

# General Terms and Conditions governing Personnel Leasing Agreements

## 1. Scope

1.1 These General Terms and Conditions governing Personal Leasing Agreements ("GTC") shall supplement the content and implementation of agreements relating to personnel leasing ("deployment").

1.2 These GTC form an integral part of the Personnel Leasing Agreement. Approval must be provided in writing for any changes or supplements to these GTC.

1.3 The SIX Code for Suppliers ([https://www.six-group.com/dam/about/downloads/responsibility/six\\_code\\_for\\_suppliers\\_en\\_final.pdf](https://www.six-group.com/dam/about/downloads/responsibility/six_code_for_suppliers_en_final.pdf)) form an integral part of these GTC. Supplier shall be obliged to always act in full compliance with this code.

## 2. Authorization and permits

2.1 Contract staffing and personnel leasing are governed by the Swiss Federal Act on Employment Exchange and Personnel Leasing (*Bundesgesetz über die Arbeitsvermittlung und den Personalverleih*, or "AVG") of 6 October 1989 and the related Implementing Ordinance of 16 January 1991 ("AVV"). The Company is responsible for ensuring that all statutory conditions are complied with and that, in particular, the authorization required by law pursuant to Art. 12ff. AVG has been issued by the cantonal authority responsible. This authorization must be presented to SIX upon request. The Company shall notify SIX immediately of any changes arising in connection with its authorization. The Company shall also warrant that it has concluded written employment contracts with the members of staff placed with SIX that meet the requirements of the AVG and AVV and that they do not contain any impermissible provisions.

2.2 For members of staff who are not Swiss nationals, the Company undertakes to ensure that the requisite residence and work permits are available. Permits must be presented to SIX before the member(s) of staff commence(s) work. Work may not commence for SIX if permits are not available. If a member of staff's residence and/or work permit is revoked, SIX must be notified immediately.

2.3 The Company is liable to SIX in respect of costs and additional workloads incurred as a result of the provisions as set out in section 2 herein not being complied with.

## 3. Criminal records extract

Insofar as the deployed staff shall have access to the IT systems of SIX (IT user account), Supplier shall look into and collect extracts from their criminal records, which are not older than 3 months. In addition, Supplier shall inform the involved SIX procurement specialist at an early stage before deployment and in writing about any entries in the respective criminal records and about any pending criminal proceedings of the employees the Supplier is aware of.

## 4. Participation of SIX

4.1 SIX shall make the necessary documentation available and, where required, suitable workstations.

4.2 SIX shall grant to the member of staff placed the necessary access to its premises.

## 5. Company's obligation to exercise due care

5.1 The Company undertakes to select the member of staff

with care and to ensure that no conflicts of interest arise as a result of the deployment of the member of staff.

5.2 An individual may be refused by SIX without it being required to specify the reasons for its decision.

## 6. Implementation

6.1 Secondary remunerated activities on the part of the member of staff that could have an impact on the deployment must be arranged with and expressly approved by SIX in advance. Foreseeable absences such as vacation must be coordinated with SIX. The vacation entitlement of the members of staff placed shall be based on the employment contract they have concluded with the Company.

6.2 Any documentation, printed materials or other output, or copies of such, issued during the deployment must be returned to SIX or destroyed at the end of the deployment.

## 7. Right to issue directives and instructions

7.1 The member of staff shall conduct his/her work under the supervision and responsibility of SIX. SIX may issue instructions and directives concerning the deployment at any time, in particular with respect to the stipulation of working times, organizational integration, supervision of work and compliance with the applicable standards, guidelines, house rules, security policies, etc.

7.2 The Company shall inform the members of staff placed with SIX concerned of the managerial authority of SIX and shall require all such members of staff to observe the instructions and directives issued by SIX.

## 8. Remuneration and conditions of payment

8.1 SIX shall remunerate the Company for the deployment of the member of staff on a time-spent basis as stipulated in the Personnel Leasing Agreement. The specific deployment times of the members of staff placed shall be submitted by the Company. Working time reports shall require the signature of SIX. The signed working time reports shall constitute the basis for remuneration by SIX in accordance with the principles of its GTC. There shall be no entitlement for remuneration for working time reports that are not signed.

8.2 Any statements in timesheets deviating from rules agreed upon in the contract or these STC shall only be valid if they have been approved by the SIX procurement in writing.

8.3 Remuneration shall be at a flat rate. Additional separate remuneration by the provider of any personnel costs, incidental wage costs, allowances, social benefits or public charges incurred shall be excluded.

