

SIX Sweden Standard Terms and Conditions for Personnel Leasing Contract

1. Scope

1.1 These General Terms and Conditions governing Personal Leasing Agreements ("GTC") shall supplement the content and implementation of agreements relating to personnel leasing ("deployment").

1.2 These GTC form an integral part of the Personnel Leasing Agreement. Approval must be provided in writing for any changes or supplements to these GTC.

1.3 The SIX Code for Suppliers (https://www.six-group.com/dam/about/downloads/responsibility/supplier_code_en.pdf) form an integral part of these GTC. Supplier shall be obliged to always act in full compliance with this code.

2. Authorization and permits

2.1 Contract staffing and personnel leasing are governed by the Swedish Agency Work Act (*Lag (2012:854) om uthyrning av arbetstagare*) the Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work and any applicable collective bargaining agreement in force from time to time. The Company is responsible for ensuring that all statutory conditions are complied. The Company shall also warrant that it has concluded written employment contracts with the members of staff placed with SIX that meet the requirements set forth in the legislation above and that the employment contracts do not contain any impermissible provisions.

2.2 For members of staff who are not Swedish nationals, the Company undertakes to ensure that the requisite residence and work permits are available and valid. Permits must be presented to SIX before the member(s) of staff commence(s) work. Work may not commence for SIX if permits are not available or valid. If a member of staff's residence and/or work permit is revoked, SIX must be notified immediately.

2.3 The Company is liable to SIX in respect of costs and additional workloads incurred as a result of the provisions as set out in section 2 herein not being complied with.

3. Register of criminal convictions

The Company undertakes to present to SIX upon request, prior to conclusion of the Agreement, a criminal records extract issued by the Swedish Police for the member of staff to be placed.

4. Participation of SIX

4.1 SIX shall make the necessary documentation available and, where required, suitable workstations.

4.2 SIX shall grant to the member of staff placed the necessary access to its premises.

5. Company's obligation to exercise due care

5.1 The Company undertakes to select the member of staff with care and to ensure that no conflicts of interest arise as a result of the deployment of the member of staff.

5.2 An individual may be refused by SIX without it being required to specify the reasons for its decision.

6. Implementation

6.1 Secondary remunerated activities on the part of the

member of staff that could have an impact on the deployment must be arranged with and expressly approved by SIX in advance. Foreseeable absences such as vacation must be coordinated with SIX. The vacation entitlement of the members of staff placed shall be based on the employment contract they have concluded with the Company.

6.2 Any documentation, printed materials or other output, or copies of such, issued during the deployment must be returned to SIX or destroyed at the end of the deployment.

7. Right to issue directives and instructions

7.1 The member of staff shall conduct his/her work under the supervision and responsibility of SIX. SIX may issue instructions and directives concerning the deployment at any time, in particular with respect to the stipulation of working times, organizational integration, supervision of work and compliance with the applicable standards, guidelines, house rules, security policies, etc.

7.2 The Company shall inform the members of staff placed with SIX concerned of the managerial authority of SIX and shall require all such members of staff to observe the instructions and directives issued by SIX.

8. Remuneration and conditions of payment

8.1 SIX shall remunerate the Company for the deployment of the member of staff on a time-spent basis as stipulated in the Personnel Leasing Agreement. The specific deployment times of the members of staff placed shall be submitted by the Company. Working time reports shall require the signature of SIX. The signed working time reports shall constitute the basis for remuneration by SIX in accordance with the principles of its GTC. There shall be no entitlement for remuneration for working time reports that are not signed.

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

8.3 Remuneration shall be at a flat rate. Additional separate remuneration by the provider of any personnel costs, incidental wage costs, allowances, social benefits or public charges incurred shall be excluded.

8.4 Activities involving a minimum of 8 hours per day shall be remunerated daily at a daily rate. Any extra daily hours worked shall not be remunerated and shall be included in the flat daily rate. Working time of less than 8 hours shall be remunerated on a pro rata basis. Travel time and the commute to the place of deployment shall not be deemed to be deployment time.

