

1. Area of Application

1.1 These Standard Terms and Conditions for Purchase Contract ("STC Purchase") form an integral part of each Purchase Contract ("Contract") concerning purchase of goods such as hardware, including the operating software ("Product") and respective maintenance support.

1.2 The SIX Code for Suppliers (https://www.six-group.com/dam/about/downloads/responsibility/supplier_code_en.pdf) forms an integral part of these STC Purchase. Supplier shall be obliged to act in full compliance with this code.

2. Handover and installation

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

2.2 On request of SIX and subject to separate payment, Supplier shall install the hardware (and the operating software).

3. Transfer of Risk

Title to and risk in the hardware are, at the moment of delivery, transferred to SIX at the place of delivery once the dispatch note is signed by the receiver.

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. SIX may sell the hardware (including the operating software) to third parties, provided that SIX renounces its own use thereof.

5. Deployment of staff

5.1 For rendering the performance of its obligations under the Contract, Supplier shall deploy only carefully selected and appropriately trained and qualified staff who should be replaced by the Supplier (at the Supplier's own cost) where they have insufficient expertise or otherwise endanger performance of the Contract.

5.2 Supplier shall only deploy staff with the authorizations required. Insofar as personnel of the Supplier have access to the IT systems of SIX (IT user account), Supplier shall, prior to the relevant personnel accessing such systems, provision of that personnel's criminal records. In addition, Supplier shall inform the SIX procurement specialist involved with the Contract in writing immediately upon becoming aware of any entries in any of the Supplier personnel's respective criminal records and about any pending criminal proceedings of such personnel.

5.3 Nothing in the Contract will be treated as creating or establishing the relationship of employer or employee between SIX and Supplier or between SIX and any employee or other member of staff provided by Supplier or a third party appointed by Supplier pursuant to the terms of the Contract (an "Assigned Worker"). Supplier will be solely liable for the conduct of Assigned Worker and his or her compliance with the relevant provisions of the Contract. Supplier shall, or shall procure that a third party shall in respect of third party employees, effect and maintain in force for the benefit of SIX and itself full employers' liability insurance in respect of all such Assigned Workers.

6. Engagement of third parties

6.1 Any engagement of third parties (subcontractor) shall be subject to prior approval by SIX and shall be without prejudice

to Supplier's obligation to assume full responsibility for supplying SIX with the contractually agreed performance.

6.3 It is expressly declared that no rights shall be conferred under the Contract on any person other than SIX and Supplier, and no person other than SIX and Supplier shall have any right to enforce any term of the Contract.

7. Documentation

7.1 Supplier shall provide SIX 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 SIX may copy and use the documentation for the contractual purpose.

8. Training

Where agreed, Supplier will conduct initial training of SIX personnel, to be determined according to scope and target audience.

9. Import requirements / Export restrictions

Supplier guarantees compliance with any applicable export restrictions and import regulations from the place of origin to the place of delivery according to the Contract. Supplier shall inform SIX 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 SIX with respect to the use of the hardware covered by the Contract (including the operating software).

10.3 Upon SIX's request, Supplier will, from the date of the Contract and for a period of three years after the expiration of the period of limitation (as further described in clause 11), provide maintenance in respect of the products purchased by SIX under the Contract as well as the delivery of spare and mounting parts.

10.4 After the expiration of the period of limitation, Supplier will provide maintenance services and spare and mounting parts subject to agreement between the parties in writing..

11. Warranties and Representations

11.1 Supplier warrants that the products and services provided under the Contract will conform to their specifications, in addition to those specifications which should be taken for granted without further agreements. Supplier furthermore guarantees that the services rendered conform with all the agreed and assured specifications as well as the specifications that SIX may in good faith also expect without any special agreement.

11.2 Supplier warrants the performance of the products and services provided pursuant to the Contract for a period of 24 months from the handover or installation of the hardware (including operating software) or from receipt of the fully rendered, contractually agreed performance of the services.

11.3 During the warranty period referred to in clause 11.2, defects may be brought to Supplier's attention at any time. Even after expiry of the warranty period, Supplier is required to honour claims arising from the warranty rights of SIX set out in the Contract, provided that the defects were brought to Supplier's attention in writing during the warranty period.

11.4 Supplier warrants and represents that it is in possession of all the rights and authorisations to render its performance under the Contract. In particular, it is entitled to distribute the operating software delivered with the hardware and to grant SIX the rights to use the operating software in accordance with this STC Purchase.

11.5 In case of the delivery of a defective product or inadequate performance of services, SIX has the right to request, at its own discretion that the Supplier shall either (i) at no charge to SIX, rectify such defect as soon as practicable, (ii) replace the defective product or (iii) reduce the price and refund the price difference to SIX.

11.6 SIX controls the product within 30 days after receipt or installation informs the company about defects within appropriate time.

11.7 When delivering multiple products of the same kind, a separate examination for every product will be performed by SIX at each product's installation.

11.8 Claims in respect of any non-conformity with specification or the Contract which were not identifiable at time of the examination must be submitted to Supplier by no later than the date falling two years after the installation of the product.

