is entitled to a break of 15 minutes on work days exceeding five and a half hours of work, a break of half an hour on work days exceeding 7 hours of work, and a break of a full hour on work days exceeding 9 hours of work. The client company is responsible for observing the necessary breaks. The worker is therefore required to assert their right to take a break from work directly against the client company.

### 11. LEAVE AND PUBLIC HOLIDAYS

#### 11.1 LEAVE ENTITLEMENT

The worker is entitled to 4 weeks of paid leave in each calendar year. Workers younger than 21 years of age are entitled to 5 weeks of paid leave in each calendar year. Paid leave is accrued on a pro-rata basis for employment periods of less than a full year.

The worker must be given opportunity to take their accrued leave entitlement within the term of the employment. In the case of very irregular work

assignments and assignments that are expected to be very short (up to 3 months), the worker will be compensated for their leave entitlement with extra pay of 8.33% or 10.6%; this is added to their wage and forms part of the agreed gross wage. The amount of compensation for leave entitlement is stated in a separate item on the payslip.

## 11.2 PUBLIC HOLIDAYS

The worker will be entitled to paid leave on public holidays falling on a weekday after the 13th week at a client company. These public holidays are determined by the cantonal regulations that govern the respective client company, with the exception of 1 August (national holiday). All public holidays will be paid together with the worker's basic wage plus extra pay of 3.2%; this payment forms part of the agreed gross wage.

## 12. SOCIAL BENEFITS

### 12.1 ACCIDENTS

The workers are insured against occupational accidents with Suva for the duration of their assignment at a client company/third-party company. Insurance cover commences at the beginning of the work assignment and ends on the last work day. Non-occupational accidents are covered in accordance with the insurance terms of Suva. The insurance will cover 80% of the worker's wage starting on the third day after the accident. Coople will pay at least 4/5 of the worker's wage until the end of this waiting period.

If Suva declines insurance cover for non-occupational accidents due to extraordinary risks and dangers within the meaning of Articles 49 and 50 AIO (Accident Insurance Ordinance), Coople will not have an obligation to continue paying the wages under Articles 324a or 324b OR (Swiss Code of Obligations).

### 12.2 ILLNESS AND PREGNANCY COMPLICATIONS

Workers who are unable to work due to illness are entitled to compensation for lost income. A daily allowance insurance for sick leave is in place to compensate for lost income during periods of illness. The worker will be paid 80% of their average wage, provided that at least 25% of working hours are lost due to illness. The following benefits are available after a waiting period of 2 days:

- For workers working at client companies that have adopted a generally binding Collective Labour Agreement, equivalent benefits of 720 days within 900 days
- For workers who are liable to pay BVG contributions under the Collective Labour Agreement for the hiring of personnel, equivalent benefits of 720 days within 900 days
- For workers at client companies that have not adopted a generally binding Collective Labour Agreement and workers who are not liable to pay BVG contributions under the Collective Labour Agreement for the hiring of personnel, equivalent benefits of 60 days within 360 days

Coogle and the client company must be notified immediately of a worker's illness. A doctor's certificate must be submitted to Coople for all absences due to illness (starting on the first day of absence).

The proportion of the premium payable by the workers is capped at 50%. Insurance cover lapses on the date that the worker reaches the normal pension age under the AHV pension regime. No further premiums will have to be paid from the following month onward.

### 12.3 MILITARY SERVICE, CIVIL DEFENCE SERVICE, CIVILIAN SERVICE

In the case of an employment relationship with an indefinite term, workers who are past the probation period are entitled to payment of their wage during periods of mandatory Swiss military service, civil defence service and civilian service:

- 80% of the wage for a maximum period of 4 weeks in each year
- After two years of continuous employment, 80% of the wage as per the 'Berne Table':
  - 1 month in the 1st and 2nd year
  - 2 months in the 5th to 9th year
  - 3 months in the 1st and 2nd year
  - 4 months in the 10th to 14th year, etc.

