

Workforce Planning Terms & Conditions for Clients

(Switzerland, version as of July 2025)

These Workforce Planning Terms and Conditions for Clients (“**WFP Client Terms**”) apply to the relationship between a company (“**Client**”) and Coople (Switzerland) Ltd. (“**Coople**”) in connection with the Workforce Planning solution (“**WFP**”) where the Coople Flexwork Platform is used by the Client to plan shifts and assign them to its internal workers. “**Internal Workers**” are workers who are either employed by the Client or in another contractual relationship with the Client and onboarded and assigned to shifts through WFP.

Coople operates the website www.cooiple.com as well as two separate Coople apps – one for workers and one for businesses. The website and apps together form the Coople Flexwork Platform (“**Platform**”).

For the avoidance of doubt, these WFP Client Terms do not apply for any assignments in the context of the other solutions (Temp Staffing, Payrolling), whose purpose is staff leasing and where Coople will be a worker’s legal employer (the respective terms and conditions can be found in the [“General terms of the leasing agreement and for assignments via Coople”](#)).

1. Purpose of Workforce Planning

The Client will be able to use WFP for various aspects of staff planning. This includes organizing work shifts, checking the availability of Internal Workers and tracking working hours.

2. Specific conditions for Workforce Planning

- 2.1 The Client is responsible for all rights and obligations arising from the employment or other contractual relationship between them and the individual Internal Worker. With regards to WFP, **Coople is not the Internal Workers’ legal employer** and will only act as a software provider. **The (existing) contractual working relationship between the Client and the individual Internal Workers is not affected in the context of WFP.**
- 2.2 Salaries, other remunerations or fees to the Internal Workers will be paid by the Client according to the contract between the Client and the respective Internal Worker. Coople is not responsible for this payment process. It is possible that salaries, remunerations or fees are not correctly displayed on the Platform. This has no legal effect and does not imply any changes to the agreed salaries, remunerations, or fees between the Client and the respective Internal Worker.
- 2.3 The Client is the sole party responsible for the respective Internal Workers in the context of WFP, whether they are employees or contractors, with all rights and obligations arising from their contractual relationship. This generally includes the right to issue instructions, supervision and due diligence. The payroll and expenses payment of the Internal Workers (including any allowances), as well as the handling of accidents, illness, holidays and other absences is completely handled by the Client. The same holds for the entire processing of social security contributions and other statutory payroll deductions.
- 2.4 In addition, the Client is responsible for ensuring compliance with employment-related laws concerning Internal Workers. For example, the Client and not Coople is responsible for verifying that Internal Workers are legally permitted to work in Switzerland. Coople is also not responsible for checking the qualification and suitability of Internal Workers for specific jobs or roles.
- 2.5 In the course of providing WFP, Coople may gain insight into the Client’s staffing patterns and operational needs (e.g. shift volume, coverage gaps, demand trends). The Client acknowledges and agrees that Coople may use such non-personal, aggregated or anonymized information to optimize or support its services, particularly its staff leasing solutions. Coople will not disclose any Client-identifying information to third parties without prior written consent of the Client.