11.9 Any claim in respect of any non-conformity deliberately concealed by Supplier, may be submitted by SIX until the date falling ten years after receipt of the products.

12. Termination and consequences of termination

12.1 SIX may terminate the Contract where the Supplier is in material breach of its obligations set out in the Contract.

12.2 On termination of the Contract, Supplier shall return to SIX immediately and without any 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 SIX and/or any SIX data and information systems, Supplier shall comply with all applicable SIX access or security regulations.

13.2 Supplier shall procure that all personnel and third parties involved in performing the Contract abide by the access and security regulations. In particular, Supplier shall procure that all personnel of Supplier, and all personnel of third parties appointed by Supplier pursuant to the terms of this Agreement, and in each case who spend time in the premises of SIX 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 http://www.six-group.com/dam/about/downloads/terms-conditions/rules_external_personnel_en.pdf). Supplier shall keep the signed forms on file and hand over to SIX on first request.

13.3 Insofar as Supplier or a third party appointed by Supplier accesses the information systems of SIX, SIX shall have the right to monitor, record and evaluate Supplier's or such third party's activities in the information systems.

13.4 Any breach by Supplier of this clause 13 shall be deemed to be a material breach of the Contract.

14. Prices and Conditions of Payment

14.1 The price includes all services necessary for the completion of the contract and, in particular, 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 SIX. All prices shall be stated exclusive of VAT.

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

14.3 In the event of non-payment in whole or part of any sum due by SIX under the Contract within 30 (thirty) days of the due date for payment thereof, Supplier shall be entitled to charge interest on the outstanding sum unpaid from the due date until the actual date of payment (as well after as before decree or judgment) at a rate of 5% per annum.

15. Delay

15.1 Insofar as Supplier fails to meet any contractual delivery or performance deadline, SIX shall grant Supplier a reasonable grace period. Insofar as Supplier does not deliver the contractually stipulated services until end of grace period, Supplier shall automatically be deemed in default.

15.2 Insofar as Supplier defaults Supplier shall pay SIX a contractual penalty amounting to 0.2 percent of the remuneration under the Contract due per day of default, but not less than DKK 6'000 per day and not more than 20% of the remuneration under the Contract. The contract penalty does not release Supplier of other contractual obligation but it will be credited to a possible compensational damage.

15.3 Insofar as Supplier defaults, SIX shall grant Supplier another reasonable grace period. Insofar as Supplier is still in default after the grace period, SIX shall be entitled to terminate the contract in whole or in part.

16. Intellectual Property Rights

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

16.2 Supplier warrants and represents that it is entitled to transfer the operating software to SIX together with the hardware for a non exclusive, unlimited use.

17. Breach of Intangible Property Rights

17.1 Supplier shall, at its own expense, 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 SIX in writing. If the third party asserts claims directly against SIX, SIX shall notify Supplier promptly in writing and Supplier shall, upon first request of SIX and to the extent possible under the relevant code of procedure, participate in the lawsuit. If possible, SIX 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 indemnify and hold harmless SIX for any costs and damages (including compensation for damages) incurred by SIX in connection with any such claim. Clause 21.1 does not apply.

17.2 If, pursuant to the Rights asserted, SIX 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, SIX may terminate the Contract with immediate effect and, without prejudice to its other rights under the Contract or under applicable law, obtain a full refund of any fees paid in respect of the relevant Service.

18. Certifications, Import and Export Regulations

Supplier shall arrange the required certificates and inform SIX about possible country-specific import and export regulations.

Supplier shall be responsible for ensuring compliance with such regulations.

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, 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 shall advise all personnel involved in performing the Contract (including personnel of third parties appointed by Supplier pursuant to the terms of the Contract) of said personnel's obligation to keep business, banking and exchange secrets confidential, and shall procure that said personnel abide by this covenant. Supplier shall in particular procure that all such personnel sign the non-disclosure declaration of SIX (non-disclosure declaration to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf), which shall form an integral part of the Contract. All such signed documents shall be kept on file by Supplier and submitted to SIX on first request.

19.3 A contractual penalty in the amount of the contract value, but not less than DKK 100'000, shall be imposed on Supplier for any breach of this clause.

19.4 The confidentiality obligations predate conclusion of the Contract and persist after termination of the contractual relationship.

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

19.6 SIX shall have the right to disclose the content of the Contract to other SIX group companies.

20. Data protection and data security

20.1 If Supplier Processes Personal Data when performing the Contract, it shall be responsible for compliance with all applicable data protection law, in particular, the Data Protection Act 1998 prior to 25 May 2018 and, thereafter, the EU General Data Protection Regulation (EU-GDPR) and any other related data protection laws (together the "Data Protection Laws"). In the Contract, the terms "Personal Data", "Data Processor", "Data Subject", "Process" and "Data Controller" are as defined in the Data Protection Laws.

20.2 SIX shall be entitled to transfer Personal Data SIX has received from Supplier in connection with the performance of the contract to other SIX group companies in Switzerland and abroad for further Processing.

