

## 1. Application domain

1.1 These Standard Terms and Conditions for Service Contract ("STC Services") form an integral part of each Service Contract ("Contract") concerning services (incl. IT services), especially in relation to consulting, planning, assistance and training ("Services").

1.2 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 STC Services. Supplier shall be obliged to always act in full compliance with this code.

## 2. Realization

2.1 Supplier warrants and represents that it carries out its contractual duties with all due care, skill and competence, and in so doing shall comply with all instructions and specifications issued by SIX in relation to the Service and perform all of its obligations in accordance with the then current state of technology, and applicable legal requirements. Supplier further warrants and represents that there are no outstanding actions which might affect Supplier's ability to provide the services.

2.2 Supplier shall submit reports to SIX on a regular basis concerning the Services. SIX has the right to audit and verify the status of the performance of the Contract and to demand information in that regard.

2.3 Supplier shall report promptly to SIX any circumstance or factor that could jeopardize provision of the Services.

## 3. SIX's obligation to cooperate

3.1 SIX shall communicate to Supplier, in good time, any requirements or other data that are relevant for the performance of the Contract. Insofar as Supplier considers necessary, any further provisions concerning SIX's duty to cooperate shall be included in the Contract.

3.2 SIX shall provide to Supplier any documentation and/or office space that may be reasonably necessary for performance of the Contract.

3.3 SIX shall grant Supplier access to the premises of SIX, insofar as is reasonably necessary for performance of the Contract.

## 4. Right to issue instructions

SIX shall be entitled, at any time, to issue instructions related to the contractual Services and Supplier shall be obliged to comply with such instructions.

## 5. Deployment of staff

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

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

5.3 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.

5.4 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 (subcontractors) 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 Services in a contractually compliant manner.

6.2 Insofar as the agreed services include data processing on behalf of SIX, as of May 2018 Supplier shall prove beforehand that the subcontractor has implemented the required technical and organizational measures and has the necessary know-how in order to be able to fully adhere to the EU General Data Protection Regulation (EU-GDPR). In addition, Supplier shall contractually oblige the subcontractor and any involved employees of the subcontractor to strict confidentiality as well as to fulfill any other obligations arising from the EU-GDPR or any other applicable data protection legislation.

6.2 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 (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## 7. Training

Supplier shall assume responsibility for the provision of and for and the cost of initial training of SIX personnel, whereby the scope of such training shall be defined in the Contract.

## 8. Change requests

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

8.2 Supplier shall be prohibited from rejecting any Change Request insofar as the Change in question is practicable and does not alter the overall nature or characteristics of the Services.

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

8.4 Any change in any deliverable, price, delivery date, or contractual provision shall be subject to realization of an amendment to the Contract, agreed in writing between the parties. Any change in the price of the Services shall be calculated on the basis of the original price.

## 9. Default

9.1 Insofar as Supplier is in material breach of its obligations under the Contract or fails to meet any contractual delivery or performance deadline as set out in the Contract or otherwise agreed by the parties, SIX shall, at its sole discretion, grant Supplier a reasonable grace period. Insofar as Supplier does not deliver the contractually stipulated services by the end of the grace period, Supplier shall automatically be deemed in default.

9.2 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.

## 10. Consequences of termination

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. Supplier shall also return to SIX all technical equipment received from SIX under the Contract.

## 11. Intellectual property rights

11.1 Any intellectual property rights (intangible property and related rights; "Rights") produced by Supplier pertaining to the Services and any Deliverables, belong to SIX immediately upon creation. The foregoing shall apply in particular to any documentation or evaluation that is elaborated in printed or machine readable form, and in particular to any source code, programs, analysis, design and/or program documentation, as well as to any data that is stored on any storage medium whatsoever. SIX shall therefore be entitled to use the Deliverables in any manner whatsoever, including for the purpose of modifying, copying, and/or commercializing them as well as assigning them to a third party. Insofar as Supplier has involved a subcontractor when performing the contract and some of the Rights pertaining to the Services have been produced by the subcontractor, Supplier shall be accountable for ensuring that the subcontractor assigns these rights to SIX. SIX may grant Supplier rights to use the Deliverables produced under the Contract.

