

1. Scope of application

1.1 These Standard Terms and Conditions for Cloud Services Contracts ("STC Cloud") form an integral part of each Cloud Contract ("Contract") concerning application services ("Service" or "Services").

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 Cloud. Supplier shall be obliged to act in full compliance with this code.

2. Realization

2.1. To the extent set out in the Contract, the Services shall include the provision and/or operation of an application ("Software as a Service"), IT infrastructure ("Infrastructure as a Service"), an IT platform ("Platform as a Service") or a business process ("Business Process as a Service") that will be used by SIX over an internet connection or other telecommunications connection. The Services shall include the use of the corresponding documentation. The Services together with any new functionality, upgrades, enhancements, patches, fixes or modifications created by or on behalf of the Supplier, and the corresponding licences shall be provided in consideration of the Contract price.

2.2 Supplier shall correct all malfunctions in the Services at its own cost, except where Supplier can demonstrate to SIX's satisfaction that such malfunctions were caused by SIX, in which case such corrections may be subject to a reasonable additional charge.

2.3 Supplier shall ensure operation of the relevant Service throughout the entire period of its planned use. Said period shall amount at least six years.

2.4 Supplier shall provide SIX with information on a regular basis regarding technical optimizations and improvements to the Service.

2.5 Supplier shall carry out and comply with Supplier's contractual duties with all due care, skill and competence, and in so doing shall comply with all instructions 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 legislation, statutory instructions, common law, codes of conduct, regulations, rules and guidance as updated or replaced from time to time.

3. On-call, maintenance and malfunction correction times

3.1 On-call times: Supplier shall provide its Services in accordance with the times agreed in the Contract.

3.2 Maintenance time: Supplier shall complete any maintenance during the maintenance time agreed in the Contract. It shall maintain availability of sufficient amounts of defect-free spare parts, tools and measuring devices as required to provide the Services.

3.3 Supplier shall also continue to provide maintenance outside the maintenance time at the request of SIX and at an additional charge.

3.4 Malfunction correction time: This shall mean the maximum amount of time that elapses until a problem has been corrected and use and functionality of the Service has been fully restored as specified in the Contract.

4. Deployment of staff

4.1 The Supplier shall ensure that the personnel used by the Supplier to provide the Services shall possess the required skills and are appropriately qualified. SIX may require the Supplier to replace any such personnel (at the Supplier's own cost) where they have insufficient expertise or otherwise endanger the performance of the Services.

4.2 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.

4.3 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.

4.4 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.

5. Engagement of third parties

5.1 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.

5.2 Insofar as the agreed services include data processing on behalf of SIX, Supplier shall procure that any subcontractor shall have implemented (and continue to implement) 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) and related applicable data protection law. In addition, Supplier shall contractually oblige the subcontractor and any involved employees of the subcontractor to comply with strict confidentiality obligations consistent with those set out in this Agreement, as well as to fulfil any other obligations arising from the EU-GDPR or any other applicable data protection legislation.

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

6. Changes in contractual Services

6.1 SIX shall be entitled to submit written change requests concerning the Service 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; and any effect such change may have on any future Service, 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 Service 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.

6.2 Supplier shall be prohibited from rejecting any Change Request made by SIX if the change in question is practicable and does not alter the overall characteristics of the Service.

6.3 Any Change Request submitted by the Supplier shall indicate in writing the reasons for said change.

6.4 Any change in any Service, 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 Service shall be calculated on the basis of the original price.

7. Documentation

Supplier shall submit reasonably necessary documentation to SIX, 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.

8. Data storage and backup

8.1 For the purpose of storing data in connection with use of the application, Supplier shall provide SIX with a dedicated data server. The storage capacity provided to SIX and the data server specifications shall be specified in the Contract ("Specifications"). The transfer of data to the data server shall be carried out subject to the Contract. The use of other servers, particularly those located abroad, is permitted only with prior written authorization from SIX.

8.2 SIX shall have access to the stored data at any time whilst it is stored on the Supplier's servers. Supplier may only retain SIX's data for such time as is required in order to perform its obligations under the Contract. SIX shall be solely responsible for the saving and processing of data.

8.3 Supplier shall be responsible for backing up the SIX data stored on the Supplier's server. The intervals for backups and their storage period are specified in the Specifications. On request from SIX, and upon termination or expiry of the Contract, Supplier shall promptly provide SIX with a copy of the data stored on the Supplier's server. Such data shall be provided on a suitable data carrier and in a suitable format, each as agreed between the parties in writing, and at no charge. Supplier shall delete the data of SIX stored on the Supplier's server no earlier than the date falling sixty (60) days after the successful transfer of the data to SIX in connection with termination or expiry of the Contract. Where SIX notifies the Supplier by the date falling sixty (60) days after such transfer, that the data transferred are unreadable or incomplete, the Supplier shall repeat the transfer and shall not be entitled to delete the SIX data stored on the Supplier's servers until the date falling sixty (60) days after the repeated transfer. Any failure to so advise Supplier shall be deemed to constitute approval for deletion of the data. Once SIX has approved deletion of the data, Supplier shall delete all data. The parties shall repeat the process set out in this clause until the SIX has approved the deletion of its data from the Supplier's servers. Following complete deletion of all data, Supplier shall confirm this to SIX in writing.

