



# General Business Conditions (business customers) for the dispatch, receipt and archiving of e-documents

## 1. Object of the contract and definitions

### 1.1 Object of the contract

SIX Paynet Ltd (hereinafter "SIX") operates the Paynet network in Switzerland for the exchange of electronic documents (hereinafter "e-documents"). It enables the participants (hereinafter "contract partners") to mutually exchange e-documents as well as with participants of both domestic and foreign partner networks.

### 1.2 Definitions

#### Paynet system

Designates the SIX technical infrastructure with which contract partners are connected to make use of the services.

#### E-banking systems

The e-banking solutions of the banks connected to the Paynet system.

#### Paynet network

Designates the network consisting of all the contract partners connected to the Paynet system and the connected e-banking systems with all bank customers that use e-banking.

#### E-document

A generic term for all electronic documents that can be exchanged through the Paynet network.

#### E-bill

A generic term for all forms of VAT-compliant electronic bills. E-bills are a special subgroup of e-documents, because there are legal requirements for them. The term e-bill is also used for credits and notices of event (bills that cannot be paid). Differentiation is made for the following categories of e-bills:

- E-bill online for receipt in an e-banking system.
- E-bill workflow for receipt by companies with a workflow solution.
- E-bill EDI for receipt by companies with automatic processing in accounting systems.

#### Delegation

Transfer of the responsibility to another instance. If the participant instructs SIX to sign or verify e-documents in his name, SIX requests a written delegation from the participant (signature or verification delegation).

#### Master data

This data defines the configuration of the contract partner in the Paynet system and influences the processing. The master data is maintained by SIX according to the contract partner's details.

#### Main contact person

In the agreement, the contract partner defines an authorized main contact person and his/her deputy (hereinafter jointly called "main contact person"). The main contact person is authorized to make changes to the configuration and scope of service at SIX on behalf of the contract partner, to register additional contact persons and users and to assign rights (roles) to them.

Only the main contact person or another contact person registered by them serves as contacts for SIX if the contract partner must be contacted by SIX.

## 2. Scope of applicability

The General Business Conditions are an integral component of all agreements (hereinafter "agreement") with SIX regarding the "dispatch, receipt and archiving of e-documents".

All services are based on Swiss law. For contract partners headquartered outside Switzerland, other general conditions may apply, the adherence to which lies entirely within the contract partner's scope of responsibility.

## 3. SIX' scope of service

### 3.1 In general

SIX provides the services offered according to the respective current version of the service description (hereinafter SD), which can be called up in the Paynet Customer Portal. The scope of the services agreed to is determined by the agreement with the contract partner. The following conditions only apply to the contract partner if the respective services are used by him.

SIX checks neither the commercial basis nor the content or completeness of the e-documents delivered to them. The e-documents' underlying legal transactions are to be directly and exclusively regulated between the sender and the recipient of the e-document. SIX does not accept any responsibility in this regard.

If, due to the transmission of e-documents, SIX is held accountable by a third party, the contract partner is obligated to indemnify SIX entirely.

The information from the agreement and the master data defined by the contract partner serve as the basis for the configuration in the Paynet systems. The main contact person receives all necessary access to the Paynet system.

### 3.2 Services for the sender

SIX processes the contract partner's e-documents received in the data memory according to the parameters chosen, as well as the technical requirements of the addressed recipient, and then transmits these to the recipient's access area. Transmission takes place electronically through the Paynet network, through a partner network or via the postal service, depending on the recipient.

For e-bills, SIX is authorized by the contract partner through the delegation of the signature authorization (see section 5) to digitally sign the prepared e-bills according to the regulations of the country specified by the sender and to thereafter transmit them to the recipient. SIX uses digital signatures that meet the requirements of the laws of the respective country. The countries supported can be found in the Customer Portal.

### 3.3 Services for the recipient

On behalf of the contract partner, SIX receives the e-documents transmitted by the sender and processes these according to the applicable master data.

If the received e-documents do not match the data format preferred by the contract partner, SIX converts these to the preferred data format before they are delivered to the contract partner. Both the received and converted e-documents are then delivered.

As a rule, SIX verifies e-bills before they are delivered to the recipient. The recipient defines the checks to be conducted. All the details regarding the verification are defined in the SD.

