

GENERAL TERMS AND CONDITIONS FOR THE ASSIGNMENT OF WORKERS

(VERSION OF 12 FEBRUARY 2020)

BACKGROUND

Coople (Netherlands) Temp Staff B.V. ("Coople") is a temporary employment agency ("*uitzendbureau*") registered at the Trade Register of the Dutch Chamber of Commerce under registration number 76575373. Coople operates the website 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 the Netherlands** (so-called matching).

A client company ("*inlener*") looking to hire a worker ("*uitzendkracht*") 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. Candidates who have expressed their interest will be proposed to the client company as temporary workers for the assignment (an expression of interest is binding). 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). These general terms and conditions for the assignment of workers (hereinafter 'general terms and conditions') and the current Collective Labour Agreement for Temporary Agency Workers of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) (hereinafter 'NBBU CLA') are applicable to a worker's registration with Coople and any assignment following the worker's registration with Coople. A copy of these general terms and conditions and the NBBU CLA are available on the website and in the app.

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

After completion of the worker's registration with Coople, Coople is not required to offer any assignment to the worker and the worker is not required to accept any assignment Coople may offer. A new temporary 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

By accepting an assignment, the worker confirms that he/she is (i) in possession of either a valid passport or identity card and (ii) entitled to work in the Netherlands pursuant to its EU/EEA member state or Swiss nationality or pursuant to a valid work permit at the time of the assignment and the worker gives Coople its express consent to share the identification document/work or residence permit with the client company to the extent required by law.

Coople must be informed in writing or by email to info.nl@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, the worker shall be liable to pay Coople a contractual penalty of EUR 1500.-. In either case, Coople reserves the right to claim additional consequential losses resulting from violations of these provisions.

4. INFORMATION ON THE ASSIGNMENT

The assignment details will be provided to the worker by email or via the app. The worker may accept an assignment under the conditions stated in the assignment details. Once the worker has accepted an assignment on the website or in the app as outlined and has been hired by the client company, a temporary assignment contract ("*uitzendovereenkomst*") will be sent to the worker. This contract confirms the conditions of the assignment as accepted by the worker.

The temporary assignment contract contains the assignment details in accordance with the NBBU CLA. The wage stated in the contract is before taxes and is based on the client company's remuneration in accordance with the NBBU CLA.

5. PHASE SYSTEM

The worker's contractual relationship with Coople and resulting rights and conditions will be determined in line with the phase system based on the NBBU CLA, consisting of phases 1-2, 3 and 4 (the phase allocation depends on number of working weeks worked for Coople). Phase 1-2: the first 78 weeks during which the worker actually works for Coople at a client company are referred to as phase 1-2 within the meaning of the NBBU CLA. Unless otherwise agreed upon and explicitly confirmed by Coople, in phase 1-2 the worker will always be employed by Coople on the basis of a temporary assignment contract with agency clause ("*uitzendovereenkomst met uitzendbeding*"). Unless otherwise agreed upon and explicitly confirmed by Coople, the worker who has completed phase 1-2 shall not be eligible for any further assignments for a period of 6 months. After this period of 6 months, during which the worker has not worked for Coople at a client company, phase 1-2 shall commence again and the worker shall be eligible again for assignments at a client company on the basis of a temporary assignment contract with agency clause with Coople.

Phase 3: the worker who continues to work for Coople after completion of phase 1-2, or starts working for Coople again within 6 months after completing phase 1-2, enters into phase 3 within the meaning of the NBBU CLA. Unless otherwise agreed and explicitly confirmed by

Coople, the worker will be offered a temporary secondment contract ("*detachingsovereenkomst voor bepaalde tijd*") with Coople. Phase 3 may take up to 4 years. During this period of 4 years, a maximum of 6 temporary secondment contracts may be agreed upon between the worker and Coople.

Phase 4: the worker who continues to work for Coople after completing phase 3, or starts working for Coople again within 6 months after completion of phase 3, enters into phase 4 within the meaning of the NBBU CLA. In phase 4 the worker will be offered a permanent secondment contract ("*detachingsovereenkomst voor onbepaalde tijd*").

6. TEMPORARY ASSIGNMENT CONTRACT WITH AGENCY CLAUSE (PHASE 1-2)

During an assignment, the worker shall be employed by Coople on the basis of a temporary assignment contract with agency clause ("*uitzendovereenkomst met uitzendbeding*"). The agency clause, as defined hereunder, means the assignment ends as of the moment the worker is not performing the assignment for whatever reason.

The temporary assignment contract ends by operation of law: (i) if and as soon as the assignment is terminated at the client company's request; (ii) in case of completion of phase 1-2; and/or (iii) on the date the worker becomes entitled to a state old-age pension or similar, (iv) on the agreed termination date; unless otherwise agreed upon and explicitly confirmed by Coople. The temporary assignment contract is deemed to have been terminated at the client company's request if and as soon as the worker is unable to perform the work due to incapacity for work.