9. Default

9.1 If Supplier is in material breach of the Contract or fails to meet any delivery and availability service levels defined in the Contract, Supplier shall automatically be deemed to be in default of its contractual obligations under the Contract.

9.2 In the event of any instance of default (particularly with respect to availability), and provided there is no other rule agreed upon in the Contract it shall pay a service credit to SIX according to the following: The service credit shall be calculated on the basis of the availability service level agreed in the Contract. For each one-half (1/2) percent for which server availability falls below the required service level, a service credit shall be due to SIX equal to 20% of the annual remuneration up to a maximum of the annual remuneration agreed under the Contract.

9.3 Payment of any service credits pursuant to clause 9.2 shall be deducted from any damages Supplier is required to pay, but shall be without prejudice to any of SIX's other rights and remedies and shall not relieve Supplier of any of its obligations under the Contract whatsoever. Services credits payable pursuant to the Contract shall be applied as a reduction of future fees.

9.4 If Supplier is in default for two consecutive months or for three months in any six month rolling period, SIX has the right to terminate the Contract in whole or in part.

10. Reports

Immediately following provision of the Service, Supplier shall provide a report which shall be reviewed and signed by both parties. The report shall also indicate the date and time of any error messages, the time at which the Service was restored, the impact on the Supplier's compliance with the service levels, the causes of the malfunction, the steps taken by the Supplier to resolve the issue, and any updates made to the documentation as a result.

11. Warranty

Supplier warrants and represents that the application, when used in accordance with the Contract, shall perform the functions described in the Contract. Otherwise, the Service shall be deemed to have a defect covered by warranty ("Defect"). Any availability of the application that is less than contractually agreed shall also be deemed to be a Defect.

Supplier further warrants and represents that they are able to enter into and perform the agreement and will continue to be able to perform the agreement, that there are no outstanding actions which might affect Supplier's ability to provide the services and that the services will be carried out in accordance with best industry practice. All implied warranties, conditions and other implied terms are excluded.

12. Notice of Defects

12.1 Notice regarding any Defects shall be provided by the Supplier immediately upon detection. SIX shall not be subject to any duty to examine, analyse, remedy, resolve or triage the Defect.

12.2 Claims in respect of any wilfully concealed Defects may be made during a period of ten (10) years from the date SIX becomes aware of the Defect.

13. Rectification of Defects

13.1 Any Defects in connection with the Service shall be rectified by the Supplier after consultation with SIX.

13.2 In the event that any subsequent improvement or replacement designed to resolve a Defect should fail, or if there is a recurrence of a Defect, SIX shall be entitled to terminate this Contract.

14. Breach of intellectual property rights

14.1 Supplier warrants and represents that performance of the Service does not infringe any intellectual property rights (intangible property and related rights; "Rights") of any third parties.

14.2 Supplier shall, at its own expense, risk and without delay, defend SIX against claims by third parties concerning infringement 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.

14.3 If, pursuant to the Rights asserted, SIX is unable to use the contractually owed Service in whole or in part, Supplier has the option of changing its Service in such a way that they do not infringe the Rights of third parties but nonetheless comply with the contractually owed Service. If Supplier fails to change the Service 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 refund of any fees paid in respect of any Service not received.

14.4 Supplier shall indemnify and hold harmless SIX and each of SIX's group companies, affiliates, contractors, subcontractors, employees, directors, agents and representatives (the "**Indemnified Parties**") against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by one or more Indemnified Party which arise directly or indirectly out of or in connection with a breach of intellectual property rights in connection with the Contract..

15. Security Regulations

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

15.2 Supplier shall procure that all personnel and third parties involved in performing the Contract abide by the access and security regulations. In particular, Supplier shall procure that all personnel of Supplier, and all personnel of third parties appointed by Supplier pursuant to the terms of this 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" (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.

15.3 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.

16. Prices and terms of payment

16.1 Supplier shall provide the Services based on fixed (recurring) standard prices or on a cost per service basis as set out in the Contract.

16.2 The prices shall include any insurance costs and any government charges such as customs charges and taxes but shall be stated in the Contract exclusive of VAT.

16.3 Supplier shall provide an invoice for any amount due, which shall be payable by SIX within thirty (30) days following receipt of the invoice. Fees and VAT shall be itemized on all invoices that are issued to SIX.

16.4 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.

17. Term and Termination

17.1 The Contract shall continue for the term detailed in the Contract. In the event that the Contract is concluded for an indefinite period, it may be terminated by Supplier subject to twelve (12) months' notice and by SIX subject to one months' notice, given as from the end of any calendar month. SIX has the right to terminate the Contract in whole or in part.

