

1. Scope of application

1.1 These Standard Terms and Conditions for Application Service Providing Contract ("STC ASP") form an integral part of the Application Service Providing Contract ("Contract") concerning application services ("Service" or "Services").

1.2 If, in any request for proposal, Group Company refers to the STC ASP, these shall be deemed to be agreed and accepted upon submission of a written bid.

2. Realization

2.1 The Service shall include the provision resp. the operation of an application (software) that will be used by Group Company over a data network. This includes as well the use of the corresponding documentation. The Contract price shall include the provision of any new functionalities and the licenses therefor.

2.2 On request of Group Company and subject to a separate charge, Supplier shall correct any malfunctions arising from circumstances attributable to Group Company.

2.3 Supplier shall be prepared to ensure operation of the relevant application throughout the entire period of its planned use. Said period shall amount at least six years.

2.4 Supplier shall provide Group Company with information on a regular basis regarding technical optimizations and improvements to the Service.

3. On-call, maintenance and malfunction correction times

3.1 On-call times: Supplier shall provide its Services in accordance with the times agreed in the Contract.

3.2 Maintenance time: Supplier shall complete any maintenance during the maintenance time agreed in the Contract. It shall maintain availability of sufficient amounts of defect-free spare parts, tools and measuring devices.

3.3 Supplier shall also continue to provide maintenance outside the maintenance time at the request of Group Company and at an additional charge.

3.4 Malfunction correction time: This shall mean the maximum amount of time that elapses until a problem has been corrected and use and functionality of the Service has been restored as specified in the Contract.

4. Deployment of staff

4.1 The personnel used by the Supplier to provide the Services shall possess the requisite skills and qualifications.

4.2 Each party shall provide the other party with the names and positions/roles of essential supervisory and/or managerial personnel. Any replacement of such personnel shall be subject to prior written authorization of Group Company.

4.3 Supplier shall only deploy staff with the authorizations required.

5. Engagement of third parties

5.1 Any engagement of third parties (subcontractors) shall be subject to prior approval by Group Company and shall be without prejudice to Supplier's obligation to assume full responsibility for supplying Group Company with the Services in a contractually compliant manner.

5.2 Group Company shall be entitled to obligate Supplier to engage third parties for contractual Services. In such a case, Group Company shall be liable for the consequences of any faulty performance by any such third party, insofar as Supplier

proves that said third party acted properly and complied with the relevant instructions and requirements.

6. Changes in contractual Services

6.1 Group Company shall be entitled to submit written Change Requests concerning the Service at any time. Within ten days following receipt of any such Change Request, Supplier shall submit to Group Company a written notification indicating whether the requested change is realizable; and any effect such change may have on any future Service, as well as the price and delivery dates thereof. Within ten days following receipt of said notification, Group Company shall determine whether or not the Change in question will be implemented. Unless otherwise agreed, Supplier shall continue carrying out its Service according to plan during the period in which any Change Request is being evaluated.

6.2 Supplier shall be prohibited from rejecting any Change Request made by Group Company if the change in question is practicable and does not alter the overall characteristics of the Service.

6.3 Any Change Request of the Supplier shall indicate in writing the reasons for said change.

6.4 Any change in any Service, price, delivery date, or contractual provision shall be subject to realization of an amendment to the Contract. Any change in the price of the Service shall be calculated on the basis of the original price.

7. Documentation

Supplier shall submit the necessary documentation to Group Company, whereby said documentation shall be provided on paper and electronically, and in the languages specified in the Contract and Supplier shall make updates if necessary.

8. Data storage and backup

8.1 For the purpose of storing data in connection with use of the application, Supplier shall provide Group Company with a dedicated data server. The storage capacity provided to Group Company and the data server specifications shall be specified in the Contract (specifications). The transfer of data to the data server shall be carried out by agreement between the contracting parties.

8.2 Group Company shall have access to the stored data at any time during the agreed period of use. Group Company shall be solely responsible for the saving and processing of data.

8.3 Supplier shall be responsible for backing up the data of Group Company stored on the data server. The intervals for backups and their storage period are specified in the Contract (specifications). Supplier may overwrite the stored data following expiry of this storage period. On request from Group Company, Supplier shall provide Group Company with a copy of the data stored on the data server whenever required and promptly, but no later than on termination of the Contract. The data shall be provided by agreement between the contracting parties on a suitable data carrier and in a suitable format and at no charge. Supplier shall delete the data of Group Company stored on the data server no earlier than following transfer of the data to Group Company in connection with termination of the Contract, provided Group Company does not advise Supplier, within sixty (60) days following such transfer, that the data transferred are unreadable or incomplete. Any failure to so advise Supplier shall be deemed to constitute approval for deletion of the data.

9. Default

9.1 If Supplier fails to meet any delivery and availability deadline defined in the Contract, Supplier shall automatically be deemed to be in default of its contractual obligations.

