

GENERAL TERMS OF THE ASSIGNMENT CONTRACT AND FOR ASSIGNMENTS VIA COOPLE (VERSION 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"). Following the recording of an assignment profile and definition of the corresponding search criteria, the Coople platform 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. 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 ("instant hire"). From the worker's point of view, an assignment advertised with "instant hire" leads to immediate employment. "Instant hire" can be used in particular to replace workers who are unavailable or for relatively short-notice assignments. The employment contract concluded via "instant hire" is subject to the same statutory, contractual and collective labour agreement regulations as a regular employment contract. This applies in particular to the notice periods.

NO OBLIGATION TO OFFER ASSIGNMENTS, NO **OBLIGATION TO ACCEPT ASSIGNMENTS**

Coople is not obliged to offer the worker any further assignment, neither by these General Terms of the Assignment Contract nor by an assignment contract. The 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.

THE SERVICE IS FREE OF CHARGE FOR THE WORKER

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

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 settled foreign nationals permit, a type-B resident foreign nationals permit (with unrestricted gainful employment) or a valid work permit at the time of the assignment.

Coople must be informed by email to permit@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. Furthermore, the worker is obliged to take all necessary steps well in advance (such as submitting documents to the authorities or sending documents to Coople) that are required to obtain or extend a work permit for an assignment. In the event that the worker breaches the information duty and duty to take action as referred to in this section, 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 if they become liable for withholding tax.

INFORMATION ON THE ASSIGNMENT, ASSIGNMENT CONTRACT

The assignment details will be provided to the worker electronically. The worker may accept an assignment under the conditions stated in the assignment details.

The assignment details and the assignment contract contain the following particulars, among others:

- Type of work to be performed;
- Assignment location (in Switzerland);
- Assignment start date;
- Duration of assignment;
- Wage, any additional allowances;
- Applicability of a Collective Bargaining Agreement ("CBA")

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
- 13th monthly wage (usually 8.33%)

ADHERENCE TO GENERALLY BINDING COLLECTIVE LABOUR AGREEMENTS ("GB-CBA")

If the client company is subject to a "GB-CBA", Coople is required to adhere to the remuneration and working time provisions set out in such agreement in its relationship with the worker. This means that those respective provisions take precedence over the generally binding Collective Bargaining Agreement Staff Leasing ("CBA Staff Leasing") and also over the General Terms of the Assignment Contract. If the client company has adopted a GB-CBA 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 that is being offered personnel for hire and its hired-out workers satisfy the requirements of the CBA Staff Leasing 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. Workers with wages above the maximum insured salary according to SUVA (currently CHF 148,200 annual salary or basic hourly wage of CHF 62.55) are not subject to the CBA Staff Leasing.

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 expressly reserves the right to claim compensation from the worker for the resulting

The worker is 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.

INSTRUCTIONS

The worker must observe the instructions given by the client company. During the assignment, the work regulation and customs at the respective client company must be observed. The statutory provisions on occupational health and safety must be observed. Important safety regulations can be viewed at any time in the Coople Help Centre (help.coople.com) by searching for the keyword "work safetv".

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 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.

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

If the worker fails to enter their work hours on the Coople platform 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 Coople platform. 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 Coople platform 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 Coople platform, by presenting 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 released on the Coople platform by the client company will be deemed approved and will form the basis for the worker's remuneration.

If the hours actually worked differ from the hours agreed in the assignment contract, only the substantiated working hours will be paid, unless the worker can prove that the client company refused to accept their work performance. Coople must be informed of such incidents immediately.

8.2. PAYSLIPS AND PAYMENT OF WAGES

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 discrepancy cannot be resolved by mutual agreement by the 2nd working day of the month immediately following the month in which the hours were approved, these hours will no longer be included in the respective payroll run.

Wages are generally paid once each month, usually on the fifth 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 exclusively electronically to the worker's bank account, post account or an alternative digital payment 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 and IBAN).

