1. Area of Application

1.1 These Standard Terms and Conditions for Purchase Contract ("STC Purchase") form an integral part of the Purchase Contract ("Contract") concerning purchase of goods like hardware, including the operating software ("Product") and maintenance respectively support thereof.

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

2. Handover and installation

2.1 The product is deemed delivered when the receiver, assigned by the entity, signs the dispatch note at the place of delivery.

2.2 On request of SIX and against separate payment, Supplier takes care of the installation of the hardware (and the operating software).

3. Transfer of Risk

Use and risk are, at the moment of delivery, transferred to the entity at the place of delivery.

4. Use of the operating software

The manner and scope of the use of the operating software inextricably associated with the hardware shall be governed by the intended purpose of the hardware. SIX may sell the hardware (including the operating software) to third parties, provided that SIX renounces its own use thereof.

5. Deployment of staff

5.1 For rendering the performance, Supplier shall deploy only carefully selected and appropriately trained staff who should be replaced in case of insufficient expertise or otherwise endanger performance of the Contract.

5.2 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.

6. Engagement of third parties

6.1 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 contractually agreed performance.

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

7. Documentation

7.1 Supplier shall provide SIX with fully reproducible and market-compliant documentation of the product, whereby said documentation shall be provided on paper and electronically and in the languages specified in the Contract.

7.2 SIX may copy and use the documentation for the contractual purpose.

8. Instruction

Where agreed, Supplier conducts an initial instruction to be determined according to scope and target audience.

9. Import requirements / Export restrictions

Supplier guarantees compliance with any export restrictions and import regulations from the place of origin to the place of delivery according to the Contract. Supplier informs SIX in writing about any export restrictions of the country of origin.

10. Obligation of Maintenance

10.1 Maintenance of the hardware encompasses keeping it in working order (on a preventive basis) and restoring it to working order (remediation of malfunctions and errors) through repair and replacement of defective parts.

10.2 Support encompasses advice and assistance to SIX with respect to the use of the hardware covered by the Contract (including the operating software).

10.3 By request of the entity the company guarantees, within a period of three years after the expiration of the period of limitation (clause 11.) and based on a written contract the maintenance of the products as well as the delivery of spare and mounting parts.

10.4 After the expiration of the period of limitation, maintenance services and spare and mounting parts are to be paid and take place according to the approaches of the initial cost ground.

11. Examination / Liability

11.1 Supplier guarantees that the product features the arranged objective and legal characteristics, in addition to those characteristics which should be taken for granted without further agreements. Supplier furthermore guarantees that the services rendered have all the agreed and assured characteristics as well as the characteristics that SIX may in good faith also expect without any special agreement.

11.2 Supplier assumes a warranty of 24 months from the handover or installation of the hardware (including operating software) or from receipt of the fully rendered, contractually agreed performance.

11.3 During the warranty period, defects may be claimed at any time. Even after expiry of the warranty period, Supplier is required to honour claims arising from the warranty rights of SIX set out below, provided that the defects were brought to Supplier's attention in writing during the warranty period.

11.4 Supplier guarantees that it is in possession of all the rights to render its performance under the contract. In particular, it is entitled to distribute the operating software delivered with the hardware and to grant SIX the rights to use the operating software according to the contractually agreed scope.

11.5 In case of the delivery of a defect product or inadequate performance SIX has the right to request, on discretion of Supplier, (i) a dispensation at no charge or a rectification of defects within an adequate period of time, (ii) a transformation or (iii) a reduction of value.

11.6 SIX controls the product within 30 days after implementation, however, the latest within 6 months after receipt and informs the company about defects within appropriate time.

11.7 When delivering more products of the same kind, a separate examination for every product has to be realised at the respective implementation.

11.8 Demands, due to lacks of conformity in the Contract, which were not recognisable at the examination, lapse two years after the implementation of the product and can become valid at any time during this period.

11.9 Lacks of conformity, concealed by devious means, can become valid within ten years after receipt of the products.

12. Consequences of termination

On termination of the Contract, Supplier 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.

13. Security regulations

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

13.2 Supplier 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 Supplier 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.

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

14. Prices and Conditions of Payment

14.1 The price includes all services necessary for the completion of the contract. Covered by the price are especially the costs of documentation, the costs of expenses, the licence fee, costs for packaging, transport, insurance and unloading as well as tolls and the value added tax. All costs have to be separately identified for the entity.

14.2 The price is due within 30 days after the receipt of the product. SIX shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

15. Delay

15.1 Insofar as Supplier fails to meet any contractual delivery or performance deadline, SIX shall grant Supplier a reasonable grace period. Insofar as Supplier does not deliver the contractually stipulated services until end of grace period, Supplier shall automatically be deemed in default.

