

## 1. Area of Application

1.1 These Standard Terms and Conditions for Purchase Contract ("STC Purchase") form an integral part of the Purchase Contract ("Contract") concerning purchase of goods like hardware, including the operating software („Product“) and maintenance respectively support thereof.

1.2 If, in any request for proposal, Group Company refers to the STC Purchase, these shall be deemed to be agreed and accepted.

## 2. Handover and installation

2.1 The product is deemed delivered when the receiver, assigned by the Group Company, signs the dispatch note at the place of delivery.

2.2 On request of Group Company and against separate payment, Supplier takes care of the installation of the hardware (and the operating software).

## 3. Transfer of Risk

Use and risk are, at the moment of delivery, transferred to the Group Company at the place of delivery.

## 4. Use of the operating software

The manner and scope of the use of the operating software inextricably associated with the hardware shall be governed by the intended purpose of the hardware. Group Company may sell the hardware (including the operating software) to third parties, provided that Group Company renounces its own use thereof.

## 5. Deployment of staff

5.1 For rendering the performance, Supplier shall deploy only carefully selected and appropriately trained staff who should be replaced in case of insufficient expertise or otherwise endanger performance of the Contract.

5.2 Supplier shall only deploy staff with the authorizations required.

## 6. Engagement of third parties

6.1 Any engagement of third parties (subcontractor) 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 contractually agreed performance.

6.2 Group Company shall be entitled to obligate Supplier to engage third parties for contractual performance. 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.

## 7. Documentation

7.1 Supplier shall provide Group Company with fully reproducible and market-compliant documentation of the product, whereby said documentation shall be provided on paper and electronically and in the languages specified in the Contract.

7.2 Group Company may copy and use the documentation for the contractual purpose.

## 8. Instruction

Where agreed, Supplier conducts an initial instruction to be determined according to scope and target audience.

## 9. Import requirements / Export restrictions

Supplier guarantees compliance with any export restrictions and import regulations from the place of origin to the place of delivery according to the Contract. Supplier informs Group Company in writing about any export restrictions of the country of origin.

## 10. Obligation of Maintenance

10.1 Maintenance of the hardware encompasses keeping it in working order (on a preventive basis) and restoring it to working order (remediation of malfunctions and errors) through repair and replacement of defective parts.

10.2 Support encompasses advice and assistance to Group Company with respect to the use of the hardware covered by the Contract (including the operating software).

10.3 By request of the Group Company, the Supplier guarantees, within a period of three years after the expiration of the period of limitation (clause 11.) the maintenance of the products as well as the delivery of spare and mounting parts.

10.4 After the expiration of the period of limitation, maintenance services and spare and mounting parts are to be paid and take place according to the approaches of the initial cost ground.

## 11. Examination / Liability

11.1 Supplier guarantees that the product features the arranged objective and legal characteristics, in addition to those characteristics which should be taken for granted without further agreements. Supplier furthermore guarantees that the services rendered have all the agreed and assured characteristics as well as the characteristics that Group Company may in good faith also expect without any special agreement.

11.2 Supplier assumes a warranty of 24 months from the handover or installation of the hardware (including operating software) or from receipt of the fully rendered, contractually agreed performance.

11.3 During the warranty period, defects may be claimed at any time. Even after expiry of the warranty period, Supplier is required to honour claims arising from the warranty rights of Group Company set out below, provided that the defects were brought to Supplier's attention in writing during the warranty period.

11.4 Supplier guarantees that it is in possession of all the rights to render its performance under the contract. In particular, it is entitled to distribute the operating software delivered with the hardware and to grant Group Company the rights to use the operating software according to the contractually agreed scope.

11.5 In case of the delivery of a defect product or inadequate performance Group company has the right to request, on discretion of Supplier, (i) a dispensation at no charge or a rectification of defects within an adequate period of time, (ii) a transformation or (iii) a reduction of value.

11.6 Group Company controls the product within 30 days after implementation, however, the latest within 6 months after receipt and informs the company about defects within appropriate time.

11.7 When delivering more products of the same kind, a separate examination for every product has to be realised at the respective implementation.

11.8 Demands, due to lacks of conformity in the Contract, which were not recognisable at the examination, lapse two years after

the implementation of the product and can become valid at any time during this period.

11.9 Lacks of conformity, concealed by devious means, can become valid within ten years after receipt of the products.

## 12. Consequences of termination

On termination of the Contract, Supplier shall return to Group Company immediately and without no additional costs all paper and electronic documentation and data related to the Contract and shall retain no copy of such data and/or documentation.