For the verification of e-bills by SIX, a delegation which meets the standard must be made (see section 5). If the contract partner has explicitly waived this delegation in the agreement, e-bills are delivered without verification in the data format received.

## 4. The contract partner's duties

### 4.1 General duties

#### 4.1.1 Necessary infrastructure

The contract partner is responsible for the acquisition, operation and maintenance of the infrastructure needed for the creation, delivery, calling up and further processing of e-documents (e.g. EDV applications, communication equipment, etc.) as well as for assuming the communication costs.

If adaptations of the infrastructure are necessary, they must be tested using the test system before they can be implemented on the productive system. This also applies for adaptations of data to be delivered to Paynet (PDF and EDI files). If the contract partner causes problems with untested adaptations on Paynet's productive systems, SIX can bill them for the support work required on a time and expense basis.

#### 4.1.2 Choice and administration of means of identification

Through choosing the means of identification to be used (user ID with password or digital certificate), the contract partner determines which security level the authentication of accesses must fulfill. He assumes all risks that arise from the use of the identification features – even for their potential misuse. The main contact person ensures that the assigned means of identification can only be used for their own applications for the delivery and receipt of e-documents as well as those that can be used by users that the main contact person has registered for access to the Paynet system. Those who identify themselves by using the identification means are regarded by SIX as having been legitimized by the contract partner. SIX only checks the means of identification; no further legitimization check is made.

Should there be reason to suspect that a third party has gained unauthorized access to the identification features or to the contract partner's system, the contract partner must immediately inform SIX and have the access blocked.

#### 4.1.3 Changes to the main contact person and other contact persons

To ensure communication with the contract partner at all times, the contract partner must promptly notify SIX about changes to the main contact person or other contact persons they have registered. If the contract partner does not promptly notify SIX about such changes, additional costs incurred by SIX will be billed to the contract partner on a time and expense basis as support services.

#### 4.1.4 Changes to the master data

The main contact person must report any changes or updates to the master data to SIX by e-mail (see the Paynet Customer Portal for the address). SIX will make these changes and send the contract partner the updated customer profile for confirmation or make it available in the Paynet Customer Portal. The contract partner will review the customer profile sent by SIX or made available online and report any discrepancies found within 30 days of the date it is received. Once this period has expired the configuration shall be considered to be accurate and accepted. SIX can also offer a solution in the Paynet Customer Portal for the changing of master data as a substitute for e-mail notification.

#### 4.1.5 Monitoring processing

Objections and disputes pertaining to services provided by SIX of any kind are to be reported as soon as possible, at the latest, within 60 days of delivery or retrieval of the electronic data by the contract partner and cannot be accepted once this period has expired.

#### 4.1.6 Documentation of the process

The contract partner is responsible for ensuring that the electronic processing of the e-document is documented in his internal process descriptions.

#### 4.1.7 Compliance with statutory and regulatory requirements

The contract partner is responsible for compliance with the regulatory and statutory requirements that apply to him. SIX does not provide any support in this regard and does not check compliance with these requirements during the processing of the e-documents.

### 4.2 Specific sender obligations

#### 4.2.1 Addressing

The contract partner is required to use an identification feature supported by SIX to address the e-documents to be delivered, for the unambiguous determination of the recipient. Through the use of a recipient identification, which is to be assigned to a partner network by SIX, the contract partner authorizes SIX to transmit the respective e-document to the corresponding partner network.

#### 4.2.2 Reconciliation of e-bills with accounting

If a signature for an e-bill is required by the legislation of the sender's country, the legally relevant document is first created by the provision of the digital signature by SIX. The contract partner acknowledges that the signed e-bill is always relevant for reconciliation with the contract partner's booking data.

#### 4.2.3 Recipient verification

With the delivery of the e-document, the contract partner confirms that the identity of the recipient has been verified for the purpose of preventing misuse of the services and that the recipient has been legitimized for the receipt of the e-document and that the recipient explicitly wants delivery of the e-documents.

#### 4.2.4 Follow-up delivery

The contract partner ensures that in the case of a technical return, or on request by SIX, a copy of the e-document can be delivered again.