8.3. DEDUCTIBLE SOCIAL SECURITY CONTRIBUTIONS

The worker will be paid a net wage as remuneration. Deductions $\,$ are made from the gross salary for the following social benefits:

- AHV/IV/EO (old-age and survivors' insurance, disability insurance, loss of earnings compensation scheme)
- ALV (unemployment insurance)
- Non-occupational accident (NBU) Daily sickness benefits insurance (KTG)
- Occupational benefit plan (BVG) (deduction only if subject to the BVG obligation, see section 12.7)
- GAV (CBA) training and performance costs (deduction only if subject to CBA Staff Leasing, see section 5)

The currently applicable deductions as a percentage of the gross wage can be viewed at any time in the Coople Help Centre (help.coople.com) by searching for the keyword "Deductions from your wage".

These deductions are made independently of any mandatory contributions. 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 not later than three months after the beginning of the following

Contributions that are deductible for an assignment with a company that is subject to GB-CBA will, as far as possible and known, be taken into account.

PROBATIONARY PERIOD

In the case of assignments with a limited term, the first two thirds of the assignment will be a probationary period, up to a maximum of 3 months. The employment may be terminated at any time during the probationary period by giving 2 working



days' notice. A probationary period may be agreed in the assignment contract for assignments with an indefinite term.

There will be a new probationary 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. OVERTIME AND STATUTORY OVERTIME

Working hours in excess of the client company's normal working hours are considered overtime (Überstunden) 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 Bargaining Agreement are considered statutory overtime (Überzeit) if the client company has instructed the worker to work additional hours.

Staturory 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 staff at large retailers, the extra pay will only apply from the 61st hour of statutory overtime accrued in the calendar year.

The workers are responsible for ensuring that they do not exceed the maximum permitted working hours under the Labour Act – taking into account the sum of all working hours in the case of multiple employment. Coople must be informed immediately by the worker if there is a risk that the maximum permissible working hours may 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 $5\frac{1}{2}$ 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. In the case of work days of more than 9 hours of work, Art. 18 (2) ArGV1 must also be observed, which stipulates that additional breaks of a quarter of an hour each must be granted if part-time working hours before or after the lunch break exceed 5½ hours.

The client company is responsible for observing the necessar breaks. The worker is therefore required to assert their right to take a break from work directly against the client company.

11. LEAVE, PUBLIC HOLIDAYS AND SHORT ABSENCES 11.1. LEAVE ENTITLEMENT

The worker is entitled to 4 weeks of paid leave in each calendar year. Until the 20^{th} and from the 50^{th} birthday onwards, workers 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 a supplement of 8.33% or 10.6% (subject to any differing provisions of a GB-CBA); 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 working day 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 1st August (national holiday). All public holidays are compensated by a supplement of 3.2% (subject to any differing provisions of a GB-CBA); this payment forms part of the agreed gross wage.

11.3. SHORT ABSENCES

In accordance with Art, 15 CBA Staff Leasing, after the probationary period workers are entitled to compensation for lost in-

come in the case of the following unavoidable absences:

• Marriage of the worker (incl. registered partnership), death of the partner or of someone in the family living together: 3 days

- Death of siblings, parents, grandparents or parents-in-law: 1 day
- Birth or marriage (incl. registered partnership) of the
- worker's child: 1 day Relocation of the worker's own household: 1 day
- Military inspection: ½ day

 Caring for your own sick child and/or a sick child living in the same household: up to 3 days per case of illness
- · Fulfilment of legal obligations: necessary hours

The basis for calculation is the contractually agreed normal working hours.

If a GB-CBA applies, short absences are assessed in accordance with the provisions of the relevant CBA.