8.4 Activities involving a minimum of 8.4 hours per day shall be remunerated daily at a daily rate. Any extra daily hours worked shall not be remunerated and shall be included in the flat daily rate. Working time of less than 8.4 hours shall be remunerated on a pro rata basis. Travel time and the commute to the place of deployment shall not be deemed to be deployment time.

8.4 VAT shall be stated separately for SIX.

## 9. Salary payments and insurance

9.1 The Company shall pay the member of staff his/her salary, taking account of the deductions due for statutory

social security payments, family allowances, vacation, public holidays, accident insurance, loss of earnings as a result of illness, etc. No employment contract shall exist between SIX and the placed member of staff. Consequently, SIX shall also have no obligations of a pecuniary nature towards the member of staff arising from an employment contract.

9.2 The Company shall be responsible for affording the members of staff placed the insurance protection required by law for employees in Switzerland and in the EU, in particular for all social insurance, accident insurance, loss of earnings insurance as a result of illness etc. and retirement provision and shall be liable for the transfer of the contributions in question. SIX is responsible for ensuring compliance with regulations governing the prevention of occupational accidents.

9.3 The Company shall at SIX's first request provide proof of having complied with the above obligations.

9.4 The Company shall be liable to SIX in respect of all costs and additional workloads incurred as a result of any non-compliance with the provisions as set out in section 9

## **10. Intellectual property rights**

10.1 Pre-existing rights shall remain the property of the respective party.

10.2 All rights, in particular ownership rights, copyrights and other intangible property rights, pertaining to the work provided within the framework of the Personnel Leasing Agreement shall transfer to the unencumbered ownership of SIX upon their creation. This applies in particular to any and all documents and analyses developed in written or machine-readable form (in particular for source codes, programmes, analysis documents, design documents and programme documents as well as data on storage media). SIX is thus entitled to use, change, copy, market or otherwise utilise the work provided in any way and may pass it on to third parties.

10.3 The Company shall ensure that it has contractually concluded an assignment of rights to SIX with the members of staff placed with SIX in accordance with section 10.2 or that the members of staff in question have signed a corresponding declaration of assignment in favor of SIX. In the case of a declaration of assignment, this shall be presented to SIX prior to the deployment.

10.4 In particular, any and all of the aforementioned rights shall be satisfied upon the agreed remuneration by SIX.

## **11. Confidentiality**

11.1 The Company undertakes to treat as confidential all information, documents and data that become known to it through the provision of services and, in particular, not to disclose such to third parties nor to use it for any other purpose as is necessary for the provision of services to SIX (business secret). The duty to maintain confidentiality extends in addition to all data and information subject to banking secrecy and stock exchange confidentiality.

11.2 The Company shall inform all members of staff concerned by the Personnel Leasing Agreement of the confidentiality undertaking in respect of SIX and shall require all such members of staff to sign the confidentiality undertaking (declaration to be found on [www.six-group.com/about/en/shared/procurement/home.html](http://www.six-group.com/about/en/shared/procurement/home.html)). This confidentiality undertaking shall form an integral part of the

Personnel Leasing Agreement and must be submitted to SIX. The Signed confidentiality undertakings shall be retained by the Company and must be submitted to SIX upon first request.

## **12. Protection and security of personal data**

12.1 The contracting parties are required to comply with the provisions of Swiss data protection legislation. Personal data may only be processed for the purposes of performing and implementing the Personnel Leasing Agreement.

12.2 The contracting parties shall make all the necessary technical and organizational arrangements to ensure the protection of personal data.

12.3 SIX may transfer personal data to other SX Group Companies for further processing.

## **13. Security regulations**

In its agreement with the member of staff, the Company must oblige said member of staff to comply with the access and security regulations of SIX. The Company also shall require the member of staff to sign the document "Rules of behaviour for external personell" (to be found on [www.six-group.com/about/en/shared/procurement/home.html](http://www.six-group.com/about/en/shared/procurement/home.html)). The signed undertakings shall be retained by the Company and handed over to SIX upon first request.

## **14. Use of references**

References may only be used with prior written approval from SIX.

## **15. Severability**

If any provision or provisions as set out herein are invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. An invalid or unenforceable provision shall be construed, interpreted or amended in such a way that its intended purpose, in so far as it is legally permissible, can be achieved.

## **16. Transferral of Agreement**

16.1 The Agreement may only be transferred to a third party with the written consent of SIX.

16.2 SIX shall be authorized to transfer the Agreement to other companies within the Group without prior consent from the Company and to take actions which, in business and economic terms, are equivalent to such, such as the transfer of the Agreement to shareholders or groups of shareholders or their affiliated companies.

## **17. Applicable law and place of jurisdiction**

17.1 This Agreement shall be governed by and construed in accordance with Swiss law.

17.2 The sole place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Zurich.