#### 4.2.5 Delivery of PDF files and attachments

The contract partner ensures that delivered PDF documents and attachments meet the SIX requirements and can be read, saved and printed by the recipient with no risk to the integrity of the recipient's system.

#### 4.2.6 Matching of PDF and EDI files for e-bills

If the sender also wants to send e-bills to recipients that need both a PDF and an EDI receipt for taxation reasons, then all tax-relevant information must be contained in both e-documents. Information that is contained in both files must be identical.

#### 4.2.7 Archiving information

Depending on the archiving service chosen, additional obligations arise for the contract partner, which are described in section 6.

### 4.3 Specific recipient obligations

#### 4.3.1 Verification of e-bills

If the contract partner has delegated the verification of e-bills to SIX (delegation as described in section 5), the contract partner receives a signed data container from SIX, which also contains the verification report. To meet legal requirements, the contract partner must process this as described in the SD. Should a verification result be negative, then the contract partner is responsible for informing the sender and any potential rejection of the bill.

The recipient is also responsible for the legally required formal and material verification of the e-bill.

If the contract partner receives e-bills EDI, then he also receives the signed e-bill and the EDI data format in the preferred format and in an unstructured format as a PDF file. In this case, the contract partner must determine in his process documentation in which situation which document will be used for further processing.

If the contract partner has not assigned signature verification to SIX, then the contract partner is responsible for the legally stipulated verification of e-bills received.

#### 4.3.2 Archiving

The recipient is responsible for archiving. Through the use of a Paynet archive service, additional obligations will arise for the contract partner, which are described in section 6.

### 5. Delegation

The contract partner recognizes that with the involvement of SIX for the dispatch and receipt of bills in electronic form (delegation of signature authorization or the verification), the contract partner is not relieved of the sole responsibility for the format and content of e-bills nor from the fulfillment of the specific national legal requirements. SIX assumes no liability in regard to the format and contents of the electronic data. This delegation is valid on the date on which the agreement is signed and until it is revoked in writing. If the agreement is made by means of registration in the online shop, a parallel written delegation must also take place.

The contract partner authorizes SIX to issue information about the existing delegations.

### 6. Archiving of the e-document

The contract partner is responsible for ensuring that the required e-documents are archived in accordance with the legal requirements throughout the required retention period.

The contract partner can assign the archiving of his e-documents to SIX. Depending on the archiving service agreed on, SIX takes the contract partner's processed e-documents from the processing systems and prepares them for archiving. SIX confirms that the e-documents prepared for archiving match the e-documents transmitted or received by SIX.

If the contract partner has not waived archiving by SIX in writing or has chosen the receipt download archiving option, SIX automatically moves the e-documents into the Paynet Online Archive upon expiration of the period described in the service description, creates a transfer report and then deletes them from the processing system.

#### 6.1 Waiving of archiving

The contract partner waives archiving by SIX because he prefers to undertake archiving himself or is of the opinion that the e-documents need not be archived. Such a waiver is only possible if the contract partner does so within the scope of the agreement (only possible for recipients) or documents such a waiver to SIX in writing by means of a separate, legally binding, signed declaration (form for senders from SIX). SIX can thereby delete each e-document once the period stipulated in the SD expires.

## 6.2 Receipt download

The contract partner is obligated to download the archive data prepared for archiving within 30 days and to confirm the successful electronic receipt thereof. After confirmation is made, SIX can delete all data for the respective e-documents as long as the deadline stipulated in the SD is adhered to.

If the archive data is not downloaded and confirmed within the 30 day deadline, SIX will charge the contract partner the fees for the online archiving as well as the work incurred for reminders on a time and cost basis until the receipt confirmation is received.

## 6.3 Online Archive

SIX guarantees the storage of the signed e-documents in the Online Archive from the date on which the data was transferred to the date on which the deletion thereof is ordered by the contract partner. Only users authorized for the Online Archive have access to the archive. The main contact person can authorize new users for access to the Online Archive at SIX or make changes to the user authorizations. SIX assumes no guarantee for the conformity of the Online Archive with foreign legal requirements (e.g. SOX) as well as the special requirements applicable to the contract partner (e.g. ordinances from supervisory authorities).

