

GENERAL TERMS OF THE TEMPORARY EMPLOYMENT CONTRACT (AS OF 31 OCTOBER 2018)

Coople is licensed by the Canton of Zurich and SECO (State Secretariat for Economic Affairs) to offer temporary employment and recruitment services for assignments exclusively within Switzerland. The licensing authority is the Office for Labour and Commerce of the Canton of Zurich, Neumühlequai 10, P.O. Box, 8090 Zurich, Switzerland and SECO – Free Movement of Persons and Labour Relations Division, Department for Labour Hire and Recruitment Services, Holzikofenweg 36, 3003 Berne, Switzerland, for assignments outside of Switzerland.

BACKGROUND

Coople operates the website www.coople.com (hereinafter 'website') and the Coople app (hereinafter 'app'), which use largely automated methods to match job seekers registered with Coople to clients for assignments that are **exclusively located within Switzerland** (so-called matching).

For Coople to hire out workers to a company, the client company must register the assignment together with the necessary details on the website or in the app (hereinafter 'assignment profile'). After creating an assignment profile and defining the search criteria, the Coople system will enquire with suitable workers regarding their level of interest in the assignment (an expression of interest is binding for candidates). Candidates who have expressed an interest in the assignment will be proposed to the client company. The client company may then select those workers it wishes to hire for the proposed assignment. Interested candidates will receive a letter informing them of their acceptance or refusal for the assignment. The system can also send out letters of refusal automatically to candidates meeting certain criteria (i.e. assignment has already been closed, necessary workers already hired).

1. COLLECTIVE LABOUR AGREEMENT ("CLA")

The client company is required to state whether it is subject to a CLA (Collective Labour Agreement) at the time of registering on the website. Based on this information, Coople will make the prescribed statutory contribution payments for all assignments where necessary. If the client company fails to specify that it falls under a Collective Labour Agreement, or if it provides incorrect or incomplete information, the client company will be required to pay Coople a contractual penalty in the amount of CHF 5'000.--.

Coople reserves the right to claim additional damages resulting from violations of this obligation.

2. REQUIREMENTS CONCERNING THE HIRED PERSONNEL AND ASSIGNMENT PROFILE

The worker(s) proposed for the assignment by the Coople system meet(s) all specific requirements defined by the client company for the specific assignment.

The client company defines its requirements for the worker(s) in the assignment profile. The assignment profile must contain the following information:

- Type of work;
- Location of the assignment in Switzerland;
- Assignment start date;
- Duration of assignment;
- Wage, any additional allowances.

3. PAYMENT FOR THE ASSIGNMENT

The client company will pay Coople the gross wage of the hired worker multiplied by the agreed factor (hereinafter 'payment' in the following).

The payment includes the worker's wage after taxes, all social security and insurance contributions payable by the hired worker and Coople (contributions for AHV, IV, EO, ALV, BVG, non-occupational accident insurance, daily sickness benefits insurance, CLA contributions), any applicable compensation for accrued leave entitlements or public holidays, compensation for the 13th monthly wage, as well as the fee charged by Coople for its temporary employment services.

All other payments, such as allowances, expenses, fringe benefits and VAT, are payable in addition.

4. PAYMENT TERMS

Assignments are usually invoiced weekly and sent to the client company by email. Invoices are due for payment within 10 days

net from the invoice date.

5. PAYMENT DEFAULT

If a payment owed to Coople is not paid by the due date, the client company will automatically (i.e. without a reminder being issued) come into payment default and shall be liable for default interest amounting to 5% p.a. from the day after the due date or default date. The client company will also be liable for a late payment fee of CHF 20.-- for each payment default.

The payment owed, as well as the default interest and the reminder fee, will be added to the next invoice.

6. WORKER'S INABILITY TO WORK, NO-SHOW

In the event that a worker who has accepted an assignment with the client company is unable to work due to illness, accident, etc., Coople will offer alternative suitable workers to the client company within a reasonable period and following notification by the client company. If the client company fails to select a replacement from among the proposed workers within the specified period, then the worker determined by Coople shall be deemed as accepted by the client company. The provisions of the temporary employment contract will be deemed to have been amended accordingly.