## 13. Security regulations

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

13.2 Supplier shall advise all personnel and third parties involved in performing the Contract to abide by the access and security regulations and shall formally obligate said personnel to abide by this covenant. In particular, all personnel of Supplier who spend time in the premises of Group Company and who handle business information and data as well as computer equipment and documentation shall sign the form "Rules of behavior for external personnel" (form 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)). Supplier shall keep the signed forms on file and hand over to Group Company on first request.

13.3 Insofar as Supplier accesses the information systems of Group Company, Group Company shall have the right to monitor, record and evaluate Supplier's activities in the information systems.

## 14. Prices and Conditions of Payment

14.1 The price includes all services necessary for the completion of the contract. Covered by the price are especially the costs of documentation, the costs of expenses, the licence fee, costs for packaging, transport, insurance and unloading as well as tolls and the value added tax. All costs have to be separately identified for the entity.

14.2 The price is due within 30 days after the receipt of the product. Group Company shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

14.3 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 the request, whereby any cost and expense arising thereof shall be assumed by Supplier. Supplier hereby authorizes Group Company to provide any subcontractor involved in the billing process with any necessary information related to Supplier e.g. information about Supplier, contract, order, invoice etc.

## 15. Delay

15.1 Supplier will be in arrears without further ado if violating the delivery date defined in the Contract.

15.2 If Supplier is in arrear, it owes a contract penalty, unless the Supplier proves that the default is not the result of its own fault. This contract penalty is settled to 0.2% of the entire price, compliant with the contract, for each day of delay, however in total not exceeding 10% of the defined price. The contract penalty does not release Supplier of other contractual obligation but it will be credited to a possible compensational damage.

## 16. Intellectual Property Rights

16.1 The intellectual property rights of the Product remains by Supplier or third parties.

16.2 Supplier guarantees that it is entitled to transfer the operating software to Group Company together with the hardware for a non exclusive, unlimited use.

## 17. Breach of Intangible Property Rights

17.1 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.

17.2 If, pursuant to the Rights asserted, Group Company is unable to use the contractually owed Deliverables in whole or in part, Supplier has the option of changing its Deliverables in such a way that they do not breach the Rights of third parties but nonetheless comply with the contractually owed Deliverables, or of obtaining a license from the third party at its own expense. If Supplier fails to implement any of these options within a reasonable period, Group Company may withdraw from the Contract with immediately effect. Supplier shall indemnify Group Company within the framework of clause 21. To the extent that Group Company is responsible for the breach of the Rights, claims against Supplier are excluded.

## 18. Certifications, Import and Export Regulations

18.1 Supplier arranges the required certificates and informs Group Company about possible country-specific import and export regulations.

18.2 With the delivery of the product Group Company assumes the obligations of a re-exportation transferred by Supplier.

## 19. Non-disclosure

19.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Deliverables ("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.

19.2 Supplier recognizes in particular that Group Company, as a regulated Luxembourg payment institution under the supervision of the Commission de Surveillance du Secteur Financier ("CSSF"), is under an obligation of professional secrecy, in application of article 30 of the law of 10 November 2009 on payment services, as amended (hereafter the "Law on Payment Services").

19.3 In application of article 30 of the Law on Payment Services, all persons working for a payment institution shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the sanctions laid down in Article 458 of the Penal Code.

19.4 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. All such signed documents shall be kept on file by Supplier and submitted to Group Company on first request.

19.3 A contractual penalty in the amount of the contract value, but not less than EUR 25'000, shall be imposed on Supplier for any breach of this clause.

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

19.5 This non-disclosure obligation shall prevail pre-existing obligations of non-disclosure.

## **20. Data protection and data security**

20.1 If Supplier processes personal data when performing the Contract, it shall be responsible for compliance with the statutory data protection provisions. Supplier undertakes 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.

20.2 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 advise Group Company.

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

## **21. Liability**

21.1 The 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.

21.2 Supplier and/or its engaged third parties shall under no circumstances be liable for any damage, loss or injury caused by any force majeure event (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.

## **22. Non-solicitation**

22.1 Supplier 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 Supplier violate said prohibition against head-hunting, Supplier shall be subject to a contractual penalty amounting to EUR 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 Deliverables.

23.2 At the request 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 either party to any third party shall be subject to prior written authorization of the other party.

24.2 Notwithstanding the foregoing, 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 in writing.

## **26. 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.

## **27. Use of Group Company as a reference**

Any use of Group Company as a reference shall be subject to Group Company's prior written authorization.

## **28. Applicable law; place of jurisdiction**

28.1 The Contract shall exclusively be governed by and construed in accordance with Luxembourg law.

28.2 The Luxembourg Courts shall have exclusive jurisdiction to resolve any disputes relating to the application, performance or interpretation of this Contract.