9.2 In the event of any instance of default (particularly with respect to availability), it shall pay a contractual penalty to Group Company. The contractual penalty shall be calculated on the basis of the availability agreed in the Contract. For each one-half (1/2) percent variance, Supplier shall owe Group Company 20% of the annual remuneration up to a maximum, however, of the annual remuneration.

9.3 Payment of any contractual penalty shall be deducted from any damages Supplier is required to pay, but shall not relieve Supplier of any contractual duty.

9.4 If Supplier is in Default, Group Company has the right to terminate the Contract as a whole or parts thereof.

10. Reports

Immediately following provision of the Service, Supplier shall provide a report which shall be reviewed and signed by both parties. The report shall also indicate the date and time of any error messages, the time at which the Service was restored, the causes of the malfunction, including any updating of the documentation.

11. Warranty

Supplier warrants that the application, when used in accordance with the Contract, shall perform the functions described in the Contract. Otherwise, the Service shall be deemed to have a defect covered by warranty ("Defect"). Any availability of the application that is less than contractually agreed shall also be deemed to be a Defect.

12. Notice of Defects

12.1 Notice regarding any Defects shall be provided at any time. Group Company shall not be required to any duty of examination.

12.2 Claims in respect of any willfully concealed Defects may be made during a period of ten (10) years from detection.

13. Rectification of Defects

13.1 Any Defects in connection with the Service shall be rectified after consultation with Group Company.

13.2 In the event that any subsequent improvement or replacement should fail, Group Company shall be entitled to withdraw from this Contract.

14. Breach of intellectual property rights

14.1 Supplier warrants that performance of the Service does not infringe any intellectual property rights (intangible property and related rights; "Rights") of any third parties.

14.2 Supplier shall, at its own expenses, risk and without delay, defend against claims by third parties concerning breach of Rights. Should a third party initiate proceedings against Supplier, Supplier shall without delay inform Group Company in writing. If the third party asserts claims directly against Group Company, Group Company shall notify Supplier promptly in writing and Supplier shall, upon first request of Group Company and to the extent possible under the relevant code of procedure, participate in the lawsuit. If possible, Group Company shall give Supplier sole control over the defense thereof, and of any process related to reaching an out of court settlement of such claim. Supplier shall assume any costs (including compensation for damages) incurred by Group Company in connection with any such claim.

14.3 If, pursuant to the Rights asserted, Group Company is unable to use the contractually owed Service in whole or in part, Supplier has the option of changing its Service in such a way that they do not breach the Rights of third parties but nonethe-

less comply with the contractually owed Service. If Supplier fails to change the Service within a reasonable period, Group Company may withdraw from the Contract with immediately effect. Supplier shall indemnify Group Company within the framework of clause 20. To the extent that Group Company is responsible for the breach of the Rights, claims against Supplier are excluded.

15. Security regulations

15.1 Insofar as Supplier has access to the premises of Group Company and/or any Group Company data or information systems, Supplier shall comply with any access or security regulations.

15.2 Supplier shall be required to advise all its personnel involved in the performance of the Contract of their duty to comply with the specified security regulations, and shall formally bind such personnel to comply with same.

16. Prices and terms of payment

16.1 Supplier shall provide the Services based on fixed (recurring) standard prices or on a cost per service basis.

16.2 The prices shall include all elements needed to provide the Service concerned. In particular, the prices shall include any insurance costs and any government charges such as customs charges and taxes.

16.3 Supplier shall provide an invoice for any amount due, which shall be payable by Group Company within thirty (30) days following receipt of the invoice.

16.4 Group Company shall be entitled to request, at any time, that Supplier participate in electronic invoicing (e-invoicing) of SIX within three (3) months following receipt of this request, whereby any cost and expense arising from the provisioning of any such invoice shall be assumed by Supplier.

16.5 Supplier hereby authorizes Group Company to provide any subcontractor involved in the billing process with any necessary information related to Supplier e.g. contract, order, invoice.

17. Term and Termination

17.1 In the event that the Contract is concluded for an indefinite period, it may be terminated by Supplier subject to twelve (12) months' notice and by Group Company subject to one month's notice, given as from the end of any calendar month. Group Company has the right to terminate the Contract in whole or in part.

17.2 The Contract may be terminated with immediate effect in the event of any material breach of the Contract by either party. In such a case, the remuneration for any Services that have been provided shall be pro rata temporis, subject to the right of either party to bring a claim for damages.

17.3 On termination or expiration of the Contract, Supplier undertakes to promptly return to Group Company all paper and electronic documentation and data in relation to the Contract. Supplier shall do so at no charge and shall not retain a copy of such documentation and/or data. Supplier furthermore undertakes to return all technical equipment received within the scope of the Contract.