The transfer protocol is available for viewing by the contract partner in the Online Archive. The contract partner is obligated to compare the additions to the Online Archive with his document registries. Objections to incorrect executions and disputes of any kind are to be made within 60 days of the transfer of the e-document. Otherwise, the individual transfers shall be considered to have been approved.

The contract partner is entitled to transfer the e-documents archived on his behalf to himself. The transfer can take place by means of the options described in the SD (e.g. archive data carrier). The outsourcing requires a written order to SIX and is subject to charges.

The contract partner is also entitled at any time to have the e-document archived on his behalf irrevocably deleted from the Paynet Online Archive. To do so, a written order must be issued to SIX which defines the period to be deleted. The deletion is subject to charges and will be billed to the contract partner as a support service on a time and cost basis. The contract partner is responsible for ensuring that the e-documents to be deleted are no longer needed or that he has a copy.

If no other order exists, in the case of a contract termination, at the end of the contract period SIX automatically provides an archive data carrier containing all of the contract partner's e-documents and sends this to the contract partner by means of registered mail according to the applicable conditions. The contract partner shall check the archive data carrier sent by SIX and report any irregularities to SIX in writing within 30 days of receipt of the archive data carrier. Once this period expires, the e-documents will be irrevocably deleted from the Online Archive, as long as no complaints are made.

## 7. Operation and availability of the Paynet system

The Paynet production systems are generally available at all times. SIX, however, does not guarantee that the service excludes every possibility of a fault or that it can be used without interruption. SIX will undertake every reasonable effort to ensure that unplanned disruptions do not occur. The guaranteed service time is defined in the SD.

SIX is entitled to interrupt the operation or block access to the services at any time for compelling reasons (such as malfunctions, sabotage, danger of misuse, etc.). SIX will inform the contract partner about any such disruption or blocking in a suitable manner.

Maintenance work to the Paynet production system will generally be undertaken outside the service period within the scope of maintenance windows. These maintenance windows are listed in the SD. If maintenance work must exceptionally take place outside the defined maintenance windows, then the contract partner shall be notified about such work in advance by e-mail.

The Paynet test systems are fundamentally available at all times. SIX can, however, temporarily limit the use thereof by the contract partner at any time without prior notice or can temporarily shut the system down for updates or tests.

## 8. Billing and payment modalities

The services provided by SIX on behalf of the contract partners will be billed to the contract partner according to the conditions stipulated in the agreement. All the prices listed in the agreement are in Swiss francs (CHF) and do not include value added tax. Any taxes and duties that become due as a result of the services to be provided by SIX within the scope of this contract, or which shall become due in the future are to be paid by the contract partner. A payment period of net 30 days applies for bills sent by SIX. The contract partner is not entitled to offset claims by SIX with his own claims.

## 9. Data protection and secrecy

SIX adheres to the requirements of the Swiss federal data protection law and will save and process the contract partner's data only for the purpose of fulfilling the contract according to the conditions contained in the General Business Conditions. The bill contents will not be evaluated. SIX stores the data of the Paynet participants in Switzerland only, provided the contract partner has not issued other instructions to SIX. The contract partner therefore agrees that SIX may route the data to its partner networks domestically and abroad, if the recipients wish to receive the data via this type of partner network. Processing outside Switzerland by SIX only takes place if one of the parties involved is not subject to Swiss tax law. The data that is sent abroad is no longer protected by Swiss law, but is subject to the respective legislation of the country to which it has been sent. The foreign laws and official ordinances can require that this data be provided to authorities or other third parties.

The parties shall enter into a mutual agreement to keep secret all information, documents, data and process techniques that are flagged or recognizable as confidential, which are neither in the public domain nor publicly accessible of which they gain knowledge in the course of carrying out this agreement, as well as the agreed conditions, and to make them available to third parties only with the written consent of the disclosing party.

SIX is also obligated to inform all its employees and third parties involved within the scope of agreements based on these General Conditions about the duty to comply with the banking and business secrets stipulations and to oblige them to observe this duty.

SIX shall create a processing log containing the processed transactions, which is required for internal auditing purposes. This log shall be retained as long as it is necessary to meet the SIX auditing requirements.