20.3 Insofar as the agreed services include data Processing by Supplier on behalf of SIX, SIX shall be the Data Controller and Supplier shall be the Data Processor and the following clauses shall apply:

20.4 SIX shall be solely responsible for determining the purposes for, and the manner in, which Personal Data are, or are to be, Processed. Supplier shall Process Personal Data only to the extent reasonably necessary to perform its obligations under the Contract and in compliance with SIX's written instructions and shall comply promptly with all such instructions and directions received from SIX from time to time.

20.5 Supplier shall immediately notify SIX if, in Supplier's reasonable opinion, any instruction or direction from SIX infringes the Data Protection Laws or other applicable European Union or Member State data protection law.

20.6 Supplier shall not disclose Personal Data to any employee, director, agent, contractor or affiliate of Supplier or any third party except as necessary for the performance of the Contract, to comply with applicable law or with SIX's prior written consent.

20.7 Supplier shall undertake to implement all necessary or appropriate technical and organizational measures as required under the Data Protection Laws to ensure Personal Data Processed by it in connection with the Contract are effectively protected against accidental or unlawful loss, damage, alteration and unauthorized disclosure, access or Processing. In particular, as of May 2018, Supplier shall ensure compliance with all data security requirements according to Art. 32 of the EU-GDPR.

20.8 Insofar as Supplier transmits Personal Data to a subcontractor located in a country without equivalent data protection level, Supplier shall conclude an agreement incorporating the EU standard clauses with this subcontractor.

20.9. Supplier shall be obliged to implement economically reasonable technical and organizational measures to enable SIX to answer requests from Data Subjects for the protection of their rights. This includes, in particular, the right of disclosure as well as correction, deletion and portability of data of persons concerned. Supplier shall notify SIX of any request made by a Data Subject under Data Protection Laws in relation to, or in connection with, Personal Data Processed by Supplier on behalf of SIX and, if required by SIX, permit SIX to handle such request and at all times cooperate with and assist SIX to execute its obligations under the Data Protection Laws in relation to such Data Subject requests. If SIX elects not to handle any Data Subject request received by Supplier, Supplier shall comply with such request. In all cases, Supplier shall provide a copy to SIX of all Personal Data which it does so disclose.

20.10 As of May 2018, Supplier shall be obliged to support SIX in fulfilling its obligations to ensure data security according to Art. 32 EU-GDPR; obligations to report data protection breaches according to Art. 33 und 34 EU-GDPR; and obligations in connection with privacy impact assessments according to Art 35 and 36 EU-GDPR. Supplier shall be obliged to inform SIX immediately about any breach of data protection (e.g. loss of SIX data or unauthorized access to SIX data).

20.11 Upon termination of the agreed data Processing, Supplier shall be obliged, at the option of SIX, to either delete or return the data, provided there is no legal obligation to store or archive the respective data.

20.12 Supplier shall be obliged to provide SIX, upon request, any information and cooperation necessary to prove fulfilment of the obligations according to this clause 20. Such cooperation may include helping SIX to carry out risk assessments of Supplier's data Processing operations, in particular, providing information about, and permitting SIX to inspect, those operations.

20.13 Supplier shall Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as set out in the Contract.

20.14 Supplier shall cooperate and provide SIX with such reasonable assistance as SIX requires in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator relating to SIX's or Supplier's obligations under the Data Protection Laws.

20.15 In no event may Supplier subcontract the Processing of any Personal Data which Supplier Processes on SIX's behalf without the prior written consent of SIX. Where that consent is given, it will be conditional upon Supplier having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this clause 20.

20.16 Supplier undertakes to provide training as necessary from time to time to Supplier personnel with respect to Supplier's obligations in this clause 20 to ensure that Supplier personnel are aware of and comply with such obligations.

20.17 Supplier shall ensure that any Supplier personnel with access to Personal Data is bound by confidentiality obligations in respect of access, use or Processing of such Personal Data.

21. Liability

21.1 The parties are liable to each other for any damage, loss or injury caused to the other party by breach of contract unless they are able to prove that no fault can be attributed to them. In case of ordinary negligence the liability shall be capped at the double amount of the contract value.

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 (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, SIX shall have the right to withdraw from the Contract.

21.3 The rules in this clause shall be subject to clause 17.1.

22. Supplier's status as an independent contractor

22.1 In its capacity as an independent contractor, 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 Supplier in Supplier's own name.

22.2 If Supplier is classified as a non-independent contractor rather than (pursuant to clause 22.1 hereof) an independent contractor, Supplier shall indemnify SIX in respect of any taxes, social security charges, insurance premiums or the like that SIX incurs (directly or indirectly) and that are attributable to said classification of Supplier as a non-independent contractor. SIX shall be entitled to off set such expenditures from any relevant Supplier invoice.

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 consistent with the value of the Deliverables.

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

24. Assignment

24.1 Any assignment of the Contract by both parties to any third party shall be subject to prior written authorization of the other party.

24.2 Notwithstanding the foregoing, SIX shall be entitled to assign the Contract to any affiliate or group company of SIX without Supplier's authorization.

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.

27. Use of SIX as a reference

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

28. Applicable law; place of jurisdiction

28.1 The construction, validity and performance of the Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by the laws of Denmark.

28.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Denmark over any claim or matter arising under or in connection with the Contract.