No temporary assignment contract shall exist between Coople and the worker between assignments. The temporary assignment contract enters into effect on the date the worker actually starts to work for Coople at the client company.

The temporary assignment contract with agency clause can also be qualified as an on-call contract (*oproepovereenkomst*).

Each temporary assignment contract is explicitly confirmed to the worker by Coople. The worker will receive a notification or an email as soon as a (new) contract is available in the app. In the event that the worker is of the opinion that the confirmation is not correct, he/she should explicitly notify Coople accordingly as soon as possible and ultimately within 3 calendar days. If the worker fails to respond within this period, Coople assumes the worker's approval, which means that the content of the relevant contract is approved and is then final.

7. TEMPORARY SECONDMENT CONTRACT (PHASE 1-2 OR 3)

The temporary secondment contract enters into effect on the date as set forth in the temporary secondment contract or – in the event that the worker, only after approval by Coople, continues to work after completion of phase 1-2 – upon the effective date of phase 3 in accordance with the NBBU CLA.

Each temporary secondment contract in any case shall end by operation of law: (i) upon completion of phase 3; and/or (ii) on the date the worker becomes entitled to an old-age pension, unless otherwise agreed upon and explicitly confirmed by Coople.

No temporary secondment contract will be agreed upon between the worker and Coople unless Coople explicitly confirms this to the worker. The worker will receive a notification or an email as soon as a (new) contract is available in the app. In the event that the worker is of the opinion that the contract is not correct, he/she should explicitly notify Coople accordingly as soon as possible and ultimately within 3 calendar days. If the worker fails to respond within this period, Coople assumes the worker's approval, which means that the contract is approved and the content of the relevant contract is then final.

8. PERMANENT SECONDMENT CONTRACT (PHASE 4)

The permanent secondment contract enters into effect on the date as set forth in the permanent secondment contract or – in the event that the worker, only after approval by Coople, continues to work after completion of phase 3 – upon the effective date of phase 4 in accordance with the NBBU CLA. Only in phase 4 the secondment contract is agreed upon on a permanent basis.

The permanent secondment contract shall end by operation of law on the date the temporary worker becomes entitled to an old-age pension, unless otherwise agreed upon and explicitly confirmed by Coople.

No permanent secondment contract will be agreed upon between the worker and Coople unless Coople explicitly confirms this to the worker. Each permanent secondment contract is explicitly confirmed to the worker by Coople. The worker will receive a notification or an email as soon as a (new) contract is available in the app. In the event that the worker is of the opinion that the contract is not correct, he/she should explicitly notify Coople accordingly as soon as possible and ultimately within 3 calendar days. The worker is required to sign this contract and return it to Coople.

9. RESOLUTIVE CONDITIONS

Any temporary assignment contract and/or secondment contract ends by operation of law if and as soon as the worker does not, no longer, or not within the term agreed and explicitly confirmed by Coople:

- have the required (professional) qualifications or registration
- have a diploma or certificate as set forth in the confirmation of the relevant contract
- have successfully completed a training or course as set forth in the confirmation of the relevant contract
- have an appropriate certificate of conduct ("*verklaring omtrent het gedrag*"), if required for the assignment
- fulfil the requirements relating to integrity, reliability and/or expertise applicable to/necessary for performing the assignment at client company as apparent from the outcome of a pre-employment or integrity screening
- comply with any condition reasonably imposed by Coople and referred to in the confirmation of the relevant contract, as a result whereof meaningful assignment at the client company is not possible

- have the right to work in The Netherlands

The relevant contract sets forth the terms and conditions that are applicable, if any, setting out further specifications of the applicable resolutive conditions.

10. OBLIGATIONS OF THE WORKER

The worker must perform the work assigned to him/her in the respective temporary assignment contract or secondment 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 wage. 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.

The worker must inform Coople in time in case of changes of the worker's personal information if and insofar this is reasonably relevant for Coople to be aware of. Specifically, all information provided in the worker's profile in his/her Coople account should always be accurate. Any consequences of not informing Coople in time in this respect shall be on the worker's account.

The worker must inform Coople regarding the worker's employment history, including pension participation, before entering into a temporary assignment contract.

11. 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.

12. REMUNERATION

The gross wage and additional remuneration payable to the worker for the individual assignments is set out in the respective temporary assignment contract or secondment contract and is determined in accordance with the NBBU CLA.

The worker, employed by Coople on the basis of a temporary assignment contract with agency clause (phase 1-2), is only entitled to wage for the hours actually worked, unless otherwise agreed upon and explicitly confirmed by Coople.

12.1 LOGGING OF WORK HOURS

The worker must enter and confirm his/her 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 temporary 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 total 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 total remuneration.

