
between

„SIX xx“

(hereinafter known as

Address

„SIX“)

ZIP-Place

Country

and

„Supplier“

(hereinafter known as

Address

„Supplier“)

ZIP-Place

Country

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1 Preamble

This Framework Agreement regulates the general conditions for any kind of cooperation between Supplier and SIX or any other affiliated SIX company (each a SIX Company).

2 Object of Contract

Supplier and SIX agree that the conditions of this agreement, ancillary to the existing SIX Standard Terms and Conditions for Service Contract (Appendix 7a), Work and Labor Contract (Appendix 7b), Maintenance and Support Contract (Appendix 7c) and Personnel Leasing (Appendix 7d), ancillary to any other Appendixes to this Framework Agreement according to section 10 below, apply to any cooperation agreed upon by Supplier and any SIX Company based on an Individual Contract.

3 Prices and Conditions

3.1 General Rules

3.1.1 Value-Added Tax

Generally prices do not include value-added tax.

3.1.2 Traveling Time inside Switzerland

Greater Zurich Area (including Olten and Biel): Included in the half-day or full-day rates (Appendix 1) are all expenses (travel, meals, overnight stay, etc.) for assignments at the SIX Company in question in the Greater Zurich Area. Traveling time does not count as working time.

Outside the Greater Zurich Area (including Olten and Biel): If trips take place on the request of the SIX Company in question outside the Greater Zurich Area (including Olten and Biel), then Supplier is entitled to request the corresponding expenses. In this case, traveling time counts as work time. For specialists from outside Switzerland, who have been expressly requested by the SIX Company in question, the expenses in Appendix 1 apply.

3.1.3 Extra Costs

Possible extra costs and expenses of the Supplier for work at night, Sunday work, work on public holidays and time spent on call of its employees or auxiliary person may not be additionally charged to the respective SIX Company.

3.1.4 Rate Card Adjustments

The Maximum Rate Cards (Appendix 1) are fixed for a minimum of two calendar years and are always meant to be maximum rates. Any Supplier request for a rate card increase for the following two years is capped with 2% for high cost countries and with 6% for low cost countries (for the two years, not per calendar year). Any Supplier request for an increase has to be made in writing from Supplier to SIX Procurement & Sourcing at least 9 months in advance before the new period with new rates should start. SIX has the right to request rate card decreases and related negotiations at any time but in general SIX has also the intention to follow the same procedures as outlined for the Supplier above. New increased rates are applicable to new contracts and contract extensions only, but not to current contracts.

3.2 Rules for Time & Material

3.2.1 Tariff Categories

The half-day and full-day rates are regulated in Appendix 1. The rates agreed upon in Appendix 1 shall apply until at least **dd.mm.20yy** and will subsequently be negotiated between the parties yearly while considering the market situation at that time and the yearly inflation (National Consumer Price Index).

3.2.2 *Basis of Charging*

Unless otherwise agreed in an individual contract, consultation fees are to be understood as fees for a half or full working day. One working day is in minimal 8,4 working hours. As a general rule, the services are carried out from Monday to Friday between 6 AM and 8 PM (office hours).

3.2.3 *Resource Promotions*

Any promotion of Supplier's staff during the term of an individual contract and during any possible extension of it of up to two years may not lead to an increase in seniority levels or rates. It does not matter whether the named Supplier's staff will be placed in a different role within the project. The rate for the named resources will not increase.

3.3 Rules for Fixed Prices

A fixed price shall include the cost of all elements that are necessary in order to perform the Individual Contract.

4 Invoicing / Payment Conditions

Payment takes place within 30 days after the receipt of the invoice.

5 Correspondence Address

For the purpose of a good relationship between Supplier and SIX, Supplier shall send to SIX copies of all contractual and escalation notices (including contract no) under any individual contract to the following address:

SIX Management AG
Procurement
Hardturmstrasse 201
Postfach
CH-8021 Zürich

6 Escalation Procedure

Escalations is defined as a conflict between the parties of an Individual Contract during the contract execution. If both parties could not find a solution of the conflict on the operational layer then the conflict will be escalated to the contact persons from the involved SIX Company and Supplier as outlined in the Individual Contract. Both parties agree to schedule after an escalation an escalation meeting within ten (10) working days to discuss and the intention to solve the issue. During the overall escalation time Supplier agrees to run and perform all services without any constrictions and also put additional effort (if required or requested) without extra costs for the involved SIX Company into its service delivery for the SIX Company at least for thirty (30) days.

