

1. Scope of application

1.1 These Standard Terms and Conditions for Work and Labor Contract ("STC Work and Labor") form an integral part of each Work and Labor Contract ("Contract") concerning the purchase and design of information systems ("Hardware"), the manufacture of individual software, and/or any other contractual products or services ("Deliverables").

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 Work and Labor. Supplier shall be obliged to act in full compliance with this code.

2. Realization

2.1 Supplier shall submit reports to SIX on a regular basis concerning the Deliverables and shall keep Supplier informed with respect to any evolution, factor or circumstance that could result in any change in the Deliverables from a technical, business, financial or economic standpoint.

2.2 Supplier shall report promptly to SIX any circumstance or factor that could jeopardize provisioning of the Deliverables.

2.3 SIX shall communicate to Supplier, in good time, any requirements or other data that are relevant for performance of the Contract. Further provisions concerning SIX's duty to cooperate can be agreed upon in the Contract.

3. Deployment of staff

3.1 For rendering the Deliverables, 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.

3.2 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.

3.3 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.

3.4 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.

4. Engagement of third parties

4.1 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 Deliverables in a contractually compliant manner.

4.2 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.

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

5. Change requests

5.1 SIX shall be entitled to submit written change requests concerning the Deliverables 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 Deliverables, 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 work 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.

5.2 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 Deliverables.

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

5.4 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 Deliverables shall be calculated on the basis of the original price.

6. Documentation

6.1 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.

6.2 If any defect is detected in the Deliverables, Supplier shall update the documentation and source code promptly, insofar as necessary.

7. Training

Supplier 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. Insofar as said scope is not defined in the Contract, an installation manual and an operating manual shall be deemed to fulfill the entirety of Supplier's training obligations pursuant to this clause.

8. 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.

9. Acceptance of the Deliverables

9.1 SIX shall test the Deliverables ("Acceptance Testing"), 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.

9.2 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.

9.3 Any defect that comes to light during the initial Acceptance Testing process or during the sixty days operating period 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.

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

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

9.6 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 remuneration and refund any already paid price difference;
 - (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 SIX a third party at Supplier's expense and risk.
- 9.7 Insofar as Acceptance is unsuccessful, liquidated damages shall be imposed on Supplier, in addition to the rights referred to in clause 9.6, to the extent expressly specified in the Contract.

10. Default

10.1 Insofar as Supplier fails to meet a contractual deadline for a fixed milestone, Supplier shall automatically be deemed in default. In case of flexible milestones SIX shall grant Supplier a reasonable grace period and Supplier shall

only be deemed in default if Supplier fails to deliver until end of grace period.

10.2 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 of the contract.

10.3 Payment of any such penalty shall be deducted from any damages Supplier is required to pay, but shall not relieve Supplier of any contractual duty whatsoever.

10.4 If as Supplier defaults, SIX shall grant Supplier another reasonable grace period. Insofar as Supplier is still in default after the grace period, Supplier shall pay SIX a contractual penalty amounting to DKK 18'000 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.

11. Warranty period

11.1 The warranty period shall be at least two (2) years from the date of acceptance pursuant to clause 9.

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

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

12. Notice of defect

12.1 Notice regarding any defect in the Deliverables shall be provided by SIX as soon as reasonably possible during the warranty period.

12.2 Notice of any latent or willfully concealed defect may be made by SIX within a period of ten (10) years following the date of Acceptance.

13. Termination

13.1 SIX shall be entitled to terminate the Contract due to any of the following reasons:

- (a) unsuccessful Acceptance (clause 9); or
- (b) any default (clause 10)

13.2 SIX shall be entitled to terminate the Contract at any time by giving 1 month written notice.

14. 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.

15. Intellectual property rights

15.1 Any intellectual property rights (intangible property and related rights; "Rights") produced by Supplier pertaining to the Deliverables within the framework of production and maintenance, 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.

15.2 Any pre-existing Rights of the Supplier shall remain in force and with Supplier, provided these rights and the respective work elements are explicitly mentioned in the Contract. Insofar as the work contains elements with pre-existing rights which are not explicitly mentioned in the Contract and therefore not approved by SIX to be included in the Deliverables, the pre-existing rights shall be transferred to SIX immediately upon payment of the fee. Supplier shall inform SIX about pre-existing Rights. With respect to pre-existing Rights pertaining 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 15.1 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 license 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.

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

15.4 SIX retains all pre-existing Rights owned by SIX. 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.

15.5 SIX shall be entitled to make copies of any used standard software for archiving and backup purposes, and to use said software as backup software during any downtime period, without incurring any additional charge for such use.

15.6 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.