8.5 VAT shall be stated separately for SIX.

9. Salary payments and insurance

9.1 The Company shall pay the member of staff his/her salary, taking account of the deductions due for statutory social security payments, family allowances, vacation, public holidays, accident insurance, loss of earnings as a result of illness, etc. No employment contract shall exist between SIX and the placed member of staff. Consequently, SIX shall also have no obligations of a pecuniary nature towards the member of staff arising from an employment contract.

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9.2 The Company shall be responsible for affording the members of staff placed the insurance protection required by law for employees in Sweden and in the EU, in particular for all social insurance, accident insurance, loss of earnings insurance as a result of illness etc. and retirement provision and shall be liable for the transfer of the contributions in question. SIX is responsible for ensuring compliance with regulations governing the prevention of occupational accidents.

9.3 The Company shall at SIX's first request provide proof of having complied with the above obligations.

9.4 The Company shall be liable to SIX in respect of all costs and additional workloads incurred as a result of any non-compliance with the provisions as set out in section 9

10. Intellectual property rights

10.1 Pre-existing rights shall remain the property of the respective party.

10.2 All rights, in particular ownership rights, copyrights and other intangible property rights, pertaining to the work provided within the framework of the Personnel Leasing Agreement shall transfer to the unencumbered ownership of SIX upon their creation. This applies in particular to any and all documents and analyses developed in written or machine-readable form (in particular for source codes, programmes, analysis documents, design documents and programme documents as well as data on storage media). SIX is thus entitled to use, change, copy, market or otherwise utilise the work provided in any way and may pass it on to third parties.

10.3 The Company shall ensure that it has contractually concluded an assignment of rights to SIX with the members of staff placed with SIX in accordance with section 10.2 or that the members of staff in question have signed a corresponding declaration of assignment in favor of SIX. In the case of a declaration of assignment, this shall be presented to SIX prior to the deployment.

10.4 In particular, any and all of the aforementioned rights shall be satisfied upon the agreed remuneration by SIX.

11. Confidentiality

11.1 The Company undertakes to treat as confidential all information, documents and data that become known to it through the provision of services and, in particular, not to disclose such to third parties nor to use it for any other purpose as is necessary for the provision of services to SIX (business secret). The duty to maintain confidentiality extends in addition to all data and information subject to banking secrecy and stock exchange confidentiality.

11.2 The Company shall inform all members of staff concerned by the Personnel Leasing Agreement of the confidentiality undertaking in respect of SIX and shall require all such members of staff to sign the confidentiality undertaking (declaration to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf). This confidentiality undertaking shall form an integral part of the Personnel Leasing Agreement and must be submitted to SIX. The Signed confidentiality undertakings shall be retained by the Company and must be submitted to SIX upon first request.

12. Processing of personal data

12.1 If Supplier processes personal data in the capacity of data processor on behalf of SIX (i.e. the data controller) when performing the Personnel Leasing Agreement, the Supplier shall only process such personal data in accordance with the Swedish Personal Data Act as well as any other applicable data protection legislation applicable from time to time such as from 25 May 2018, the EU General Data Protection Regulation ("EU-GDPR") ("**Applicable Data Protection Legislation**").

12.2 SIX may transfer personal data to other SX Group Companies for further processing.

12.3 Insofar as the agreed services include data processing on behalf of SIX, the following clauses shall apply in addition to the instructions regarding the data processing set out in the Personnel Leasing Agreement:

12.4 Supplier shall process personal data only in compliance with the Personnel Leasing Agreement and SIX's written instructions issued by SIX from time to time.

12.5 Supplier shall be obliged to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk associated with the processing of personal data under the Personnel Leasing Agreement. The Supplier shall e.g. ensure that the personal data are effectively protected against loss, damage and unauthorized and unlawful access and processing. In particular, the Supplier shall ensure compliance with all data security requirements according to Applicable Data Protection Legislation, which as of 25 May 2018 particularly follow from Art. 32 of the EU-GDPR.

