

## 1. Scope

1.1 These Standard Terms and Conditions for Service Contract (hereafter called the "STC Services") form an integral part of the 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", where it also addresses Service Providers ([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. Contractors shall be obliged to always act in full compliance with this Code.

## 2. Realization

2.1 Contractor shall provide its Services and comply with its contractual duties with all due care and competence, and in so doing shall carry out all instructions and specifications issued by SIX in relation to the Service. Contractor shall also abide by the current state of technology, and the legal requirements. In the case of a serious breach by Contractor of these obligations, Contractor shall be obliged to pay SIX a penalty in the amount of 20% of the Contract value but not less than EUR 8,500.

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

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

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

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

## 4. Right to issue instructions

SIX is authorized to issue instructions to Contractor at any time with regard to contractually performed Services. Service

## 5. Deployment of personnel responsible for execution

5.1 For provision of the Services, Contractor shall only deploy carefully selected and appropriately trained personnel who should be replaced in case of insufficient expertise or if they otherwise endanger performance of the Contract.

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

5.3 Contractor shall only deploy personnel with the authorizations required for provision of the Services. In case the involved personnel of Contractor has access to the IT systems of SIX, Contractor shall procure a criminal record of the respective personnel which is no older than three months.

## 6. Engagement of third parties

6.1 Any engagement of third parties (sub-contractors) shall be subject to prior approval by SIX and shall be without prejudice to Contractor'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, Contractor shall prove beforehand that the sub-contractor 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, Contractor shall contractually oblige the sub-contractor and any involved employees of the sub-contractor to strict confidentiality as well as to fulfill any other obligations arising from the EU-GDPR or any other applicable data protection legislation.

6.3 SIX shall be entitled to obligate Contractor to engage third parties for provision of contractual Services. In such a case, SIX shall be liable for the consequences of any faulty Services by any such third party, insofar as Contractor proves that said third party acted properly and complied with the relevant instructions and requirements.

## 7. Instruction

Contractor shall assume responsibility 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 Requests, Contractor shall submit to SIX a written notification indicating whether the requested change is realizable; and any effect such changes 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, Contractor shall continue carrying out its Services according to Contract during the period in which any Change Request is being evaluated.

8.2 Contractor 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 the Contractor 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. Any change in the price of the Services shall be calculated on the basis of the original price.

## 9. Default

9.1 Insofar as Contractor fails to meet any contractual performance deadlines, SIX shall grant Contractor a reasonable grace period. Insofar as Contractor does not deliver the contractually stipulated Services before the end of the grace period, Contractor shall automatically be deemed in default.

9.2 Insofar as Supplier defaults, Supplier shall pay SIX a contractual penalty equal to 0.2 percent of the remuneration under the Contract due per day of default, but up to a maximum of 10 percent with a maximum of 10 percent of said amount, without SIX waiving its right to seek full compensation for the damage caused. Application of the foregoing shall be excluded.

9.3 Payment of any such penalty shall be deducted from any damages Supplier is required to pay, but shall not relieve Supplier of any contractual or other duties whatsoever.

9.4 In the event of default by the Supplier. If Supplier, despite an initial grace period pursuant to clause 10.1 of these General Conditions, is still in default, SIX shall grant Supplier another reasonable grace period. Insofar as Supplier is still in default after the second grace period, Supplier shall pay SIX a contractual penalty amounting to EUR 2,500 for each day of the additional grace period as well as for any further days of default and SIX shall be entitled to terminate the Contract in whole or in part.

## 10. Consequences of termination

On termination of the Contract, Contractor shall return to SIX 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. Contractor 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 Contractor pertaining to the provisioning of Services or Deliverables, belong to SIX immediately upon formation of said rights. 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 Contractor has involved a sub-contractor when performing the Contract and some of the Rights pertaining to the Services have been produced by the sub-contractor, Contractor shall be accountable that the sub-contractor assigns these rights to SIX. SIX may grant Contractor rights to use Deliverables produced under the Contract.

11.2 Any pre-existing Rights shall remain in force. Contractor shall inform SIX about pre-existing Rights. With respect to pre-existing Rights appertaining to parts of the Deliverables, SIX shall receive a non-exclusive, 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. Contractor undertakes not to establish any Rights based on those pre-existing Rights which might be counter to the possibilities of use granted here. In particular, Contractor 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 said Rights.

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.

## 12. Breach of intellectual property rights

12.1 Contractor warrants that provision of the Service or Deliverables does not infringe the Rights of any third parties.

12.2 Contractor 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 Contractor, the latter shall without delay inform SIX in writing. If the third party asserts claims directly against SIX, SIX shall notify Contractor promptly in writing and Contractor 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 assume any costs (including compensation for damages) incurred by SIX in connection with any such claim. Clause 17.1 shall not apply. To the extent that

SIX is responsible for the breach of the Rights, claims against Supplier shall be excluded.

## 13. Security Regulations

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

13.2 Contractor 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 Contractor who spend time in the premises of SIX and who handle business information and data as well as computer equipment and documentation for SIX 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)). Contractor shall keep the signed forms on file and hand over to SIX on first request.