11.2 Any pre-existing Rights shall remain in force and owned by the applicable party. Supplier shall inform SIX about any of its pre-existing Rights that it owns. With respect to pre-existing Rights appertaining to parts of the Deliverables, SIX shall receive a perpetual, irrevocable, non-exclusive, royalty-free, transferrable right to use without restrictions in terms of time, space and substance, which grants SIX the possibility to use and dispose of the Deliverables within the meaning of clause 11.1 and to receive the benefit of the Services. Supplier undertakes not to establish any Rights based on those pre-existing Rights which might interfere with or otherwise negatively impact the licence granted to SIX in accordance with the Contract. In particular, supplier undertakes to transfer or license these rights only subject to the rights of use of SIX.

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

11.4 Both parties retain the right to use and dispose of ideas, processes and methods that are not legally protected as well as jointly developed know-how.

11.5 The Supplier shall at its expense execute all documents and do all such acts as SIX may require to perfect such assignment of intellectual property rights.

## 12. Breach of intellectual property rights

12.1 Supplier warrants and represents that performance of the Service and provision of the Deliverables does not infringe the Rights of any third parties.

12.2 Supplier shall, at its own expense, risk and without delay, defend SIX 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 for any costs and damages (including compensation for damages) incurred by SIX in connection with any such claim.

12.3 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. If Supplier fails to change the Services 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 Deliverables.

## 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 Supplier 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 the Contract, 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" (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)). 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 default for the purposes of clause 9.

## 14. Prices and terms of payment

14.1 Supplier shall provide the Services either at fixed prices or on a cost per service basis subject to a maximum amount as set out in the Contract.

14.2 SIX assumes 8 working hours per working day. However, SIX expects a commitment to work that is in line with professional business standards and if required, to work more than 8 working hours per day. Additional working hours may not be charged. If Supplier works less than 8 hours per day, only the actual working hours are to be charged. Travel time shall not be regarded as working hours.

14.3 Any statements in timesheets deviating from rules agreed upon in the contract or these STC Services shall only be valid if they have been approved by SIX procurement in writing.

14.4 The prices for the Services shall include the cost of all elements that are necessary in order to perform the Contract. All prices shall be stated exclusive of VAT.

14.5 Charges and VAT shall be itemized on all invoices that are issued to SIX.

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

14.7 In the event of non-payment in whole or in 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. Non-disclosure

15.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Services, 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 or financial infrastructure secrets.

15.2 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 financial infrastructure 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, which shall form an integral part of the Contract (non-disclosure 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)). All such signed documents shall be kept on file by Supplier and handed over to SIX on first request.

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

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

15.5 SIX shall have the right to disclose the content of the contract to other SIX Group companies.

## 16. Processing of Personal Data

16.1 If Supplier Processes Personal Data in the course of 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 and all related applicable 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.

16.2 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.

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

16.4 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.

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

16.6 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.

16.7 Supplier 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 this 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.

16.8 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.

16.9. Supplier 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. 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.

16.10 Supplier shall be obliged to support SIX in fulfilling its obligations to ensure data security according to Art. 32 EU-GDPR; its obligations to report data protection breaches according to Art. 33 und 34 EU-GDPR; and its 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).

16.11 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.

16.12 Supplier shall be obliged to provide SIX, upon request, any information and cooperation necessary to prove fulfillment of the obligations according to this clause 16. 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.

16.13 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.

16.14 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.

16.15 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 16.

16.16 Supplier undertakes to provide training as necessary from time to time to Supplier personnel with respect to Supplier's obligations in this clause 16 to ensure that Supplier personnel are aware of and comply with such obligations.

16.17 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.

## 17. Liability

17.1 Nothing in the Contract shall limit or exclude either party's liability:

(a) for any loss to the extent that it is caused by fraud, dishonesty or deceit;

(b) for death or personal injury caused by its (or its agents') negligence;

(c) for any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

(d) that may not otherwise be limited or excluded under applicable law.

17.2 Except as set out in clause 17.1, neither SIX nor any of SIX's group companies shall be liable whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, the Contract, for:

(a) loss of profit;

(b) loss of goodwill;

(c) loss of business; or

(d) any indirect or consequential loss (including where such loss or damage is of the type specified in clauses 17.2(a) to (c) above).