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 sickness benefits insurance 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 GB-CBA, equivalent benefits of 720 days within 900 days
- For workers who are liable to pay BVG contributions under the CBA Staff Leasing, equivalent benefits of 720 days within 900 days
- For workers at client companies that have not adopted a GB-CBA and workers who are not liable to pay BVG contributions under the CBA Staff Leasing, equivalent benefits of 60 days within 360 days

Coople 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). This doctor's certificate must be issued no later than 3 days after the first day of absence. Otherwise, the day on which this certificate was issued is deemed to be the first day of absence due to illness.

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 PROTECTION SERVICE, CIVILIAN

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 protection service and civilian service

- 80% of the wage for a maximum of 4 weeks per year (the maximum compensation per day is based on the current
- version of the Loss of Earnings Act ("EOG"))

 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 3rd and 4th year
 - 3 months in the 5th to 9th year 4 months in the 10th to 14th year, etc.

12.4. MATERNITY

Pursuant to Art. 16b et. seq. EOG female workers are entitled to payment of maternity benefits if they were mandatorily 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 the start of the entitlement to compensation, for a period of maternity leave not to exceed 14 weeks (the maximum allowance per day is based on the current version of the EOG). 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. According to the Loss of Earnings Compensation (EO), there is no compensation for absence due to pregnancy. The worker will be compensated for income lost due to pregnancy complications pursuant to section 12.2 "Illness and pregnancy

If the other parent dies during the six months following the birth of the child, the mother is entitled to an additional daily allowance in accordance with Art.16cbis EOG, provided the other conditions for entitlement are met.

12.5. COMPENSATION OF THE OTHER PARENT

According to Art. 16i ff. EOG, workers are entitled to compensation for the other parent if they are the legal other parent at the time of birth of the child or become so within the following 6 months, provided they were mandatorily insured within the meaning of the OASIA during the 9 months immediately prior to the birth of the child, had been in gainful employment for at least 5 months at that time and are still employees at the time of the birth. If these conditions are not met, the other parent's entitlement to leave under Art, 329g OR must be examined. The entitlement to compensation arises on the day of the child's birth and it must be taken within 6 months of the birth of the child.

Compensation for the other parent is paid in the form of a maximum of 14 daily allowances, either 7 daily allowances per week or paid out on a daily basis for every 5 days of compensation with two additional daily allowances. The amount of the daily allowance is 80% of the average income earned prior to the start of the entitlement to compensation (the maximum allowance per day is based on the current version of the EOG).

In the event of the mother's death on the day of childbirth or during the 97 days thereafter, the other parent's additional entitlements are governed by ${\sf Art.16k^{bis}\,EOG.}$

12.6. 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 minimum amounts per month and child for the family allowance (for children up to the age of 16) and for the education allowance (for children and young people from 16 to 25 years of age) are based on the FamZG. Only one type of allowance is paid for each child. The allowance is calculated on a pro rata basis for the hours worked in the client company or companies. All months are systematically calculated with 30 days and one day corresponds to 1/30 of the monthly allowance. Saturdays, Sundays and public holidays are also counted. The cantons may stipulate higher minimum allowances. The family allowance is paid together with the wage in the following month. The worker must submit all the required documents. The entitlement only exists when a minimum income is reached in accordance with FamZG (this corresponds to at least half the annual amount of the minimum full AHV retirement pension). If a higher income is achieved with another employer, or the other parent has a higher employment level (percentage of full-time working hours), the family allowances must be applied for via the respective employer

12.7. 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 subject to the BVG obligation from the first day of employment. If an assignment contract with a term of less than 3 months is extended for a term exceeding 3 months in total, the worker will be subject to the BVG obligation from the date that the contract is extended. If the worker, through several assignments, reaches the 14th working week, they are also subject to the BVG obligation from this point onwards. To determine the number of weeks, the assignments performed through Coople within 12 months are added together. 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. Workers with support obligations towards children are mandatorily subject to the BVG obligation from the first day.

