

GENERAL TERMS OF THE LEASING AGREEMENT AND FOR ASSIGNMENTS VIA COOPPLE (AS OF NOVEMBER 2024)

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 Economy of the Canton of Zurich, Department for Labour Conditions, Vulkanstrasse 106, 8090 Zurich, Switzerland and SECO - Free Movement of Persons and Labour Relations Division, Department for Placement and Hiring of Services (PAVV), Holzikofenweg 36, 3003 Berne, Switzerland, for assignments outside of Switzerland.

BACKGROUND

Coople operates the website www.coople.com (hereinafter "website") as well as the "Coople for Business App" for clients and the "Coople Jobs App" for workers (hereinafter "apps"). The website and apps together form the "Coople platform". Users who register through these, which use largely automated processes, are brought together for assignments **exclusively in Switzerland** (so-called matching).

For Coople to hire out workers to a client company, the client company must record the assignment together with the necessary details on the website or in the Coople for Business App (hereinafter "assignment profile"). After the assignment has been recorded and the relevant search criteria have been defined, the Coople platform will ask suitable workers whether they are interested in an assignment (an expression of interest is binding). Candidates who have expressed an interest in the assignment will be proposed to the client company. Generally, the client company may then select the particular worker(s) it would like to hire for the assignment from the proposed workers. In the case of a successful appointment the interested workers receive a confirmation for the assignment. The Coople platform can also send automatic refusals or not consider a particular worker, when certain criteria are met (i.e. assignment is already over, necessary workers already hired). In certain cases, the Coople platform may provide that certain workers who express their interest can be hired automatically without the client company being able to make a selection ("auto-hire"). From the worker's point of view, an assignment advertised with auto-hire leads to immediate employment.

1. COLLECTIVE BARGAINING AGREEMENT ("CBA")

The client company is required to state whether it is subject to a CBA (Collective Bargaining Agreement) at the time of registering. Based on this information, Coople will charge the prescribed statutory contribution payments for all assignments where necessary. If the client company fails to specify that it falls under a CBA 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 assert further claims for damages arising from the violation of this obligation.

2. REQUIREMENTS CONCERNING THE HIRED PERSONNEL AND ASSIGNMENT PROFILE

The worker(s) proposed for the assignment by the Coople platform generally meet(s) the specific legitimate requirements defined by the client company for the specific assignment. The client company specifies its requirements for the worker(s) in the assignment profile.

The following information must be included in the assignment profile:

- Type of work to be performed;
- Assignment location (in Switzerland);
- Assignment start date;
- Duration of assignment;
- Wage, any additional allowances.

3. PAYMENT FOR THE ASSIGNMENT

The client company will pay Coople the net wage of the hired worker, plus holiday allowance, public holiday allowance and 13th monthly salary supplement of the worker concerned, multiplied by the agreed factor (hereinafter "payment"). The payment includes the following contributions:

- Wage incl. employer contributions for AHV, IV, EO, ALV, UVG, KTG, BVG, GAV contributions
- Administrative costs in the event of accident or illness
- Payroll administration and administration of social insurance schemes
- Compensation for accrued holiday entitlements, public holidays, and the 13th monthly wage
- Recruitment and resulting third-party costs

- Supporting and instructing the staff of the client company regarding the use of the Coople platform (provided this is within the scope of the normal support efforts)

The following services are excluded from the payment and will be charged accordingly when incurred:

- Expenses to which the worker is legally entitled (without multiplication by the factor)
- All statutory surcharges to which the worker is legally entitled (with multiplication by the factor)
- Special benefits agreed in advance

All terms are exclusive of VAT. The statutory VAT rates will be charged on all invoiced amounts.

4. PAYMENT TERMS

Assignments are usually invoiced weekly. The invoices are 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. ABSENCE OF WORKERS, NO-SHOW

If 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. If the client company does not select a replacement from the workers offered within a reasonable period, the worker designated by Coople shall be deemed to have been approved. The provisions of the leasing agreement will be deemed to have been amended accordingly. In all cases where Coople hires a worker on behalf of the client company, the general terms of the leasing agreement will be applicable and be deemed as accepted by the client company. This also applies to auto-hire.