### 12.4 MATERNITY

Pursuant to Art. 16b et. seq. Loss of Earnings Act (EOG), female workers are entitled to payment of maternity benefits if they were insured under the Federal Act on Old-Age and Survivors' Insurance (OASIA) for a period of 9 months directly before giving birth, have been in paid employment for at least 5 months within this period and are employed at the time of giving birth. Continued remuneration under Art. 324a OR must be assessed if the worker does not satisfy these conditions. The entitlement to compensation arises on the day of giving birth. Mothers will be paid 80% of their average income earned prior to incurring the entitlement to

compensation for a period of maternity leave not to exceed 14 weeks. The maternity compensation will be paid by way of a daily allowance (capped at 98 daily allowances). The entitlement ends as soon as the mother returns to work. The loss of income insurance will not cover compensation for sick leave due to pregnancy complications. The worker will be compensated for income lost due to pregnancy complications pursuant to section 12.2 'Illness and pregnancy complications'.

### 12.5 FAMILY ALLOWANCES

The worker is entitled to family allowances for each child in accordance with the federal law on family allowances (FamZG) and the respective laws of the cantons. The family allowance pursuant to FamZG is at least CHF 200 per month for children up to 16 years of age (child allowance) and at least CHF 250 per month for children from 16 to 25 years of age (education allowance). Only one type of allowance is paid for each child. The cantons may stipulate higher minimum allowances. The family allowance is paid together with the wage at the end of each month. To be eligible for family allowances, the worker is required to present their family identity documents at the time of commencing their employment or at the time a child is born.

### 12.6 BVG (PENSION FUND)

In the case of a permanent assignment or an assignment with a limited term of more than 3 months, the worker will be liable for BVG contributions from the first day of employment. If an assignment contract with a term of less than 3 months is extended for an additional term, the worker will be liable for BVG contributions from the date that the contract is extended. The worker will also become liable for BVG contributions at the time that a number of assignments with interruptions of less than 3 months between them add up to a total assignment period of more than 3 months. The assignments may take place in different client companies and do not have to be consecutive assignments. The other conditions, such as the minimum annual wage or the age, must also be satisfied.

## 13. TERMINATION OF THE EMPLOYMENT

### 13.1 NOTICE PERIODS

The worker may cancel their registration on the Coople website or in the app at any time, provided that no assignment contract has been concluded.

An employment with a limited term generally expires at the end of its term. It may be terminated by either party with the same notice period that applies for a permanent employment.

Either party may terminate a permanent employment relationship subject to the following notice periods: Assignment duration: Notice period:

1st – 3rd month: 2 working days;  
4th – 6th month: 7 calendar days  
From the 7th month onward: 1 month, with effect on the same day of the following month.

An uninterrupted period of employment is defined as the total number of work weeks of the different assignments.

Where individual assignments are separated by an interruption of at least 3 weeks, the total assignment period will start at the end of the interruption. This does not apply to interruptions due to illness or accidents.

In situations where the employment can no longer continue in good faith, Coople explicitly reserves the right to terminate the employment with immediate effect for good cause (Art. 337 OR) and immediately suspend the worker's access to the website.

In the case of unauthorised absence from work or the worker vacating the workplace without a legitimate reason, the worker may be deemed to have given notice of immediate termination of their employment. The employment may then be terminated with immediate effect. Coople is entitled to claim one quarter of the worker's monthly salary as liquidated damages from the worker (Art. 337d OR).

### 13.2 INSURANCE

The insurance cover for occupational and non-occupational accidents, as applicable under this work contract, ends **31 days** after the last work day. Within this period, the worker has the option to extend the accident insurance by six months directly with Suva in accordance with the Accident Insurance Act (interim insurance).

The insurance cover for loss of income due to illness, as applicable under this work contract, ends with the termination of the employment. The worker is entitled to continue insurance cover with Groupe Mutuel in the form of an individual daily allowance insurance within **90 days after the last assignment contract is terminated**.

Insurance cover under the Swiss Federal Law on Occupational Old Age, Survivors' and Invalidity Pension Provision (BVG) will cease upon termination of the employment relationship. This is without prejudice to continued cover under Art. 10 para. 3 BVG. Following termination of the employment, the worker must provide Coople with details of the account to which Coople is to transfer the vested benefit credit to which the worker has earned a statutory and contractual entitlement.