17.2 The Contract may be terminated by either party with immediate effect in the event of any material breach of the Contract by the other party. In such a case, the remuneration for any Services that have been provided shall be pro rated, subject to the right of either party to bring a claim for damages.

17.3 On termination or expiration of the Contract, Supplier undertakes to promptly return to SIX all paper and electronic documentation and data in relation to the Contract. Supplier shall do so at no charge and shall not retain a copy of such documentation and/or data. Supplier furthermore undertakes to return all technical equipment received within the scope of the Contract.

18. Non-disclosure

18.1 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 secrets.

18.2 Supplier shall advise all personnel involved in performing the Contract (including personnel of third parties appointed by Supplier pursuant to the terms of this 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, which shall form an integral part of the Contract (to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf). The signed non-disclosure declarations shall be retained by Supplier and handed over to SIX upon first request.

18.3 If Supplier uses related companies or other companies to fulfill contractual obligations, it shall ensure that the personnel involved from these companies are also informed about the obligations set out under 18.2 and that they sign the non-disclosure declaration.

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

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

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

19. Protection and security of Personal Data

19.1 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.

19.2 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.

19.3 Insofar as the agreed services include any 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:

19.4 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.

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

19.6 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.

19.7 Supplier shall undertake to take all necessary or appropriate technical and organizational measures as required by the Data Protection Laws to ensure Personal Data are effectively protected against accidental or unlawful loss, damage, alteration and unauthorized disclosure, access and Processing. In

particular, as of May 2018 Supplier shall ensure to comply with all data security requirements according to Art. 32 of the EU-GDPR.

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

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

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

19.11 After 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.

19.12 Supplier shall be obliged to provide SIX upon request any information and cooperation necessary to prove fulfillment of the obligations according to this clause 19. 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.

19.13 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.

19.14 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.

19.15 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 19.

19.16 Supplier undertakes to provide training as necessary from time to time to Supplier personnel with respect to Supplier's obligations in this clause 19 to ensure that Supplier personnel are aware of and comply with such obligations.

19.17 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.

20. Liability

20.1 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.

20.2 Except as set out in clause 20.1, 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 20.2(a) to (c) above).

20.3 Except as set out in clause 20.1, 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.

20.4 Neither party, nor its engaged third parties, shall under any 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.

21. Right to audit

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

21.2 Supplier is obliged to assist SIX and its external audit company and supervisory authorities in such examinations and to issue all relevant documents upon first request.

21.3 If Supplier uses related companies or other companies to fulfill its contractual obligations, Supplier shall make this clause 21 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.

21.4 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.

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

22. Source Code

If Supplier can no longer provide, operate or maintain the Services as a result in particular of pledge, the threat of bankruptcy, debt restructuring proceedings or for other reasons, SIX shall be entitled to obtain the source code of the Supplier for the applications concerned. To protect itself in respect of the obligation to issue this source code, SIX may at any time require that the source code be deposited and kept up to date with an independent third party or in a way that is protected by technical measures on a system designated by SIX. The costs for this shall be borne by Supplier.

23. Supplier's status as an independent contractor

23.1 In its capacity as an independent contractor ("selbständig erwerbstätige Person" under Swiss law), Supplier shall assume sole responsibility for payment of all taxes, social security bene-

fits, and the like that are payable by Supplier, and shall obtain any insurance coverage desired by SIX in Supplier's own name.

23.2 If SIX is classified as a non-independent contractor rather than an independent contractor, Supplier shall indemnify, and keep indemnified, SIX in respect of any taxes, social security charges, insurance premiums or the like that SIX suffers or 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.

24. Liability insurance

24.1 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.

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

25. Assignment

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

25.2 SIX shall be entitled to assign the Contract to any affiliate or group company of SIX without Supplier's authorisation.

26. Written form

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

27. Reference information

Supplier shall be required to obtain prior approval in writing from SIX in respect of any information it provides as a reference to a third party.

28. Disclosure

SIX shall have the right to disclose the provisions of the Contract with Supplier to its end users and to any regulatory body which has jurisdiction over SIX.

29. 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.

30. Anti-Bribery and Slavery

30.1 In performing its obligations under the Contract, 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 Contract 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.

30.2 Neither Supplier nor Supplier 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 Supplier nor Supplier 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. Supplier agrees to make all Supplier 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 Contract and to make all such books and records available to SIX's duly authorised representatives as deemed necessary by SIX to verify Supplier's compliance with Anti-Corruption Laws and the Contract. SIX may terminate the Contract immediately upon written notice to Supplier where SIX determines in good faith that Supplier has breached this clause 30.2, Supplier shall indemnify SIX from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind arising from any breach by Supplier of this clause 30.2 and/or Anti-Corruption Laws. This clause 30.2 shall survive any termination or expiry of the Contract.

30.3 For the purposes of the Contract:

- (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.

31. Applicable law; place of jurisdiction

31.1 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.

31.2 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.