

# SIX UK General Terms and Conditions for Personnel Leasing

## 1. Scope

1.1 These General Terms and Conditions governing Personnel Leasing Agreements ("GTC") shall supplement each agreement relating to personnel leasing ("deployment") entered into by the Company and SIX ("Personnel Leasing Agreement").

1.2 These GTC form an integral part of each 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/supplier\\_code\\_en.pdf](https://www.six-group.com/dam/about/downloads/responsibility/supplier_code_en.pdf)) forms an integral part of these GTC. The Company shall be obliged to always act in full compliance with this code.

## 2. Authorization and permits

2.1 Where SIX and Company agree an Assigned Worker or Personnel provided by Company under the Personnel Leasing Agreement is an agency worker for the purposes of Regulation 3 of the Regulations the following provisions will apply:

(a) Company represents, warrants and undertakes that it shall comply with the Regulations in respect of each Assigned Worker (or member of Personnel, as appropriate), and in particular (but without limitation) that it shall ensure that the Assigned Worker or Personnel receives those basic working and other conditions to which he or she is entitled pursuant to Reg. 5(1) of the Regulations. Company further represents, warrants and undertakes that it shall ensure that each Assigned Worker or member of Personnel is afforded such rest breaks and holiday as is required under the Working Time Regulations 1998.

(b) In the event that an Assigned Worker or member of Personnel makes a request to the Company for information pursuant to Reg. 16 of the Regulations, Company shall, within 3 working days of receipt of such request, notify SIX of its receipt and provide a copy of such request to SIX for the purposes of obtaining such information as is in SIX's reasonable opinion required to respond to such request.

(c) Company represents, warrants and undertakes that it shall inform SIX in advance of the engagement of any Assigned Worker or member of Personnel if that person has at any previous date (and whether via Company or any other entity) carried out services for Company such as would render that person an "agency worker" for the purposes of the Regulations.

(d) For the purposes of this section 2, the following terms shall have the meanings given below:

(i) "Assigned Worker" means a natural person employed by Company and assigned by Company to work on SIX matters on a temporary basis;

(ii) "Personnel" means Company's non-temporary employees, agents or contractors and any other individual who provides services to Company from time to time; and

(iii) "Regulations" means the Agency Workers Regulations 2010.

2.2 For members of staff who are not British 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 Company has complied with all Employment Laws in respect of the employees of Company or other persons engaged by Company and placed with SIX (a "Staff Member") and no circumstances have arisen or exist which require or may require the payment of any sums or any action or cessation of any action in respect of a Staff Member. For these purposes, "Employment Laws" means all and any laws, including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights, whether of the European Community, United Kingdom or other relevant authority, relating to or connected with: (1) the employment and dismissal of employees (including their health and safety at work); and (2) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work).

2.4 The Company shall indemnify and keep indemnified SIX in respect of all losses, liabilities, damages, costs, expenses, claims, demands, fines or penalties (including all legal expenses and interest) incurred or suffered by SIX (directly or indirectly) as a result of the application of the Regulations and non-compliance with any of the provisions as set out in section 2 herein.

2.5 It is expressly declared that no rights shall be conferred under the Personnel Leasing Agreement on any person other than SIX and the Company, and no person other than SIX and the Company shall have any right to enforce any term of the Personnel Leasing Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## 3. Register of criminal convictions

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

## 4. Participation of SIX

4.1 SIX shall make all reasonably necessary documentation available to each member of staff to enable the member of staff to carry out their role and, where required, suitable workstations.

4.2 SIX shall grant to the member of staff placed all reasonably necessary access to SIX's premises upon reasonable prior notice during normal business hours to enable the member of staff to carry out their role.

## 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 SIX being required to specify the reasons for its decision.

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## 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 and without limitation, with respect to the stipulation of working times, organizational integration, supervision of work and compliance with the applicable standards, guidelines, house rules, and security policies.

7.2 The Company shall inform the members of staff placed with SIX 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. 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 Personnel Leasing Agreement including these GTC shall only be valid if they have been approved by the SIX procurement team in writing.

8.3 Remuneration shall be at a flat rate. Additional separate remuneration by the Company 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 hours per day shall be remunerated daily at a daily rate. Any extra daily hours worked in a day shall not be remunerated (no additional charges are payable for overtime). Working time of less than 8 hours shall be remunerated on a pro rata basis. Travel time and the time taken to commute to the place of deployment shall not be deemed to be deployment time and shall not be remunerated.

8.5 VAT shall be stated separately for SIX. All prices shall be stated exclusive of VAT. Charges and VAT shall be itemized on all invoices that are issued to SIX.

8.6 SIX shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

8.7 In the event of non-payment in whole or in part of any sum due by SIX under this agreement within 30 (thirty) days of the due date for payment thereof, Company 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.

## 9. Salary payments and insurance

9.1 The Company shall pay the member of staff his/her salary and any other payments required by law or contract, 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. The Company shall also provide any benefits to which the member of staff is entitled by law or contract. 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 at SIX's first request provide proof of having complied with the above obligations.