12.6 The Supplier is obliged to ensure that only such personnel that directly require access to personal data in order to fulfil the Supplier's obligations in accordance with the Personnel Leasing Agreement and these GTC have access to such information. The Supplier shall ensure that such personnel are bound by confidentiality.

12.7 Insofar as Supplier, with SIX's prior written consent, engages a subcontractor for carrying out processing activities on behalf of Supplier, 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-GDPR. The Supplier shall contractually oblige the subcontractor the same data protection obligations as those imposed on the Supplier under the Personnel Leasing Agreement and these GTC. The Supplier shall remain fully liable to SIX for the performance of the Supplier's subcontractors' obligations. Insofar the Supplier transmits personal data to a subcontractor located in, or in any other way enables access to personal data from, a country without equivalent data protection level, Supplier shall, prior to such engagement and transmitting, conclude the EU standards clauses adopted by the European Commission with this subcontractor.

12.8. Supplier shall be obliged to implement appropriate technical and organizational measures to enable SIX to answer requests from data subjects for protection of their rights. This includes, but is not limited to, the right to information about the processing of the data subjects' personal data, as well as correction, deletion and portability of the data subjects' personal data. If the Supplier receives a request from a data subject regarding the processing of its personal data, the Supplier shall refer such request to SIX

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without undue delay.

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

12.10 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.

12.11 Supplier shall allow for and contribute to audits, including inspections, and be obliged to provide SIX upon request any information necessary to prove fulfilment of the Supplier's data protection obligations according to this clause 12, the Personnel Leasing Agreement and Applicable Data Protection Legislation.

12.12 The Supplier shall immediately inform SIX if, in the Supplier's opinion, an instruction regarding data processing issued by SIX to the Supplier infringes the EU-GDPR or any other Applicable Data Protection Legislation.

12.13 If a competent authority requests information from the Supplier regarding the processing of personal data, the Supplier shall refer such request to SIX without undue delay. The Supplier may not in any way act on behalf of, or as a representative of, SIX and may not, without prior consent from SIX, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party, unless otherwise required by Applicable Data Protection Legislation, or judicial or administrative decisions.

12.14 In the event that the Supplier, in accordance with Applicable Data Protection Legislation, is required to disclose personal data that the Supplier processes on behalf of SIX, the Supplier is obliged to immediately inform SIX thereof, unless otherwise follows from Applicable Data Protection Legislation, or judicial or administrative decisions, and in conjunction with the disclosure of the requested information, request that the information shall be processed with confidentiality.

13. Security regulations

In its agreement with the member of staff, the Company must oblige said member of staff to comply with the access and security regulations of SIX. The Company also shall require the member of staff to sign the document "Rules of behaviour for external personnel" (to be found on http://www.six-group.com/dam/about/downloads/terms-conditions/rules_external_personnel_en.pdf). The signed undertakings shall be retained by the Company and handed over to SIX upon first request.

14. Use of references

References may only be used with prior written approval from SIX.

15. Severability

If any provision or provisions as set out herein are invalid or

unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. An invalid or unenforceable provision shall be construed, interpreted or amended in such a way that its intended purpose, in so far as it is legally permissible, can be achieved.

16. Transferral of Agreement

16.1 The Agreement may only be transferred to a third party with the written consent of SIX.

16.2 SIX shall be authorized to transfer the Agreement to other companies within the Group without prior consent from the Company and to take actions which, in business and economic terms, are equivalent to such, such as the transfer of the Agreement to shareholders or groups of shareholders or their affiliated companies.

17. Applicable law and place of jurisdiction

[17.1 This Agreement shall be governed by and construed in accordance with Swedish law.

17.2 The sole place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the district court of Stockholm in Sweden.