17.3 Except as set out in clause 17.1, SIX's total aggregate liability, and that of its group companies, to Supplier (and any subcontractors) whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or arising out of or in connection with the Contract will be limited to the fees paid by SIX in the twelve (12) months preceding the act or omission giving rise to the liability less any amount paid previously by SIX to Supplier (or any of its affiliates) in satisfaction of any claim.

17.4 The Parties 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 (excluding strikes by their own personnel), forces of nature). If Supplier is prevented from performing the Contract for more than thirty (30) days, SIX shall have the right to terminate the Contract.

## 18. Supplier's status as an independent contractor

18.1 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.

18.2 If Supplier is classified as a non-independent contractor rather than an independent contractor, Supplier shall indemnify SIX to the extent 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.

## 19. Liability insurance

19.1 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 Services.

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

## 20. Assignment

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

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

## 21. Written form

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

## 22. 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.

## 23. Use of SIX as a reference

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

## 24. Right to audit

24.1 SIX, its external audit company and its supervisory authorities shall have a comprehensive and unrestricted right to conduct examinations and inspections at all times of Supplier.

24.2 Supplier is obliged to assist SIX and its external audit company and supervisory authorities in such examinations with the means at its disposal and to issue all relevant documents upon first request.

24.3 If Supplier uses related companies or other companies to fulfill its contractual obligations, Supplier shall make this clause 24 contractually binding on these companies, so that SIX, its external audit company and its supervisory authorities can claim this right of examination directly in respect of these companies.

24.4 The reasonable costs of such an examination shall be borne by SIX. However, if the examination finds that Supplier is in breach of contractual provisions, Supplier shall bear the costs of the examination in full.

24.5 SIX shall also have the right to inspect Supplier's own audit reports.

## 25. Applicable law; place of jurisdiction

25.1 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 England

25.2 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 Contract.

**The following supplementary provisions do always apply for Service elements with the nature of a work and labor contract:**

## 26. Acceptance of the Deliverables

26.1 SIX shall test the Deliverables in collaboration with Supplier in a test environment. Following completion of such tests, SIX shall submit to Supplier a written description of any defect in the Deliverables that is revealed by such Acceptance Testing or confirm that no defects were identified.

26.2 Following successful Acceptance Testing, the Deliverables shall run in a production environment for sixty (60) days. Where no defect of any kind is discovered during this period, the Deliverables will be considered to have passed Acceptance Testing and an acceptance certificate shall be signed by both parties. Only Deliverables that have a signed acceptance certificate shall be deemed accepted by SIX.

26.3 Any defect that comes to light during the acceptance process shall be classified as follows:

- minor defect: a minor defect shall mean any defect that constitutes a minor impediment to use of the Deliverables in accordance with the contractually defined purpose thereof.
- major defect: a major defect shall mean any defect that constitutes a major impediment to use of the Deliverables in accordance with the contractually defined purpose thereof.
- disabling defect: a disabling defect shall mean any defect that completely precludes use of the Deliverables in accordance with the contractually defined purpose thereof.

26.4 Insofar as any minor or major defect comes to light, SIX shall determine whether or not the Deliverables can be put into operation.

26.5 Insofar as any disabling defect comes to light, the Deliverables shall not be deemed to have been accepted.

26.6 Insofar as Supplier fails to provide the Deliverables in a contractually compliant manner within a reasonable grace period set by SIX, SIX shall be entitled to take any of the following actions in SIX's discretion:

- (a) extend the grace period;
  - (b) deduct the reduced value from Supplier's compensation and refund the price difference to SIX;
  - (c) terminate the Contract in whole or in part; or
  - (d) reclaim the applicable documentation and the work that has been done to date, and have any remaining work carried out by a third party at Supplier's expense and risk.
- 26.7 Insofar as the acceptance is unsuccessful, liquidated damages as set out in the Contract shall be imposed on Supplier, in addition to the rights referred to in clause 26.6.

## 27. Warranty period

27.1 The warranty period shall be two (2) years from the date of acceptance pursuant to clause 26.

27.2 The warranty period for any defect that is rectified shall start again as from the date of said rectification.

27.3 Supplier's warranty obligations shall be waived insofar as SIX makes any unauthorised changes in the source code, the hardware or any standard interface of a Deliverable.

## 28. Documentation

Prior to the commencement of the acceptance procedure for the Deliverables, Supplier shall provide SIX with fully reproducible and market-compliant documentation of the operational Deliverables, 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.