7. LIABILITY FOR DAMAGES

The workers provided by Coople are not assigned to the client company on the basis of a contract for work or services. Coople accepts no liability whatsoever towards the client company for the results of the work performed by its hired workers.

The worker will be liable towards the client company for any damage or loss caused by the worker's wilful intent or negligent conduct. The client company shall cover any damage or loss incurred by the worker at the assignment location due to ordinary negligence. The client company shall be liable for any damage or loss incurred by third parties as a result of the worker's actions. The client company will in particular be liable for damage or loss incurred by third parties or for vehicle damage caused by the worker during the course of the assignment. Coople assumes no liability whatsoever for damage or loss caused by the worker. The client company is responsible for taking out the necessary insurance.

8. AUTHORITY TO GIVE INSTRUCTIONS, OCCUPATIONAL HEALTH AND SAFETY

The client company has the exclusive authority to issue instructions to the hired worker and to supervise the performance of their work. The client company is responsible for ensuring compliance with occupational health and safety requirements and, in particular, shall observe the policies and statutory requirements concerning occupational health and safety.

The employment may only be terminated by Coople.

The client company undertakes to notify Coople promptly in writing of any occurrences that may justify the immediate dismissal of the worker.

9. TERMINATION AND CANCELLATION

9.1 NOTICE PERIODS

The client company may cancel its registration on the website or the app at any time, provided that no temporary employment contract has been concluded.

If a temporary employment contract with an indefinite term has been concluded, either party may terminate this agreement by observing the following notice periods:

- Duration of assignment: Notice period:
- 1-3 months: 2 working days
 - 4-6 months: 7 calendar days
 - 7 months or longer: 1 month, with effect on the same day of the following month.

If there is a gap of less than 3 weeks between individual temporary employment contracts for the same worker, then the individual temporary employment contracts shall be deemed as one uninterrupted temporary employment contract with regard to the applicable notice period. Periods of absence due to illness or accident will not be deemed an interruption.

If a temporary employment contract with a limited term has been agreed, this agreement will expire at the end of the term without having to be terminated. However, the agreement may be terminated in writing by either party with the same notice periods as prescribed for the temporary employment contract that has an indefinite term.

Coople must observe the same notice periods towards the worker. The client company therefore undertakes to notify Coople of its intentions at least **2 working days** prior to the intended termination of the temporary employment contract.

The client company cannot dismiss the worker. Only Coople has the legal right to terminate the employment relationship with the worker.

9.2. CONSEQUENCES OF A TERMINATION

In the event that the temporary employment contract is terminated, all unpaid invoices from Coople will fall due for immediate payment and the client company will automatically be placed in payment default (i.e. without a reminder being issued).

9.3 CANCELLATION / POSTPONEMENT OF AN ASSIGNMENT PRIOR TO THE START DATE

If the client company cancels a confirmed assignment before the first day of work, the assignment will be cancelled with a notice period of 2 days from the assignment start date.

If the workers in question cannot be employed elsewhere at short notice, the client company must pay the terminated workers' wage for the duration of the notice period, or the difference between the daily wage of the assignment and the daily wage that the workers could earn at another company, along with a processing fee, which is currently CHF 20.--.

Where several workers are appointed for an assignment, e.g. taking of inventory, summer sales, Black Fridays, etc., a maximum of 20% of the confirmed workers can be cancelled before the first day of work.

The assignment start date can only be postponed to another date without incurring a charge if the already confirmed workers agree with the postponement. Otherwise, the same costs as for a cancellation will be incurred.

10. OBLIGATIONS OF THE CLIENT COMPANY

10.1 COMPLIANCE WITH STATUTORY REQUIREMENTS

The client company undertakes to observe the statutory requirements as well as any Collective Labour Agreement applicable to the worker. In particular, the client company shall observe the requirements of the Labour Act relating to overtime work. 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.

In addition, the client company is required to create shift rosters that comply with the legal provisions regarding work breaks and resting times and to ensure that these are complied with by its workers.

If the client company again breaches the statutory requirements regarding the maximum working time after receiving a written warning, the client company shall be liable without limitation to Coople for the resulting damage, e.g. potential recourse claims by the accident or daily sickness benefits insurance, fines, etc. Coople reserves the right to assert further claims for damages arising from the violation of this obligation.