16. Breach of intellectual property rights

16.1 Supplier warrants and represents that creation, delivery and performance of the Deliverables does not infringe the Rights of any third parties.

16.2 Supplier shall, at its own expense, risk and without delay, defend SIX against any 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.

16.3 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, 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 Deliverables.

17. Source code

Insofar as Supplier is no longer able to provide technical support and maintenance for any reason whatsoever, especially due to bankruptcy, composition proceedings, SIX shall be entitled to access Supplier's source code which forms part of the Deliverables. In the interest of ensuring that said source code is readily available, SIX shall be entitled to require, at any time, that the source code be safeguarded either by being deposited at an independent third party or via realization of the relevant technical measures on a system of SIX's choice and that such source code be kept updated. The cost and expense of all such measures shall be assumed by Supplier.

18. Maintenance and upkeep

18.1 Supplier shall maintain the interoperability of the Deliverables (e.g. Hardware and individual and standard software) that is accepted, whereby said interoperability shall be provided for a period of forty-eight (48) months following expiration of the warranty period referred to in clause 11.

18.2 Supplier shall supply SIX with replacement and extension components for the Hardware and the Deliverables, under conditions that are usual in the market, for a period of no less than six (6) years following Acceptance (pursuant to clause 9).

18.3 Supplier shall provide SIX with technical support (maintenance and repairs) for the Deliverables (e.g. Hardware as well as standard and individual software) for a period of no less than four (4) years following expiration of the warranty period, insofar as such maintenance and repairs are requested by SIX. Deliverables e.g. releases, updates, upgrades established thereby are subject to clause 15.1.

19. Security regulations

19.1 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.

19.2 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 his 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.

19.3 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.

20. Compensation and terms of payment

20.1 Company shall provide the Deliverables on the basis of fixed prices or on a cost per service basis subject to a maximum amount as set out in the Contract.

20.2 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. Statements in time sheets deviating from rules agreed upon in the Contract or these STC Work and Labor are only valid if approved by SIX procurement in writing. In addition, travel time shall not be regarded as working hours.

20.3 The prices shall include the cost of all elements that are necessary in order to perform the Contract and in particular installation, testing and documentation costs, incidental expenses, licensing fees, packaging costs, shipping, insurance and off-loading costs, any taxes (including VAT) or other government charges.

20.4 Payment shall be owed upon Acceptance, pursuant to Clause 9. SIX shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

20.5 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.

21. Non-disclosure

21.1 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.

21.2 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.

21.3 A contractual penalty amounting to the contract value, but not less than DKK 100'000, shall be imposed on Supplier for any breach of clause 21.

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

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

21.6 SIX shall have the right to disclose the content of the Contract to other SIX Group companies.

22. Processing of Personal Data

22.1 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.

22.2 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.

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

22.4 SIX shall be solely responsible for determining the purposes for which 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 this 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..

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

22.6 Supplier shall not disclose Personal Data to any employee, director, agent, contractor or affiliate of the 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.

22.7 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.

22.8 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.

22.9. 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 the 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 the Supplier, the Supplier shall comply with such request. In all cases, the Supplier shall provide a copy to SIX of all Personal Data which it does so disclose.

22.10 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; 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).

22.11 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.

22.12 Supplier shall be obliged to provide SIX upon request any information and cooperation necessary to prove fulfillment of the obligations according to this clause 22. Such cooperation may include helping SIX to carry out risk assessments of the Supplier's data Processing operations, in particular, providing information about, and permitting SIX to inspect, those operations.

22.13 The 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.

22.14 The 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 the Supplier's obligations under the Data Protection Laws.

22.15 In no event may the Supplier subcontract the Processing of any Personal Data which the Supplier Processes on SIX's behalf without the prior written consent of SIX. Where that consent is given, it will be conditional upon the 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 22.

22.16 The Supplier undertakes to provide training as necessary from time to time to the Supplier personnel with respect to the Supplier's obligations in this clause 22 to ensure that the Supplier personnel are aware of and comply with such obligations.

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

23. Liability

23.1 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 slight negligence the liability shall be capped at the double amount of the contract value.

23.2 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.

23.3 The rules in this clause shall be subject to clause 16.2.

24. Supplier's status as an independent contractor

24.1 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.

24.2 If Supplier is classified as a non-independent contractor rather than (pursuant to clause 24.1 hereof) 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.

25. Liability insurance

25.1 Supplier shall obtain liability insurance that covers any damages that may be attributable to Supplier or its personnel, whereby the amount of the coverage obtained shall be consistent with the value of the Deliverables.

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

26. Assignment

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

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

27. Written form

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

28. 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.

29. Use of SIX as a reference

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

30. Applicable law; place of jurisdiction

30.1 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.

30.2 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.