



# Agreement

## E-Bill Business Package

V No. (to be completed by SIX)
Customer No. (to be completed by SIX)

between **SIX Paynet Ltd**, Hardturmstrasse 201, CH-8005 Zurich (referred to below as "SIX")

and

### Participant (details as shown in the Commercial Register)

Company name   For technical reasons, a maximum of 2x35 characters is supported in the configuration.

Company (cont.)

Address

Postcode/Town

### Point of contact

Ms  Mr

Last name  First name

Phone  Fax

E-mail

### Conditions CHF

<b>One-off connection fee for the "E-Bill Business Package" for e-banking business customers</b>	<b>60.00</b>
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Connection fee includes participation fee and archiving up to end of the year.

<b>Participation fee</b>	<b>25.00</b>
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E-Bill Business Package for business customers in e-banking per calendar year (from the following year).

Includes validity checking of e-bills as described in Section 2 of the "Terms and Conditions for Participation", automatic data transfer into the Paynet Online Archive and user access to the Paynet Online Archive.

<b>Archiving</b>	<b>5.00</b>
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Paynet Online Archive per block of 100 e-bills per year (from the following year).

All e-bills will be automatically sent to the Paynet Online Archive after processing.

The number of e-bills saved in the Paynet Online Archive will be automatically calculated at the start of each year and charged for accordingly.

<b>Archiving optional</b>	<b>100.00</b>
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Sending data to archive data carriers, per CD-R incl. use of the archive client.  
Data transfer from the Paynet Online Archive.

<b>Support</b>	<b>40.00</b>
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Handling support tickets, per 15 minutes.

Questions relating to e-banking should be addressed directly to the bank. SIX provides support and handles enquiries on validity checking and archiving.

### Billing

All prices are in Swiss francs (CHF) excluding VAT. Billing takes place per e-bill via e-banking according to the conditions agreed upon. The period for payment is 30 days net.



## Terms and conditions for participation

### 1. Start and duration of the agreement

This agreement comes into force when confirmation of connection is sent by SIX to the participant. At the same time as the confirmation, SIX will also send the personal identifying feature to use when activating the service in e-banking and for accessing the Paynet Online Archive.

This agreement can be terminated by the contracting parties, subject to a period of notice of three months, by sending written notification at the end of a calendar month. The participant is not entitled to claim for reimbursement of any participation fees that have already been paid.

### 2. Scope of service

E-bills are presented and paid via the participant's e-banking application. SIX will provide the following services for the participant:

- putting in place and connecting user authorisations for the participant in the Paynet system.
- verifying electronic documents arriving for participants, in accordance with Swiss legislation (EIDI V Art. 3, Strength of evidence). Verification comprises checking the integrity of the documents, the validity of the signature certificates that were used and their certificate chains and the validity of the signatory's entitlement to sign.
- producing a signed test report showing the results of verification checks.
- highlighting e-bills where there was a negative test result in e-banking.
- making the checked documents available for accessing via the e-banking system. Both the documents with a positive test result and those with a negative result are made available.
- producing archive data, transferring and storing the e-bills that are received and the test report, in the Paynet Online Archive.

When this agreement is terminated, SIX will, unless otherwise instructed by the participant, export the participant's electronic archive data on to data carriers and send them to the last known address for correspondence, claiming reimbursement of the cost. When confirmation of receipt is received from the participant by SIX, the archive data will be completely deleted from the Paynet Online Archive.

SIX cannot guarantee that the service will always be available for use without interruption. Whenever possible, planned interruptions will be after the close of business and participants will be notified accordingly.

### 3. Archiving

SIX takes electronic data from the Paynet system, produces a transfer protocol and stores the processed electronic data in the Paynet Online Archive. Participants can view the transfer

protocol via the Paynet Online Archive. Participants undertake to verify entries to the Paynet Online Archive against their own billing data.

Any objections about incorrect transactions or complaints of any kind must be raised within 60 days of the transfer of the electronic data. Otherwise those transfers are regarded as accepted.

SIX confirms that the data presented via e-banking is the same as the data in the Paynet Online Archive and can be referred to for auditing purposes. SIX guarantees that the electronic data will be stored in the Paynet Online Archive from the time when the data is transferred until such time as the participant orders it to be deleted.

The period for which business documents have to be kept is normally 10 years, but for documents relating to immovable assets, the period is 20 years in accordance with the Swiss VAT Act. Participants are themselves responsible for discovering the legally required period for which specific kinds of electronic data must be kept.

SIX cannot guarantee that the Paynet Online Archive complies with foreign legislation (e.g. SOX) or with any special conditions which may apply to the participant (e.g. directives from supervisory authorities).

Participants can arrange for SIX to change user authorisations, export data or delete electronic data from the Paynet Online Archive by putting their instructions in writing and paying the costs.

### 4. Responsibilities of the participant

The participant is aware that the involvement of SIX does not alter the fact that he continues to be responsible for checking the e-bill for compliance with legal requirements regarding form and content. This must be checked before the e-bill is further processed in e-banking. Any objections or complaints about the service provided by SIX must be raised as soon as possible, and no later than 120 days from the date of billing.

### 5. Legal framework conditions

The services offered in this document are based on the principles of Swiss legislation. In some cases, there may be different framework conditions for customers from other countries. The services described in this document therefore only apply to companies that are subject to Swiss law.

### 6. Changes

SIX reserves the right to change or add to the Terms and Conditions for Participation, the services and the conditions at any time. It will notify the participant of such changes or additions as appropriate at least 60 days before they come into effect.



If the participant does not agree with the change or addition, he has the right to terminate this agreement by registered letter sent within 30 days of receipt of the notification of the change or addition, and up to the time when that change or addition comes into effect. If the participant does not terminate the agreement, this is regarded as acceptance of the change.

**7. Transfer of rights and obligations**

This agreement can only be transferred by the participant to a third party with the written consent of SIX.

This agreement may be transferred by SIX to an other company in the SIX Group at any time without the consent of the participant. In such a case, SIX will inform the participant accordingly. SIX reserves the right to call in third parties in order to fulfil its obligations under this agreement, without having to notify the participant. In such a case, SIX undertakes to take the necessary security measures – especially in relation to banking and commercial secrecy and data protection.

**8. Confidentiality and data protection**

SIX complies with the terms of federal legislation on data protection and will only store and process the participant’s data in accordance with the conditions laid down in the terms of this agreement.

SIX undertakes to keep confidential any information, material or data which becomes known to it while providing the service, and will not divulge it to any unauthorised third parties. The duty of confidentiality applies to all data subject to banking and commercial secrecy. SIX undertakes to make all its employees and any third parties who are employed in connection with this agreement aware of their duty to maintain banking and commercial secrecy, and will bind them by this obligation.

SIX will produce a processing record of all documents that are verified, as required for internal audit purposes. This record will be kept for the period required by the auditing regulations of SIX.

**9. Liability**

SIX is only liable for losses if these were caused intentionally or by gross negligence.

**10. Place of jurisdiction**

This agreement is governed by Swiss law. The sole place of jurisdiction for this contractual relationship is Zurich.

**Signature of the participant**

Place, date	_____		
First name, surname <small>(block capitals)</small>	_____	First name, surname <small>(block capitals)</small>	_____
Signature	_____	Signature	_____

Please send this agreement when signed to:  
SIX Paynet Ltd, P.O. Box 1521, CH-8021 Zurich