10.2 WORK EQUIPMENT AND WORKPLACE SAFETY

The client company undertakes to make the equipment, tools, materials, machinery, etc. that are necessary for the assignment available to the worker. The client company is responsible for taking all necessary safety measures and, in particular, for briefing the worker accordingly. Costs incurred for personal protective equipment will be borne by the client company.

10.3 APPROVAL / LOGGING OF WORK HOURS

The client company must confirm the worker's hours at the end of the assignment.

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 confirm the hours entered by the worker.

If the worker did not enter the work hours correctly, the client company can reject the entry and amend and confirm the hours, whereby it must always provide its reasons for doing so. The worker will then be informed of the change to the work hours.

If the number of work hours according to the worker does not correspond to those of the client company on the website or in the app and/or in any work report, the worker may object to Coople in writing within 5 working days of the client company entering the work hours on the website or in the app; in such case, the worker must provide the signed mission report together with the objection. In this 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, or the approved work hours, will be deemed

approved by the client company and will form the basis for the invoice.

If the worker fails to enter their work hours on the website or in the app within the prescribed time, the hours planned for the assignment profile 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 invoice.

If the client company fails to approve the work hours on the website or in the app in a timely manner, the work hours duly recorded by the worker or the planned working hours for the assignment on the website or in the app will be deemed approved and will therefore form the basis for the invoice.

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

11. PERSONNEL ACQUIRED THROUGH SMARTHIRE

The temporary worker may transfer to the client company at the end of the assignment. Compensation is payable for assignments of less than 3 months that took place within the last 3 months (Art. 22 para. 2-4 AVG Recruitment and Hiring of Services Act). The compensation amount will be determined by Coople on a case-by-case basis. The compensation is limited to the amount that the client company would have paid Coople for a three-month time assignment, covering administrative costs

and earnings. Payments received for administrative expenses and profit will be credited for assignments of less than three months.

12. DIRECT EMPLOYMENT OF THE WORKER

If the client company uses the Coople platform to obtain the contact details of individual workers who have not yet worked for the client company through Coople, the client company is prohibited from employing said workers directly within the subsequent 12 months. The client company shall be liable for a contractual penalty in the amount of CHF 5'000.-- per worker if it employs the workers in breach of the above prohibition.

13. FINAL PROVISIONS

13.1 INCEPTION AND SCOPE OF A TEMPORARY EMPLOYMENT CONTRACT

If one or a number of workers have accepted an assignment as outlined in the assignment profile, Coople will make the relevant temporary employment contract together with the assignment details available for the client company to download, print and sign via the website or in the app.

The client company is required to sign the temporary employment contract and return it to Coople. **The temporary employment contract automatically comes into force and is valid upon electronic confirmation.** It will be reconfirmed once either Coople has received a copy of the temporary employment contract signed by the client company or upon the worker(s) starting the assignment.

In the case of conflicting provisions concerning a specific assignment, the provisions stipulated in the general terms of the temporary employment contract will prevail.

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

13.2 APPLICABILITY OF THE WEBSITE USE, PRIVACY AND COOKIES POLICY AND THE DATA PROTECTION PROVISIONS

The Website Use, Privacy and Cookies Policy (hereinafter 'GTC'), which are accepted by the client company when using or registering on the website or in the app, shall apply and may be amended from time to time. The client company is made aware of the requirements according to section 2.3 (specific conditions for client companies), section 2.4 (agents in particular) and section 3 GTC (registration of users).

13.3 OFFSETTING

The client company and Coople hereby waive their rights to offset any receivables against claims.

13.4 APPLICABLE LAW AND PLACE OF JURISDICTION

This temporary employment contract is governed by Swiss law and the following sources in particular:

- Collective Labour Agreement for temporary employment or the Collective Labour Agreement applying to the assignment
- The Recruitment and Hiring of Services Act (AVG) and its ordinances
- The Labour Act (ArG) and its ordinances
- The law on employment contracts (Art. 319 et. seq. OR)

The place of jurisdiction is the place of Coople's registered office.