18. Non-disclosure

18.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Services ("business secrets"), and shall in particular be prohibited from making Confidential Information available or accessible to any third party or otherwise disclosing Confidential Information. The foregoing shall also apply to any information that falls within the scope of banking secrets.

18.2 Supplier shall advise all personnel involved in performing the Contract of said personnel's obligation to keep business, banking- and exchange secrets confidential, and shall formally obligate said personnel to abide by this covenant. Supplier shall in particular obligate all such personnel to sign the non-disclosure declaration ("Geheimhaltungserklärung") of Group Company, which shall form an integral part of the Contract. After having been signed, all such documents shall be submitted to Group Company.

18.3 A contractual penalty amounting to CHF 500,000 shall be imposed on Supplier for any breach of clause 18.

18.4 The confidentiality obligations predates conclusion of the Contract and persists after termination of the contractual relationship.

18.5 This non-disclosure obligations shall prevail pre-existing obligations of non-disclosure.

19. Data protection and data security

19.1 If Supplier processes personal data when performing the Contract, it shall be responsible for compliance with the statutory data protection provisions. Supplier undertake to take the economically reasonable and technically and organizationally possible measures to ensure that personal data arising in the framework of execution of the contract are effectively protected against unauthorized knowledge by third parties.

19.2 Supplier shall only process personal data transferred by Group Company in accordance with the directives of Group Company. If Supplier is of the view that any directive issued by Group Company infringes any statutory data protection provision, it shall immediately so advise Group Company.

19.3 Group Company shall be entitled to transfer personal data to other companies within SIX in Switzerland and abroad.

19.4 A contractual penalty in the amount of CHF 500,000 shall be imposed on Supplier for any breach of data protection.

20. Liability

20.1 The contracting parties are liable to each other for any damage, loss or injury caused by the other party unless they are able to prove that no fault can be attributed to them. Liability for any personal injury shall be unlimited. In all cases, liability shall be limited to any damage, loss or injury effectively incurred and proven.

20.2 The contracting parties shall not be liable to each other for any indirect or consequential damage or loss such as lost profit, unrealized savings or third-party claims.

20.3 Supplier and/or its engaged third parties shall under no circumstances be liable for any damage, loss or injury caused by any force majeure (e.g. war, civil unrest, terrorist attacks, flooding, strikes, forces of nature). If Supplier is prevented from performing the Contract for more than thirty (30) days, Group Company shall have the right to withdraw from the Contract.

21. Supplier's status as an independent contractor

21.1 In its capacity as an independent contractor ("selbständig erwerbstätige Person" under Swiss law), Supplier shall assume sole responsibility for payment of all taxes, social security benefits, and the like that are payable by Supplier, and shall obtain any insurance coverage desired by Group Company in Supplier's own name.

21.2 If Group Company is classified as a non-independent contractor rather than an independent contractor, Group Company shall be entitled to indemnification from Supplier to the extent that Group Company is required to pay any taxes, social security charges, insurance premiums or the like that are attributable to said classification of Group Company as a non-independent contractor. Group Company shall be entitled to deduct such expenditures from any relevant Supplier invoice.

22. Non-solicitation

22.1 Company shall refrain from making any attempt – either on its own account or for any third party – to head-hunt any employee that is involved in performing the contract.

22.2 Should Company violate said prohibition against head-hunting, Company shall be subject to a contractual penalty amounting to CHF 100,000 or one year of the head-hunted employee's salary, whichever amount is greater. The foregoing shall be without prejudice to either party's right to lodge claims for damages.

23. Liability insurance

23.1 Supplier shall obtain liability insurance that covers any damages that may be attributable to Supplier or the personnel thereof, whereby the amount of the coverage obtained shall be concomitant with the value of the Services.

23.2 At the behest of Group Company, Supplier shall allow Group Company to examine Supplier's liability insurance policy.

24. Assignment

24.1 Any assignment of the Contract by both parties to a third party shall require prior written authorization from the other party.

24.2 Group Company shall be entitled to assign the Contract to any other group company of SIX.

25. Written form

Changes and amendments to the Contract as well as termination of the Contract shall be required to be in writing.

26. Reference information

Supplier shall be required to obtain prior approval in writing from Group Company in respect of any information it provides as a reference.

27. Severability

Should any provision of the Contract be or become void, ineffective or unenforceable in full or in part, the validity and enforceability of all of the remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall be regarded as replaced by the effective and enforceable provision that corresponds as closely as possible to the economic objective of the void, ineffective and unenforceable provision. The same shall apply to any gaps in the Contract.

28. Applicable law; place of jurisdiction

28.1 The Contract shall be governed by Swiss law, to the exclusion of the provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980).

28.2 The exclusive place of jurisdiction for any disputes arising out of or in connection with the Contract shall be Zürich, Switzerland.

Original Version: German

If the interpretation of the Contract results in a difference due to the versions in various languages, the German version shall be authoritative.