7 Information obligations of Supplier

8.1 Business Opportunities

Supplier shall inform SIX Procurement & Sourcing proactively about each new business opportunity Supplier is discussing at a very early stage with any SIX Company. Each Supplier proposal presentation or proposal has to be sent in copy to SIX Procurement & Sourcing to the following e-mail address: offer@six-group.com.

8.2 Total Invoice Amount

At the request of SIX Procurement & Sourcing, Supplier shall report the total amount invoiced to any or all SIX Companies and detailed information about ongoing or future business and senior management discussions. For avoidance of doubt also confidential SIX Group initiative information has to be part of the reporting. The reporting should be provided with reasonable efforts.

8.3 Total Turnover of Supplier

In addition, Supplier shall notify SIX Procurement & Sourcing immediately in writing about any circumstances, incidents or findings that could seriously put a risk or prevent the proper performance of the Service or the Compliance with security requirements. Furthermore Supplier has to inform SIX Procurement & Sourcing in writing as soon as SIX Group represents more than 20% of the Supplier's revenues. Both parties agree to thereafter jointly assess the situation as well as the potential risk for either parties.

8 Termination of Framework Agreement

The notice period for SIX without cause is 90 calendar days and with cause 30 calendar days. The notice period for Supplier without cause is 180 calendar days and with cause 30 calendar days.

In case of termination of this Framework Agreement, the individual contracts remain in force until terminated in accordance with the terms and conditions of the individual contracts.

In case of termination of this Framework Agreement by Supplier without cause, SIX has the right to extend the underlying Individual Contract for a further period of up to 2 years, such extension being at least on the same terms of this Agreement and the relevant Individual Contract then in effect (including pricing).

9 Termination of Individual Contracts

10.1 Consequences of Termination

Following termination of an Individual Contract, Supplier shall provide without extra costs, unless otherwise agreed by the parties in writing, the following:

- Deliver or Return to SIX all work results, work products, materials and copies related to the service or which SIX handed over to Supplier.
- Refund SIX for any and all Services paid for by SIX but not provided by Supplier prior to termination of the Individual Contract.

In no case SIX has to pay to the Supplier a Termination Fee if not otherwise explicitly agreed in the Individual Contract.

10.2 Termination and Hand-over Assistance

Once notice of termination of an Individual Contract has been served by either Party to the other or a contract comes to its ordinary end, the Parties shall co-operate to ensure a complete transfer of the know how built up during the performance of the Individual Contract from Supplier to SIX or a third party supplier.

10 Appendices to this Framework Agreement

The following documents form an integral part of this Framework Agreement:

Appendix 1. Rate Cards

Appendix 2. Profile Description

Appendix 3. Mutual NDA Agreement

Appendix 4. SIX Standard Terms & Conditions (STC)

Appendix 5. STC Compliance Matrix (for all STC together)

Appendix 6. Contract Templates

Appendix 7. Rules of behavior for external personnel Template

Appendix 8. Resource Confidentiality Statement Template

Appendix 9. EU-GDPR Compliance

Appendix 10. Extended Security Regulations

Appendix 11. Data Transfer Agreement

11 Place of jurisdiction

The exclusive place of jurisdiction for any disputes arising out of or in connection with this Supplier Framework Agreement shall be Zurich, Switzerland.

12 Coming into Force and Contract Period

This agreement comes into force indefinitely with its signing by both parties retroactively as of **tt.mm.jjjj**.

13 Replacement of existing Framework Agreement

This Framework Agreement replaces Agreement No concluded between the Parties on **tt.mm.jjjj**.

14 Counterpart

This Contract shall be executed in two counterparts. Each party shall receive one lawfully signed counterpart.

15 Signatures

For Supplier:	
Place, Date:	Place, Date:
First Name, Last Name Function	First Name, Last Name Function

For SIX:	
Place, Date:	Place, Date:
First Name, Last Name Function	First Name, Last Name Head Procurement