

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.

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 the Group Company upon request. The Company shall notify the Group company 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 the Group Company 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 the Group Company before the member(s) of staff commence(s) work. Work may not commence for the Group Company if permits are not available. If a member of staff's residence and/or work permit is revoked, the Group Company must be notified immediately.

2.3 The Company is liable to the Group Company 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. Register of criminal convictions

The Company undertakes to present to the Group Company upon request, prior to conclusion of the Agreement, a criminal records extract for the member of staff to be placed. In addition, the Company shall notify the Group Company should any criminal proceedings be pending or underway against the member of staff.

4. Participation of the Group Company

4.1 The Group Company shall make the necessary documentation available and, where required, suitable workstations.

4.2 The Group Company 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 the Group Company 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 the Group Company in advance. Foreseeable absences such as vacation must be coordinated with the Group Company. 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 the Group Company 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 the Group Company. The Group Company 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 the Group Company concerned of the managerial authority of the Group Company and shall require all such members of staff to observe the instructions and directives issued by the Group Company.

8. Remuneration and conditions of payment

8.1 The Group Company 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 the Group Company. The signed working time reports shall constitute the basis for remuneration by the Group Company 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 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.

8.3 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 the Group Company.

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 the Group Company and the placed member of staff. Consequently, the Group Company 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. The Group Company is responsible for ensuring compliance with regulations governing the prevention of occupational accidents.

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

9.4 The Company shall be liable to the Group Company 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 the Group Company 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). The Group Company 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 the Group Company with the members of staff placed with the Group Company in accordance with section 10.2 or that the members of staff in question have signed a corresponding declaration of assignment in favor of the Group Company. In the case of a declaration of assignment, this shall be presented to the Group Company prior to the deployment.

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

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 the Group Company (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 the Group Company and shall require all such members of staff to sign the

confidentiality undertaking (declaration to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf).

This confidentiality undertaking shall form an integral part of the Personnel Leasing Agreement and must be submitted to the Group Company. The Signed confidentiality undertakings shall be retained by the Company and must be submitted to the Group Company 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 The Group Company may transfer personal data to other companies within the Group.

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 the Group Company. The Company also shall require the member of staff to sign the document "Rules of behaviour for external personnel" (to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/rules_external_personnel_en.pdf).

The signed undertakings shall be retained by the Company and handed over to the Group Company upon first request.

14. Use of references

References may only be used with prior written approval from the Group Company.

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 the Group Company.

16.2 The Group Company 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.