## 14. TRANSFER TO CLIENT COMPANY

The worker may transfer to the client company at the end of the assignment contract without incurring a liability to compensate Coople. The worker is obliged to inform Coople of this transfer. Any contractually agreed compensation must be paid by the client company and must not be passed down to the worker.

## 15. DATA PROTECTION

Coogle will only use the worker's personal data to the extent necessary for placing the worker with client companies ('matching') and/or for accounting purposes related to workers, client companies and agents.

The worker acknowledges that as soon as they accept an offer of employment and complete an assignment for Coople, Coople is under a statutory obligation to save and store the data associated with this assignment, including the personal data of the worker, and to retain such data for a period of at least 5 years.

The worker expressly consents to Coople disclosing their data (including rating) to agents assigned to the administration and placement of the worker. Consent is limited to the extent that disclosure is necessary for the agent to perform its duties or for purposes related to the calculation of the agent's commission.

The worker consents to Coople processing their data electronically.

Any further processing or disclosure of the data is subject to the worker's express consent. A declaration of consent to the processing of data may be revoked in writing at any time. The worker also accepts the data protection provisions set out in Coople's Website and App Use, Privacy and Cookies Policy (hereinafter «GTC»), which the worker has acknowledged at the time of registering on or using the website or in the app. The GTC apply in their entirety and may be amended by Coople from time to time.

## 16. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

The worker hereby assigns all intellectual property rights created by them to Coople, to the extent permitted by law. Compensation for the assignment of intellectual property rights is included in the worker's remuneration.

## 17. FINAL PROVISIONS

### 17.1 INCEPTION AND SCOPE OF AN ASSIGNMENT CONTRACT

Once the worker has accepted an assignment on the website or in the app as outlined in the assignment profile and has been hired by the client company, an assignment contract is automatically created. This assignment contract, which contains details of the specific assignment, is made available to the worker via the website or in the app to download, print and sign. **However, it automatically comes into force and is valid upon electronic confirmation.** It will be reconfirmed once either Coople has received a copy of the assignment contract signed by the worker or upon the worker starting the assignment.

In the case of conflicting provisions concerning a specific assignment, the provisions stipulated in the General Terms of the Assignment Contract will take precedence.

If a provision in the General Terms of the Assignment Contract in English contradicts a provision in the General Terms of the Assignment Contract in German, the German version takes precedence.

### 17.2 APPLICABILITY OF WEBSITE AND APP USE, PRIVACY AND COOKIES POLICY AND DATA PROTECTION PROVISIONS

Coogle's Website and App Use, Privacy and Cookies Policy, which the worker acknowledged at the time of registering on or using the website or in the app and which may be amended from time to time, apply.

The worker is made aware of the requirements according to section 2.2 (specific conditions for workers), section 2.4 (agents in particular) and section 3 (registration of

users).

### 17.3 ADDITIONAL AGREEMENTS

The parties have not entered into any verbal agreements in relation to this assignment contract. Modifications or amendments to this assignment contract (including this written form requirement) are only effective if made in writing.

### 17.4 SEVERABILITY CLAUSE

If one or more provisions of these General Terms of the Assignment Contract are or become ineffective, the effectiveness of the remaining provisions will remain unaffected.

Ineffective provisions shall be replaced by provisions that correspond as closely as possible to the intended purpose of the ineffective provisions.

### 17.5 APPLICABLE LAW

All matters not provided for in these General Terms of the Assignment Contract are subject to the provisions of the Recruitment and Hiring of Services Act (AVG), the Labour Act (ArG) and its ordinances, the law on employment contracts (Art. 319 et seq. OR) and the applicable generally binding Collective Labour Agreement for the hiring of personnel or another Collective Labour Agreement applicable to the specific assignment.

### 17.6 PLACE OF JURISDICTION

Any legal action under employment law shall be initiated at the court holding jurisdiction over the respondent's place of residence or usual place of work (Art. 34 para. 1 CPC - Civil Procedure Code). Persons seeking employment and workers may also elect to initiate legal action at the court holding jurisdiction over the place of the contracted labour hire company's registered office (Art. 34 para. 2 CPC). Persons seeking employment or workers are not authorised to waive the prescribed jurisdictions in advance (Art. 35 para. 1 lit. d CPC).