## 10. Public registries

The contract partner agrees that SIX may mention his details in accordance with the SD in public registries.

## 11. Liability

SIX excludes any liability – to the extent legally permissible – and is solely liable for intentional damage or gross negligence. The liability of SIX for indirect and consequential damages, such as lost profits, third party claims, unrealized savings, etc., is excluded.

The data exchange takes place by means of public telecommunication facilities provided by third parties, which are outside SIX' sphere of influence (Internet, telephone network, etc.). Any liability by SIX for damages incurred by the contract partner as a result of transmission errors, technical faults, malfunctions, disruptions or illegal interference with the telecommunication equipment, is excluded.

## 12. Modifications and additions to the agreement

The technical specifications and applicable processes for the services provided by SIX are subject to change as a result of national and international standardization as well as by new technical and applicatory requirements, which could impact agreements based on these General Business Conditions.

SIX reserves the right to modify and amend the General Business Conditions and service description at any time. SIX will inform the contract partner of these modifications or amendments in a suitable manner at least 60 days before they take effect. The respective current versions and the announced new versions of the General Business Conditions and the service description can be called up on the Paynet Customer Portal at any time.

If a technical adaptation to the contract partner's infrastructure is required as a result of a modification or published amendment, then the contract partner must implement these adaptations within six months.

If the contract partner does not accept the modifications or amendments, they are entitled to cancel this agreement by registered mail within 30 days of notification of the modification or amendment on the date on which the modification or amendment comes into force. If the contract partner fails to give notice of termination, this implies agreement with the modification or amendment.

### **13. Effective date, contract duration and termination**

With the signature of an agreement or registration in the SIX online shop, the contract partner recognizes these General Business Conditions.

#### **13.1 Agreements for a defined period**

The agreement comes into force upon signature thereof by the contract partner or upon registration in the SIX online shop and is concluded for the duration of the period of time agreed to.

If not otherwise regulated, the agreement is automatically extended by a further period of the time of the same duration, unless it is cancelled by one of the two parties by registered letter no later than three months before the agreement period expires. The right to terminate the agreement without prior notice for compelling reasons remains reserved.

#### **13.2 All other agreements**

The agreement comes into force upon signature thereof by the contract partner or upon registration in the SIX online shop and, unless other regulations apply, is concluded for an indefinite period of time.

The agreement can be terminated by both parties upon the provision of three months notice by registered letter at the end of any calendar month. The right to terminate the agreement without prior notice for compelling reasons remains reserved.

#### **13.3 Consequences of cancellation of the contract**

The obligations arising from sections 9 (Data protection and secrecy), 11 (Liability) and 14.3 (Applicable law and place of jurisdiction) remain in force even after cancellation and termination of the agreement.

### **14. Final provisions**

#### **14.1 Severability clause**

Should a provision of these General Business Conditions be declared void or legally ineffective, the other contract conditions shall not be affected thereby and are to be construed in such a way as if the agreement was concluded without the invalid provision. The same applies to gaps in the agreement and for modifications or amendments to the agreement.

#### **14.2 Involvement of third parties/Transfer of the contract relationship**

This contract relationship can only be transferred by the contract partner to third parties with written permission by SIX.

This contract relationship can be transferred, in part or in whole, to other SIX companies at any time without the contract partner's approval. In such a case, the contract partner will be informed in a suitable manner. SIX reserves the right to assign the fulfillment of its contractual obligations, in whole or in part, to third parties at any time without being required to inform the contract partner.

The contract partner may involve third parties for the utilization of the service, particularly for the creation, transmission, receipt and processing of the e-documents. All risks resulting from this are borne by the contract partner. If third parties are involved in the transmission of data, then SIX is to be notified about them so that they can be appropriately authorized (see section 4.1). Costs incurred in association with the connection of third parties to the Paynet systems are to be borne by the contract partner.

#### **14.3 Applicable law and court of jurisdiction**

All legal relationships derived from this agreement and the General Business Conditions are subject to Swiss law. The exclusive court of jurisdiction is Zurich. If the contract partner's headquarters are located outside Switzerland, Zurich is also the place of performance.

*SIX Paynet Ltd (01/2015)*