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

## 14. Prices and terms of payment

14.1 Contractor shall provide the Services either at fixed prices or on a cost per service basis subject to a maximum amount.

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, Contractor personnel to work more than 8 working hours per day. Additional working hours may not be charged. If Contractor 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, exclusive of charges.

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.

## 15. Nondisclosure

15.1 Contractor shall keep confidential all information, documentation and data that are acquired by Contractor in connection with the process of provisioning the contractual Services ("business secrets"), and shall in particular be prohibited from making Confidential Information available or accessible to any third party or otherwise disclosing Confidential Information.

15.2 Contractor shall advise all personnel involved in performing the Contract of said personnel's obligation to keep business, banking and financial infrastructure secrets confidential, and shall formally obligate said personnel to abide by this covenant. Contractor shall in particular obligate all such personnel to sign the non-disclosure declaration of SIX, (available at: [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)), which shall form an integral part of the Contract. All such signed documents shall be kept on file by Contractor and handed over to Group on first request.

15.3 A contractual penalty amounting to the contract value, but not less than EUR 20,000, shall be imposed on Contractor for any breach of clause 15, whatever its nature.

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

15.5 This non-disclosure obligations shall prevail pre-existing obligations of non-disclosure.

15.6 SIX shall have the right to disclose the content of this contract to other SIX Group Companies.

## 16. Processing of personal data

16.1 In the event that the Contractor processes personal data, the Contractor, in its capacity as sub-contractor as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, shall process such data only on the instructions of the data controller concerned, and shall take all useful precautions to safeguard such data and, in particular, to prevent it from being corrupted, damaged or communicated to unauthorized persons.

16.2 To this end, the Contractor shall, in particular, respect and ensure that its personnel respect the following obligations:

- a) not to use the documents or information processed for any purpose other than those specified in the Contract,
- b) not to disclose such documents or information to third parties,
- c) to take all useful precautions in order to avoid misuse or fraudulent use of computer files in the course of Contract execution,
- d) to take all reasonable safeguards to ensure the implementation of security measures, in particular in terms of material, to ensure the storage and integrity of documents and information processed during the term of the Contract.

16.3 No data of a personal nature may be processed by the Contractor outside the European Union without the prior, written agreement of the data controller concerned and the implementation, in particular from a contractual point of view, of adequate safeguards to protect such data.

## 17. Liability

17.1 The contracting 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 all cases, liability shall be limited to any damage, loss or injury effectively incurred and proven. Except in the case of malicious intent, liability shall be capped at double the amount of the Contract value.

17.2 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, forces of nature). If Contractor is prevented from performing the Contract for more than thirty (30) days, SIX shall have the right to withdraw from the Contract.

17.3 The rules in this section shall be subject to clause 12.2.

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

18.1 In its capacity as an independent contractor, Contractor shall assume sole responsibility for payment of all taxes, social security charges, and the like that are payable by Contractor. Contractor shall also obtain any insurance coverage desired by Contractor in its own name.

## 19. Liability insurance

19.1 Contractor shall obtain liability insurance that covers any damages that may be attributable to Contractor or the personnel thereof, whereby the amount of the coverage obtained shall be concomitant with the value of the Services.

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

## 20. Assignment

20.1 Any assignment of the Contract by both parties to a third party shall require prior written authorization from the other party.

20.2 Notwithstanding the foregoing, SIX shall be entitled to assign the Contract to any other SIX of SIX.

## 21. Written form

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

## 22. Severability clause

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.

## 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.

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

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

## 25. Applicable law; place of jurisdiction

This Agreement is subject to Belgium law, to the exclusion of all other laws. The Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980) is expressly excluded by the parties.

In the case of any disputes arising out of or in connection with the interpretation, conclusion, execution or termination of the present Contract, the exclusive place of jurisdiction shall be the French-speaking Courts and Tribunals of Brussels.

documentation shall be provided on paper and electronically, and in the languages specified in the Contract. The Contractor shall make updates if necessary.

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

## **26. Acceptance of the Deliverables**

26.1 SIX shall check the Deliverables in collaboration with Contractor, and shall submit to Contractor a written description of any defect in Deliverables that is revealed.

26.2 The Deliverables shall be deemed to have been fully accepted insofar as they conform with the contractual requirements. An acceptance certificate shall be drawn up following acceptance and shall be signed by both parties.

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 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 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 Service.

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

26.6 Insofar as Contractor 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 at its discretion:

- a) extend the grace period;
- b) deduct the reduced value from Contractor's compensation;
- c) terminate the Contract in whole or in part;
- 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 Contractor's expense and risk.

26.7 Insofar as the acceptance is unsuccessful, a contractual penalty amounting to ten (10) percent of the total price shall be imposed on Contractor, in addition to the rights referred to in clause 26.6.

## **27. Warranty period**

27.1 The warranty period shall be two (2) years upon 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 Contractor's warranty obligations shall be waived insofar as SIX makes any changes in the source code, the hardware or any standard interface.

## **28. Documentation**

Prior to the acceptance procedure for Deliverables, Contractor shall provide SIX with fully reproducible and market-compliant documentation of the operational Deliverables, whereby said