9.3 The Company shall indemnify SIX in respect of all losses, liabilities, damages, costs, expenses, claims, demands, fines or penalties (including all legal expenses and interest) incurred or suffered by SIX (directly or indirectly) as a result of non-compliance with any of the provisions as set out in this 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. The Company shall at its expense execute all documents and do all such acts as SIX may require to perfect such assignment of intellectual property rights.

10.4 Payment by SIX shall constitute compensation for the assignment and licensing of Rights to SIX under this clause.

## 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.

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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 [http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality\\_statement\\_en.pdf](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 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 If the Company Processes Personal Data in the course of performing the Personnel Leasing Agreement, 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 and all related applicable protection laws (together the "Data Protection Laws"). In the Personnel Leasing Agreement, the terms "Personal Data", "Data Processor", "Data Subject", "Process" and "Data Controller" are as defined in the Data Protection Laws.

12.2 SIX shall be entitled to transfer Personal Data SIX has received from the Company in connection with the performance of the Personnel Leasing Agreement to other SIX group companies in Switzerland and abroad for further Processing.

12.3 Insofar as the agreed services include data Processing on behalf of SIX, SIX shall be the Data Controller and the Company shall be the Data Processor.

12.4 SIX shall be solely responsible for determining the purposes for, and the manner in, which Personal Data are, or are to be, Processed. The Company shall Process Personal Data only to the extent reasonably necessary to perform its obligations under the Personnel Leasing Agreement 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.

12.5 The Company shall immediately notify SIX if, in the Company's reasonable opinion, any instruction or direction from SIX infringes the Data Protection Laws.

12.6 The Company shall not disclose Personal Data to any employee, director, agent, contractor or affiliate of the Company or any third party except as necessary for the performance of the Personnel Leasing Agreement, to comply with applicable law or with SIX's prior written consent

12.7 The Company shall be obliged to take 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 Personnel Leasing Agreement are effectively protected against accidental or unlawful loss, damage, alteration and unauthorized disclosure, access or Processing. In particular, as of May 2018, the Company shall ensure compliance with all data security requirements according to Art. 32 of the EU-GDPR.

12.8 Insofar as the Company transmits Personal Data to a subcontractor located in a country without equivalent data protection level, the Company shall conclude an agreement

incorporating the EU standard clauses with this subcontractor.

12.9. The Company shall be obliged to implement economically reasonable technical and organizational measures to enable SIX to answer requests from Data Subjects for protection of their rights. This includes in particular the right of disclosure as well as correction, deletion and portability of data of Data Subjects. The Company 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 the Company 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 the Company, the Company shall comply with such request. In all cases, the Company shall provide a copy to SIX of all Personal Data which it does so disclose.

12.10 The Company 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. The Company 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).

12.11 Upon termination of the agreed data Processing, the Company 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.

12.12 The Company shall be obliged to provide SIX upon request any information and cooperation necessary to prove fulfillment of the obligations according to this section 12. Such cooperation may include helping SIX to carry out risk assessments of the Company's data Processing operations, in particular, providing information about, and permitting SIX to inspect, those operations.

12.13 The Company shall Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as set out in the Personnel Leasing Agreement.

12.14 The Company 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 the Company's obligations under the Data Protection Laws.

12.15 In no event may the Company subcontract the Processing of any Personal Data which the Company Processes on SIX's behalf without the prior written consent of SIX. Where that consent is given, it will be conditional upon the Company 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 section 12.

12.16 The Company undertakes to provide training as necessary from time to time to the Company personnel with respect to the Company's obligations in this section 12 to ensure that the Company personnel are aware of and comply with such obligations.

12.17 The Company shall ensure that any Company

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personnel with access to Personal Data is bound by confidentiality obligations in respect of access, use or Processing of such Personal Data.

### 13. Security regulations

In its agreement with the member of staff, the Company must procure that the said member of staff complies with the access and security regulations of SIX. The Company also shall procure that the member of staff signs 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](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 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 Personnel Leasing Agreement may only be transferred to a third party with the written consent of SIX.

16.2 SIX shall be authorized to transfer the Personnel Leasing Agreement to other companies within the SIX 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 Personnel Leasing Agreement to shareholders or groups of shareholders or their affiliated companies.

### 17. Anti-Bribery and Slavery

17.1 In performing its obligations under the Personnel Leasing Agreement, each party shall:

- (a) comply with the Anti-Slavery Requirements;
- (b) implement due diligence procedures for its own suppliers and subcontractors to ensure that there is no Modern Slavery in its supply chains; and
- (c) supply information relating to the Personnel Leasing Agreement and its supply chains as reasonably requested by the other party to show the steps a party has taken to ensure that there is no Modern Slavery in any part of its business or supply chains.

17.2 Neither the Company nor Company personnel will, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Further, neither the Company nor Company personnel has taken or will take, directly or indirectly, any action that would cause SIX or SIX's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. The Company agrees to make all Company personnel conducting activities on behalf

of SIX available for compliance training as requested by SIX, to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with the Personnel Leasing Agreement and to make all such books and records available to SIX's duly authorised representatives as deemed necessary by SIX to verify the Company's compliance with Anti-Corruption Laws and the Personnel Leasing Agreement. SIX may terminate the Personnel Leasing Agreement immediately upon written notice to the Company where SIX determines in good faith that the Company has breached this section 17.2, the Company shall indemnify SIX from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind arising from any breach by the Company of this section 17.2 and/or Anti-Corruption Laws. This section 17.2 shall survive any termination or expiry of the Personnel Leasing Agreement.