7. LIABILITY FOR DAMAGES

Coople is in no way liable to the client company for the result of the services rendered by the leased personnel. Coople is liable only for the proper administrative handling of the leasing and payroll/invoicing as well as the careful review of the right to work of workers as part of the onboarding process.

All liabilities of Coople towards the client company in one calendar year are capped in total at the average monthly gross profit generated by Coople with the client company affected by the liability ("Monthly GP"). The Monthly GP is calculated as the average of the gross profits of each month of the last 12 months rolling period, meaning the 12 calendar months immediately preceding an event initiating a liability payment. The gross profit of Coople consists of the generated revenue with the leased personnel less any salary, bonuses, benefits, remuneration, social insurances taxes or payments of any kind.

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 appropriate insurance policies.

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 client company grants Coople the right to visit and inspect assignment locations at its own discretion. This is done for the purpose of checking whether the statutory health and safety regulations and other relevant provisions are being complied with.

The employment may only be terminated by Coople. The client company undertakes to notify Coople immediately

in writing of any occurrences that may justify the immediate dismissal of the worker (via email to info.ch@coople.com).

9. TERMINATION AND CANCELLATION

9.1 NOTICE PERIODS

The client company may cancel its registration on the website or the Coople for Business App at any time, if no leasing agreement has been concluded. If a leasing agreement with an indefinite term has been concluded, either party may terminate this agreement by observing the following notice periods:

- During the first 3 months: 2 working days;
- From the 4th up to and including the 6th month: 7 calendar days;
- From the 7th month: 1 month, always on the same day of the subsequent month.

If a leasing agreement with a limited term has been agreed, this agreement will generally expire at the agreed end of the term without having to be terminated (subject to the circumstances described in the following section). However, the agreement may be terminated in writing by either party with the same notice periods as prescribed for the leasing agreement that has an indefinite term.

If there is a gap of less than 3 weeks between individual leasing agreements for the same worker, then the individual leasing agreements **will be treated as a single, uninterrupted leasing agreement, both with respect to the duration of the assignment and the applicable notice period.** Periods of absence due to illness or accident will not be deemed an interruption. **This means that if a leasing agreement with a limited term has been concluded subsequent to one or more related leasing agreements, the applicable notice periods for the entire duration of the assignment must be observed. The said leasing agreement with a limited term does therefore not end at the end of the intended duration, but must be terminated by observing the applicable notice periods and will otherwise continue to run.**

Coople must observe the same notice periods towards the worker. The client company therefore undertakes to inform Coople of its intention in writing (via e-mail to info.ch@coople.com) at least one working day before the latest date on which notice of termination must be given to the worker to meet the required notice period. In order to comply with a notice period of 2 full working days, notice of termination must generally be given 3 working days before the date of termination. Therefore in this case the client company must inform Coople in writing at the latest 4 working days before the date of termination. If this duty to inform is not observed, the client company must bear the resulting costs. The client company has no right to terminate the employment relationship with the worker. This is the exclusive right of Coople.

9.2. CONSEQUENCES OF A TERMINATION

In the event that the leasing agreement 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 ITS 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 working days from the assignment start date.

If the cancelled workers 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 client company, along with a processing fee, which is currently CHF 20.-.

Where more than 4 workers are appointed for an assignment, e.g. taking of inventory, summer sales, Black Fridays, etc., a maximum of 20% of the hired workers can be cancelled before the first day of work.

The assignment start date can only possibly 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 Bargaining Agreements applicable to the workers. In particular, the client company shall observe the requirements of the Labour Act (ArG) relating to statutory overtime (Überzeitarbeit). 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 (ArG) or the Collective Bargaining Agreement are generally considered statutory overtime (Überzeitarbeit). Workers are usually compensated for statutory overtime with a supplement of 25%. 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 the 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 OCCUPATIONAL HEALTH AND 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 AUTO-HIRE

With the auto-hire function (as already explained), certain workers who express an interest are automatically hired without the client company being able to make a selection. Auto-hire can be used in particular to replace workers who are absent or for relatively short-notice assignments. The client company is responsible for reviewing the settings on the Coople platform and disabling these or similar functions, where possible, if they are not desired. The automatic hiring of workers via auto-hire is binding, and any costs thus incurred are to be borne by the client company.