3. Pricing and payment terms

- 3.1 For WFP, the Client can choose from different subscription plans, while up to a certain usage limit, a free plan is available.
- 3.2 The Client can choose between a monthly and an annual subscription.
- 3.3 The plan allocation and pricing applicable for the Client is based on the pricing matrix published on Coople's website. A separate WFP order form may be concluded to confirm the Client's subscription plan and price allocation, particularly in cases where free usage limits are exceeded.
- 3.4 The applicable subscription is determined at a company account level, identified by a unique company ID on the Platform. For Clients that are part of a company group with a group account structure on the Platform (consisting of a root account and sub-accounts), the subscription may either apply at the sub-account level (limited to that specific sub-account) or at a group level (extending to all sub-accounts linked to the root account).
- 3.5 The relevant metric for the pricing is the subscription plan chosen by the Client. Clients may have a larger pool of Internal Workers onboarded to WFP, but only the number of unique Internal Workers that are assigned to shifts starting within the relevant calendar month counts toward the subscription metric. For the avoidance of doubt, if the number of unique Internal Workers assigned to shifts via WFP is lower than what is included in the current subscription level during a billing period (monthly or annual, depending on the subscription type), the subscription fee will still be invoiced according to the subscription level chosen by the Client. The Client may request a change of subscription level by giving notice to Coople as per the notice periods outlined in section 4 below.
- 3.6 All fees are exclusive of VAT. The statutory VAT rates will be charged on all invoiced amounts.
- 3.7 The subscription fee will be billed monthly for monthly subscriptions and annually for annual subscriptions. The invoices are sent to the Client by email. Invoices are due for payment within 10 days net from the invoice date.
- 3.8 If a payment owed to Coople is not paid by the due date, the Client will automatically (i.e. without a reminder being issued) come into payment default. Default interest of 5% p.a. will apply from the day after the due date or default date. In addition, a late payment fee of CHF 20.- will be charged for each payment default. The payment owed, as well as the default interest and the reminder fee, will be added to the next invoice.

4. Termination of a subscription

- 4.1 In general, the existing subscriptions automatically renew unless they are being terminated by the Client.
- 4.2 Monthly subscriptions can be terminated at any time for the following month by giving notice in writing to Coople (email to info.ch@coople.com). The subscription will remain active until the end of the current monthly billing period. There will be no pro-rated refunds for cancellations during the month in which they occur.
- 4.3 Annual subscriptions can be terminated to the end of the annual term by giving 3 months' notice in writing to Coople (email to info.ch@coople.com). The subscription will remain active until the end of the current annual billing period. There will be no pro-rated refunds if the termination notice arrives during the year.
- 4.4 Coople reserves the right to adjust subscription fees. An annual increase of up to 3% may be applied to reflect inflation, based on the Swiss Consumer Price Index (CPI), without triggering an exceptional termination right. In such cases, the standard termination periods apply.
For all other price increases, Coople will provide the Client with 1 month's prior notice. In such cases, the Client may exceptionally terminate the subscription with effect at the end of any month, provided notice is given within 2 months of receiving the announcement.
- 4.5 Coople reserves the right to terminate access to WFP at any time, including in cases where continued collaboration in good faith is no longer possible. There is no inherent right to use WFP or any other Coople

solution. The Client may exceptionally terminate the subscription in the event of a material breach of contract by Coople or prolonged unavailability of the service.

5. Liability

- 5.1 Under its WFP solution, Coople will only act as a software provider. This means that the Client is responsible for all rights and obligations arising from the employment or other contractual relationship between the Client and the individual Internal Worker. There is no legal relationship between Coople and the individual Internal Workers within the use of WFP. Therefore, Coople is in no way liable for compliance with employment law and other obligations arising from an employment or other contractual relationship which exists between the Client and the individual Internal Workers planned via WFP.
- 5.2 By default, WFP only applies a limited set of system-integrated compliance rules (“CRs”), particularly for break times and daily maximum working hours. The Client may opt to enable additional CRs (such as daily rest times) to assist the Client with shift planning. Coople explicitly excludes any liability with regards to the correct functioning of any CRs. The Client remains solely responsible for ensuring compliance with applicable law and must assess whether the available CRs are suitable and sufficient for their specific business or sector.
- 5.3 Coople disclaims, to the fullest extent permitted by law, any liability for errors, incomplete features, unintended outputs, or other limitations related to the software in its current form. More broadly, and to the maximum extent permitted by applicable law, Coople excludes all liability in connection with the Client’s use of WFP.
- 5.4 Coople strives to ensure that its software and its services are available to its users 24/7; however, full availability cannot be guaranteed. From time to time, maintenance or other circumstances may result in temporary downtime. In the case of planned maintenance, Coople will make reasonable efforts to inform users in advance but cannot guarantee prior notice.
- 5.5 Without prejudice to the general exclusion of liability under these terms, any liability Coople may have in connection with the provision of Workforce Planning services shall, in any calendar year, be limited to the total WFP subscription fees paid by the Client in the 12-month period immediately preceding the event giving rise to the claim.
- 5.6 All liability provisions set out in this section 5 shall remain in effect even after the termination of the WFP subscription or the end of any free use of WFP.