17.3 For the purposes of the Personnel Leasing Agreement:

(a) "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

(b) "Anti-Slavery Requirements" means all applicable laws in relation to Modern Slavery including, but not limited to, the Modern Slavery Act 2015; and

(c) "Modern Slavery" means slavery, servitude and forced or compulsory labour and human trafficking.

### 18. Independent Provider

18.1 In the performance of the Personnel Leasing Agreement, Company is acting as an independent contractor of SIX, and neither Company nor any Assigned Worker is the servant, agent or employee of SIX.

18.2 Company will perform all administrative duties relating to the fulfilment of Services, including maintaining personnel and time records (including approved timecards and project logs), processing payroll, providing all insurance liability coverage, and meeting with SIX management to discuss and clarify Services, when and if requested.

18.3 Company will comply with all applicable tax laws, including tax withholding requirements. Company will pay and be solely responsible for paying and reporting (if necessary), for the Assigned Worker and any other Personnel providing Services, all applicable taxes (including income tax and national insurance contributions) and any other amounts required by any governmental entity applicable to such personnel. Company will indemnify SIX from any obligation to pay to any governmental entity any employer statutory taxes, withholding taxes, social security taxes unemployment or disability insurance or similar charges (including any interest or penalties thereon) in connection with the services performed by any Assigned Worker to SIX, and from any and all damages, losses, liability and expenses, including reasonable legal fees and costs of litigation, arising out of or resulting therefrom.

18.4 The Company acts as an employment business. Any Personnel or Assigned Workers are and will remain employees of Company exclusively, with no expectation or entitlement to compensation or any other benefit of

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employment with SIX. Nothing in the Personnel Leasing Agreement will be treated as creating or establishing the relationship of employer or employee between SIX and Company or between SIX and any Personnel or any Assigned Worker. Company agrees to advise all Personnel and all Assigned Workers of the foregoing and shall not include any term in any agreement with any Personnel or Assigned Worker, or make any representation or warranty or promise to any Personnel or any Assigned Worker that is inconsistent with the Personnel Leasing Agreement.

18.5 Company will be solely liable for the conduct of Assigned Worker and his or her compliance with the relevant provisions of the Personnel Leasing Agreement.

### 19. Transfer Regulations

19.1 If, on termination of the Personnel Leasing Agreement (in full or in part) or on SIX or a Successor providing SIX with services similar to the Services (or some of them) in succession to the Company, any contract of employment in relation to any person engaged in providing the Services (or some of them) has effect or is alleged to have effect as if originally made between SIX or any Successor and that person (the "relevant person"), the following will apply:

a) the Company will within 7 days after becoming aware of that finding or allegation make that relevant person a written offer of employment to commence immediately on the same terms and conditions as SIX would be obliged to provide to such relevant person (whether pursuant to the Transfer Regulations or to the Personnel Leasing Agreement) if his employment transferred pursuant to the Transfer Regulations and under which Company agrees to recognise that relevant person's period of service with Company;

b) SIX or any Successor (as applicable) may within 15 days of the notification referred to in (a) above terminate (or purport to terminate) the contract of employment of the relevant person with immediate effect;

c) Company shall indemnify and keep indemnified SIX and any Successor against all and any Liabilities arising from or related to:

(i) the employment or engagement of any relevant person (by the Company or any third party sub-contractor) including the termination of such employment or engagement;

(ii) any termination (or purported termination) of employment by Six or any Successor pursuant to section 19(1)(b);

(iii) the employment of the relevant person from the date of transfer or alleged transfer by Six or any Successor to the date on which his or her employment terminates;

(iv) any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Company or the termination of that employment;

(v) the transfer of alleged transfer of the employment of a relevant person pursuant to the Transfer Regulations including for the avoidance of doubt Liability arising from the failure or alleged failure to comply with the information and consultation requirements under the Transfer Regulations

19.2 For the purposes of this section 19, the following terms shall have the following meanings:

a) Liabilities means all actions, proceedings, costs (including legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from Employment Law;

b) Replacement Services means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than the Company following the termination of the Personnel Leasing Agreement (or the relevant part of the Personnel Leasing Agreement);

c) Services means the services to be provided by Company pursuant to the terms of the Personnel Leasing Agreement;

d) Successor means any entity (including SIX where relevant) which provides the Replacement Services;

e) Transfer Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any other law implementing in any jurisdiction the European Council Directive 2001/23/EC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses as amended or replaced from time to time.

### 20. Applicable law and place of jurisdiction

20.1 The construction, validity and performance of the Personnel Leasing Agreement and all non-contractual obligations arising from or connected with the Personnel Leasing Agreement shall be governed by the laws of England.

20.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Personnel Leasing Agreement.