12.2 PAYSLEIPS AND PAYMENT OF WAGES

With receiving payment of their wage, the worker will receive a detailed payslip listing their work hours, social security deductions, wage tax and other deductions and/or remuneration components. The worker explicitly agrees with receiving an electronic payslip. 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 per week, usually on Friday following the calendar week in which the assignment took place, if the work hours were approved (date of approval by client company is decisive). The payment will then be made electronically to the worker's bank 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.

12.3 DEDUCTIBLE SOCIAL SECURITY CONTRIBUTIONS

The worker will be paid out a net wage, i.e. gross wage after withholding statutory deductions and deductions following from any applicable Collective Labour Agreement.

12.4 TRANSITIONAL PAY

Coople will pay out accrued transitional pay (*transitievergoeding*) with every payroll run.

13. PENSION

The worker who fulfils the conditions to participate in the applicable pension fund for the temporary agency industry, shall participate in this pension fund.

14. PROBATIONARY PERIOD

No probationary shall apply to the worker employed by Coople on the basis of a temporary assignment contract with agency clause (phase 1-2). The following probationary periods apply to workers employed by Coople on the basis of a secondment contract, unless otherwise agreed upon and explicitly confirmed by Coople. In case of a secondment contract with a limited term of more than 6 months but less than 2 years a probationary period of 1 month applies. In case of a secondment contract with a limited term of more than 2 years a probationary period of 2 months applies. In case of a permanent secondment contract a probationary period of 2 months applies. The secondment contract may be terminated at any time during the probationary period by giving notice. This termination will have immediate effect. A new probationary period shall only be agreed upon in the event that a new assignment at a different client company requires other skills and competences.

15. WORKING HOURS

15.1 WORKING HOURS AND OVERTIME

Working hours are equal to the usual working hours at the client company and are in accordance with working hours legislation and/or any applicable Collective Labour Agreement. The client company is responsible for observing the working hours regulations. 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 in accordance with the applicable regulations at the client company and/or any applicable Collective Labour Agreement.

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 temporary assignment contract or secondment contract, and in particular of any changes the worker disagrees with.

15.2 BREAKS

The worker is entitled to the usual breaks as applicable within the client company and in accordance with working hours legislation and/or any applicable Collective Labour Agreement. 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.

16. HOLIDAYS

The worker accrues 16 2/3 paid hours of holiday for each full working month, equal to 25 days of paid holiday in each calendar year based on fulltime employment. Paid days of holiday are accrued on a pro-rata basis for employment periods of less than a full year.

Coople will pay out the accrued holiday and holiday allowance with every payroll run. The worker can revoke this automatic pay out by giving written notice to Coople observing a notice period of 30 days. Given the short nature of most assignments, and as there is no obligation for workers to accept assignments, the worker is expected to manage their annual leave days independently on days where they don't choose to apply for assignments with Coople.

17. TERMINATION; NOTICE PERIODS

The worker may cancel his/her registration on the Coople website or in the app at any time, with due observance of the following provisions regarding notice periods.

The worker employed by Coople on the basis of a temporary assignment contract with agency clause is permitted to terminate the assignment contract with due observance of a notice period of at least one calendar day. The worker is not entitled to any payment after such termination.

The client company has the right to terminate any temporary assignment contract at any time, also prematurely. However, the worker is entitled to payment for any shifts planned and previously confirmed in the 4 calendar days following the day the termination by the client company was received.

The temporary secondment contract may be prematurely terminated by either the worker or Coople, unless agreed upon otherwise and explicitly confirmed by Coople, as of the next working day, taking into account the statutory notice period, unless otherwise stipulated in the NBBU CLA.

Both the temporary secondment contract and the permanent secondment contract shall end by operation of law on the date the worker becomes entitled to an old-age pension.

18. TRANSFER TO CLIENT COMPANY

The worker may transfer to the client company at any time during the existence of a temporary assignment contract with agency clause or at the end of an assignment in the event of the existence of a secondment 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.

19. DATA PROTECTION

Coople 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 data associated with this assignment, including certain personal data of the worker, and to retain such data for a period of at least 5 years.

20. FINAL PROVISIONS

20.1 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, a temporary assignment contract is automatically created. This temporary assignment contract, which contains details of the specific assignment, is made available to the worker via the website or in the app to download. **However, it automatically comes into force and is valid upon electronic confirmation.** It will be reconfirmed upon the worker starting the assignment.

In the case of conflicting provisions concerning a specific assignment, the provisions stipulated in the temporary assignment contract with agency clause will take precedence.

If any provision in English contradicts a provision in Dutch, the English version takes precedence.

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

Coople'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), and section 3 (registration of users).

20.3 ADDITIONAL AGREEMENTS

The parties have not entered into any verbal agreements in relation to these general terms and conditions. Modifications or amendments to these general terms and conditions are only effective if made in writing.

20.4 SEVERABILITY CLAUSE

If one or more provisions of these general terms and conditions 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.

20.5 APPLICABLE LAW

Dutch law applies to these general terms and conditions.