15.2 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 EUR 1'000 per day and not more than 20% of the remuneration under the Contract. The contract penalty does not release Supplier of other contractual obligation but it will be credited to a possible compensational damage.

15.3 Insofar as Supplier defaults, SIX shall grant Supplier another reasonable grace period. Insofar as Supplier is still in default after the grace period, SIX shall be entitled to terminate the contract in whole or in part.

16. Intellectual Property Rights

16.1 The intellectual property rights of the Product remains by Supplier or third parties.

16.2 Supplier guarantees that it is entitled to transfer the operating software to SIX together with the hardware for a non exclusive, unlimited use.

16.3 SIX shall be entitled to use any intellectual property rights transferred to SIX in any manner whatsoever, including for the purpose of modifying, copying, and/or commercializing them as well as assigning them to a third party.

17. Breach of Intangible Property Rights

17.1 Supplier 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 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 assume any costs (including compensation for damages) incurred by SIX in connection with any such claim. Clause 21.1 does not apply. To the extent that SIX is responsible for the breach of the Rights, claims against Supplier are excluded.

17.2 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 withdraw from the Contract with immediately effect.

18. Certifications, Import and Export Regulations

18.1 Supplier arranges the required certificates and informs SIX about possible country-specific import and export regulations.

18.2 With the delivery of the product SIX assumes the obligations of a re-exportation transferred by Supplier.

19. Non-disclosure

19.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Deliverables ("business secrets"), 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.

19.2 Supplier shall advise all personnel involved in performing the Contract of said personnel's obligation to keep business, banking- and exchange secrets confidential, and shall formally obligate said personnel to abide by this covenant. Supplier shall in particular obligate all such personnel to sign the non-disclosure declaration (Geheimhaltungserklärung) 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.

19.3 A contractual penalty in the amount of the contract value, but not less than EUR 25'000, shall be imposed on Supplier for any breach of this clause.

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

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

19.6 SIX shall have the right to disclose the content of the Contract to other SIX Group Companies.

20. Processing of personal data

20.1 If Supplier processes personal data in the capacity of data processor on behalf of SIX (i.e. the data controller) when performing the Contract, 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**").

20.2 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.

20.3 Insofar as the agreed services include data processing by the Supplier on behalf of SIX, the following clauses shall apply in addition to the instructions regarding the data processing set out in the Contract:

20.4 Supplier shall process personal data only in compliance with the Contract and SIX's written instructions issued by SIX from time to time.

20.5 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 Contract. 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.

20.6 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 Contract and these STC Purchase have access to such information. The Supplier shall ensure that such personnel are bound by confidentiality.

20.7 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 Contract and these STC Purchase. As set out in clause 6.1 above, 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 standard clauses adopted by the European Commission with this subcontractor.

20.8 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 without undue delay.

20.9 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).

20.10 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.

20.11 Supplier shall allow for and contribute to audits, including inspections, and be obliged to provide SIX upon request any information necessary to prove fulfillment of the Supplier's data protection obligations according to this clause 20, the Contract and Applicable Data Protection Legislation.

20.12 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.

20.13 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.

20.14 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.

21. Liability

21.1 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 ordinary negligence the liability shall be capped at the double amount of the contract value.

21.2 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.

21.3 The rules in this clause shall be subject to clause 17.1.

22. Supplier's status as an independent contractor

22.1 In its capacity as an independent contractor(referred to as a Uppdragstagare under Swedish law), 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.

22.2 The Supplier warrants that it possesses a Swedish F tax form and is registered for value added tax.

22.3 If Supplier is classified as a non-independent contractor rather than (pursuant to clause 22.1 hereof) an independent contractor, SIX shall be entitled to indemnification of Supplier to the extent that SIX is required to pay any taxes, social security charges, insurance premiums or the like that are attributable to said classification of Company as a non-independent contrac-

tor. SIX shall be entitled to deduct such expenditures from any relevant Supplier invoice.

23. Liability insurance

23.1 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 concomitant with the value of the Deliverables.

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

24. Assignment

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

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

25. Written form

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

26. 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. The same shall apply to any gaps in the Contract.

27. Use of SIX as a reference

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

28. Applicable law and place of jurisdiction

28.1 The Contract shall be governed by Swedish law, to the exclusion of the provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980).

28.2 The exclusive place of jurisdiction for any disputes arising out of or in connection with the Contract shall be the district court of Stockholm in Sweden.