10.4 APPROVAL / LOGGING OF WORK HOURS

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

The worker must enter and confirm their effective hours, ideally according to the mission report signed by the client company, on the website or in the Coople Jobs 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. In any case, all hours from the previous week must be approved by the client company by Tuesday of the following week (at the end of the business day) at the latest. **After the 48 hours have passed, the hours recorded by the worker or stored on the Coople platform can be (automatically) approved by Coople.**

If the client company fails to approve the work hours on the website or in the Coople for Business 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

Coogle Jobs App will be deemed approved and will therefore form the basis for the invoice. 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 apps and/or in any mission 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 Coople for Business App; in such case, ideally the worker will provide the signed mission report. 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 recorded on the website or in the Coople for Business App by the client company, or the approved work hours, will generally be deemed approved by the worker and will form the basis for the invoice. Notwithstanding the above, the client company must indemnify Coople if workers assert wage claims on a legally legitimate basis.

If the worker fails to enter their work hours on the website or in the Coople Jobs 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 Coople for Business App. These work hours will then be deemed approved and will form the basis for the worker's remuneration. Notwithstanding the above, the client company must indemnify Coople if workers assert wage claims on a legally legitimate basis.

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

11. PERSONNEL ACQUIRED THROUGH CoopleRECRUIT

The leased worker has the right to transfer to the client company at the end of an assignment. A compensation ("takeover fee") is payable for assignments of less than 3 months and that took place within the last 3 months (Art. 22 para. 2-4 Recruitment and Hiring of Services Act (AVG)). The compensation corresponds to the amount that the client company would have paid Coople for a three-month time assignment, covering administrative expenses and profit. Compensation already paid for administrative expenses and profit will be credited if the assignment lasted less than three months.

12. DIRECT EMPLOYMENT OF THE WORKER AND UNLAWFUL SOLICITATION

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 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 company 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 company 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 company 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 worker in case of a

systematic solicitation of a multitude of workers or in case of solicitation of one or several key employees.

13. PROVISIONS REGARDING PRECEDENCE

A framework agreement (including appendices) that is concluded with the client company or with the corporate group associated with the client company, and the terms and conditions set out therein, is fully applicable. In case of discrepancies, the terms and conditions of such a framework agreement take precedence over a leasing agreement (incl. its general terms) generated through the Coople platform.

In case of discrepancies between the provisions related to a specific assignment and the general provisions of the leasing agreement, the latter shall prevail.

If a provision in the general terms of the leasing agreement in English contradicts a provision in the general terms of the leasing agreement in German, the German version takes precedence.

14. FINAL PROVISIONS

14.1 CONCLUSION AND SCOPE OF A LEASING AGREEMENT

If one or a number of workers have accepted an assignment as outlined in the assignment profile, Coople will make the relevant leasing agreement together with the assignment details available for the client company via the website or in the Coople for Business App to download, print and sign. The client company is required to sign the leasing agreement and return it to Coople. However, the leasing agreement already comes into force and is valid upon electronic confirmation. It will be reconfirmed once either Coople has received a copy of the leasing agreement signed by the client company or upon the worker(s) starting the assignment.

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

The Website and Apps Use, Privacy and Cookies Policy (hereinafter "Policy"), which are accepted by the client company when using or registering on the website or in the Coople for Business app, shall apply and may be amended from time to time. In particular, the client company shall be aware of its obligations according to section 2.3 (specific conditions for client companies), section 3 (registration of users) and section 4 of the Policy (registration of workers and client companies via the agent).

14.3 OFFSETTING

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

14.4 APPLICABLE LAW AND PLACE OF JURISDICTION

This leasing agreement is governed by Swiss law and the following sources in particular:

- Collective Bargaining Agreement for Staff Leasing or the Collective Labour Agreement applying to the assignment
- The Recruitment and Hiring of Services Act (AVG) and its ordinance
- 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.