6. Internal Worker non-exclusivity

When onboarding Internal Workers to WFP, the Client takes note that as a default setting, Internal Workers will also be able to use the Platform for Coople’s staff leasing solutions (Temp Staffing or Payrolling) and will be able to apply or get assigned to staff leasing jobs at other companies, should they wish to do so.

The Client acknowledges that, in this context, an Internal Worker’s job history with the Client may be shared with other companies using the Platform, and that an Internal Worker’s job history with other companies may be shared with the Client.

7. Transferring workers from Coople’s pool to a Client’s internal pool

The Client has the possibility to transfer a worker previously hired via the Platform under Coople’s staff leasing solutions (Temp Staffing or Payrolling) to its own payroll, i.e. onboard them to the pool of Internal Workers. This right to transfer is available at the end of a staff leasing assignment or at any time if there is no staff leasing assignment ongoing or planned in the future. A compensation (“**Takeover Fee**”) is payable to Coople in case the staff leasing assignment has lasted less than 3 months according to Art. 22 para. 2-4 Recruitment and Hiring of Services Act (AVG). The compensation corresponds to the amount that the Client would have paid Coople for a three-month time assignment under Coople Temp Staffing or Payrolling, covering administrative expenses and profit. If the Client has already made payments toward administrative costs and profit during the course of an assignment lasting less than three months, those amounts will be credited against the Takeover Fee.

8. Direct employment of the worker and unlawful solicitation

If the Client uses the Platform to obtain the contact details of individual workers who have not yet worked for the Client through Coople's staff leasing offering (Temp Staffing or Payrolling), the Client is prohibited from employing said workers directly within the subsequent 18 months following the time when it learned of the contact details, or to contact said workers in connection with such a direct employment. The Client shall be liable for a contractual penalty in the amount of CHF 5,000.- per worker per breach of the above prohibition.

In case the Client solicits a temporary worker during an ongoing employment relationship with Coople and/or causes a temporary worker to breach or discontinue an assignment or an ongoing employment relationship with Coople (or contributes to or attempts such breach or discontinuation), the Client shall be liable for a contractual penalty in the amount of CHF 5,000.- per worker and per solicitation or solicitation attempt. The same contractual penalty shall apply per temporary worker in case of a systematic solicitation of a multitude of workers or in case of solicitation of one or several key employees.

9. Minimum age of Internal Workers

The Client takes note that Internal Workers can only be onboarded to WFP from the age of 18 onwards.

10. Data protection

Information on how Coople processes personal data is available in the [Privacy Policy](#) published on the Platform and Coople's website. The Privacy Policy may be amended from time to time.

The parties acknowledge that, for the purposes of applicable data protection law, Coople and the Client each act as independent data controllers in relation to the personal data of Internal Workers. This applies even if the same data is exchanged or processed by both parties, as each party determines the purposes and means of processing separately.

11. Intellectual property

All intellectual property rights with respect to WFP belong to Coople Global Services AG, domiciled in Zurich, Switzerland. Through the use of WFP by the Client and its provision through Coople (Switzerland) Ltd., no change of ownership will occur.

12. Final Provisions

12.1 Provisions regarding precedence

If a provision in the WFP Client Terms in English contradicts a provision in the WFP Client Terms in German, the German version takes precedence.

12.2 Additional agreements

The parties have not entered into any verbal agreements in relation to the WFP Client Terms. Modifications or amendments to these terms are only effective if made in writing.

12.3 Severability clause

If one or more provisions of these WFP Client Terms 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.

12.4 Applicable law

These WFP Client Terms and all related legal matters are governed by the laws of Switzerland.

12.5 Place of jurisdiction

The place of jurisdiction is the place of Coople's registered office (as per the commercial register).