12.8. CHILDCARE COMPENSATION FOR CHILDREN WITH SEVERE HEALTH PROBLEMS

Parents who have to interrupt or restrict their gainful employment in order to care for a child with a serious health problem, confirmed by a doctor, are entitled to 14 weeks childcare leave. The eligibility requirements are based on the



provisions of the law. The leave is compensated via the EO (loss of earnings compensation scheme) and can be divided up between the parents. The leave can be taken all at once or on a daily basis. The childcare compensation must be taken within a qualifying period of 18 months. The qualifying period begins on the day on which the first daily allowance is drawn. The daily allowance amounts to 80% of the average income before the start of the entitlement (the maximum allowance per day is based on the current version of the EOG).

12.9. LEAVE FOR THE CARE OF RELATIVES

The worker is entitled to paid leave for the time required to care for a family member or partner with a health problem. The leave shall not, however, exceed three days per event and a maximum of ten days per year (Art. 329h OR).

12.10. ADOPTION COMPENSATION

Workers who take in a child under the age of four for adoption are entitled to adoption leave. The eligibility requirements are based on the provisions of the law. The two-week leave is financed by the EO and must be taken within the first year after the adoption, either on a daily or a weekly basis. The adoptive parents can choose which of them takes the leave. They may also divide the leave between them, but they cannot take it at the same time. The adoptive parents must have been insured with the AHV in the nine months immediately prior to taking in the child, and must have been in gainful employment for at least five months during this period. The adoption allowance is 80% of the average income earned prior to the adoption (the maximum allowance per day is based on the current version of the EOG).

13. TERMINATION OF THE EMPLOYMENT 13.1. NOTICE PERIODS

The worker may cancel their registration on the Coople platform at any time, provided that no assignment contract has been concluded

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

Therefore, either party may terminate both a permanent as well as a limited term employment relationship subject to 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.

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 re-start at the end of the interruption. This does not apply to interruptions due to illness or accidents. Therefore, if there is an interruption of at least 3 weeks between two limited-term assignments (with respective assignment contracts), the applicable notice period for the second assignment contract bases solely on the duration of the second assignment and the two assignments are not counted as one continuous assignment.

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 Coople platform.

Generally, access to the Coople platform may be blocked for any potential or former worker. There is no right as such to use the Coople platform.

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. In such a case the employment can be terminated with immediate effect, and Coople is entitled to claim one quarter of the worker's monthly salary as liquidated damages from the worker (Art. 337d OR).

Any items that are the property of a client company or Coople must be returned to the owner on the last working day of an assignment. If this is not possible, the respective items must be returned to the particular client company no later than 2 working days after the last working day of the specific assignment. Generally, the items are to be handed over in person. If the goods are sent by post, the tracking number must be shared with Coople immediately. If an item is not returned on time, Coople reserves the right to replace the item at the worker's expense or to charge the worker for the item. In addition, a processing fee and other damages may be charged and disciplinary measures may be taken.

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 accident 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 the insurance company that is currently being used by Coople in the form of an individual daily sickness benefits 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 (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

Coople will only use the worker's personal data to the extent necessary in connection with placing the worker with client companies 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 in accordance with the provisions of the law.

The worker expressly consents to Coople disclosing personal data (including ratings) to third parties who are assigned for example to the administration of workers or for the management of personnel pools and assignments. Consent is limited to the extent that disclosure is necessary for performing their duties.

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 Apps Use, Privacy and Cookies Policy (hereinafter "Policy"), which the worker has acknowledged at the time of registering on or using the

Coople platform. The Policy applies in its entirety and may be amended by Coople from time to time.

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 Coople Jobs 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 Coople Jobs 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 APPS USE, PRIVACY AND COOKIES POLICY AND DATA PROTECTION PROVISIONS

The Policy which is accepted by the worker when using or registering on the website or in the Coople Jobs App, shall apply and may be amended from time to time. The worker is made aware of the requirements according to section 2.2 (specific conditions for workers), section 3 (registration of users) and section 4 (agents in particular) of the Policy.

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 Bargaining Agreement Staff Leasing or another Collective Bargaining 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).