eBill – Rulebook for Network Partners

Annex 1 to the Network Partner Master Agreement

General information

This eBill – Rulebook for Network Partners ("Rulebook") supplements as Appendix 1 the existing "Network Partner Master Agreement on the Connection to the eBill Infrastructure as Network Partner on the Part of the Invoice Issuer" between Swisskey AG and the Network Partner ("Agreement").

Swisskey AG ("SIX") reserves the right to amend and/or supplement the Rulebook at any time with binding effect on the Network Partner. Any changes to the Rulebook must be notified to the Network Partner in a suitable manner at least six (6) months before their effective date. Should the Network Partner be unable to accept or implement a change, it shall have the right to effect extraordinary termination of the Agreement with a notice period of two (2) months with effect as of the effective date of the change pursuant to Clause 11.2 of the Agreement. In the absence of such termination, the Rulebook, as amended or supplemented, shall automatically become an integral part of the Agreement upon its effective date.

Purpose of the Rulebook

This Rulebook contains rules aimed at providing a fully functional eBill Solution that promotes and supports secure and reliable payment behavior.

These rules are defined and modified by SIX to ensure the use and further development, integrity and interoperability of the eBill Infrastructure and eBill Service and shall form an integral part of the Agreement between SIX and each Network Partner.

Content delimitation

This Rulebook serves to define all responsibilities assigned to the Network Partner as well as its rights and obligations as a participant of the eBill Infrastructure.

The technical and procedural implementation of the Network Partner's responsibilities shall not be the part of the Rulebook but of the technical documentation, to which reference is made at the corresponding position.

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1. Actors of eBill Ecosystem

1.1. SIX

SIX shall be the operator of the eBill Infrastructure to which Network Partners and Financial Services Providers are connected and via which Business Transactions are processed. SIX shall develop, maintain and monitor this Infrastructure.

1.2. Network Partner

The Network Partner shall be connected to the eBill infrastructure on a technical and contractual basis and be a contractual partner of both, SIX and the Invoice Issuer It shall accept the Business Transactions of the Invoice Issuer in order to submit them to the eBill Infrastructure.

1.3. Invoice Recipient

The Invoice Recipient shall be a natural person or legal entity that receives the eBill Service as part of the customer relationship with a Financial Services Provider via the eBill portal of SIX or in the e-banking portal of their financial institutions, or by means of a respective solution of another financial service provides.

1.4. Invoice Issuer

The Invoice Issuer shall be a natural person or legal entity that submits all forms of Business Transactions (physical, electronic, email) to the Network Partner to be submitted to the eBill Infrastructure.

1.5. Software Partner

Software Partner shall provide software to Invoice Issuers with the aim of supporting the Invoice Issuer's Business Transactions (e.g. developers of accounting software with Network Partner connection).

1.6. Invoice Recipient's Financial Services Provider

The Invoice Recipient's Financial Services Provider shall provide the Invoice Recipient with access to the eBill Infrastructure in order to view and process Business Transactions. The Financial Services Provider presents invoices, allows to release or reject them and prepares payment orders upon request of its client and Invoice Recipient or otherwise initiates the payment of invoices or reminders.

2. Responsibilities of Network Partner as Participant of eBill Infrastructure

In order to ensure the consistent functioning of the Infrastructure, all its participants are obliged to perform a range of responsibilities assigned to them. The following chapter aims to define the scope of responsibilities of the Network Partner. The responsibilities of the Network Partner shall be directly linked to the functioning of the Infrastructure. The technical implementation of individual responsibilities as well as the sequence of corresponding processes are detailed in the technical documentation.

2.1. Definition of Main Contact Person (MCP)

The Network Partner shall define a main contact person (MCP) and his deputy. These two persons shall be available to SIX as contact persons for all administrative matters, be responsible for the eBill Solution at the Network Partner and have authority to issue instructions to SIX.

The MCP and his deputies shall be automatically entitled to support and be informed by e-mail about any maintenance work or fault reports of the Infrastructure. The MCP may individually determine for any other contact person whether he should be informed by e-mail about possible maintenance work or fault reports of the Infrastructure and/or whether he is entitled to support. This authorization allows the SIX Support Center to inform the authorized contact persons about the status and content of the data processed for the Network Partner in case of support incidents.

At least once a year the Network Partner shall provide SIX with details of the current HAP and his deputy as well as all other contact persons and their support authorizations. Changes to the MCP or his deputy must be reported by the HAP or his deputy to SIX by e-mail without being requested to do so. Until such changes have been reported, SIX shall be entitled to consider the previously reported MCP and his deputy as continually authorized.

2.2. Development, Implementation and Testing of Interface

In compliance with the interface specifications provided by SIX, the Network Partner develops the interface for the connection of its system to the eBill Infrastructure ("Network Partner API") independently and implements them in its system. The Network Partner carries out the test and acceptance process according to the requirements defined by SIX. This applies to the initial connection as well as to continuous operational tests.

2.3. Integration of the Functionality of eBill Service into the Network Partner's eBill Solution

In order to provide its Invoice Issuers with access to the eBill Infrastructure as a Network Partner, functions of the eBill Service must be integrated into the corresponding solution of the Network Partner. The scope of functions includes both Network-Relevant and non-Network-Relevant Functions (for a list of all Network-Relevant Functions, see Appendix 3 "Network-

Relevant Functions", for a general overview of all functions see technical documentation). The Network Partner is obliged to implement at least the network-relevant functions and to offer them to the Invoice Issuers.

2.4. Communication with the Invoice Issuer

Since there is no contractual relationship between SIX and the Invoice Issuer, the Network Partner shall contractually regulate and coordinate the communication regarding the eBill Service and its own solution with the Invoice Issuer. This shall include among others:

– Information from the Network Partner in in case of support incidents

– Information of the Invoice Issuer about forthcoming maintenance work on the eBill Infrastructure

– Information of the Invoice Issuer if the Network Partner may no longer guarantee access to the eBill Infrastructure (e.g. offboarding of the Network Partner or blocking of the Invoice Issuer by SIX)

– Conspicuous flow of information

2.5. Registration of Invoice Issuers for the eBill Infrastructure

It is within the area of responsibility of the Network Partner to collect the Invoice Issuer's data for the initial registration on the eBill Infrastructure for the use of the service eBill by means of the eBill Solution of the Network Partner.

When collecting the Invoice Issuer data required for registration, the Network Partner shall ensure that all necessary checks have been carried out with regard to the Invoice Issuer.

Furthermore, the Network Partner shall provide SIX a minimum amount of Invoice Issuer data so that the Invoice Issuer may be registered by SIX on the eBill Infrastructure. A complete list of the mandatory information has been defined in the technical documentation and includes for example:

– Full Invoice Issuer company name

– Invoice Issuer name for display in the portal

– Address of the Invoice Issuer

– Credit account of the Invoice Issuer

2.6. Authentication of Invoice Issuers for the eBill Infrastructure

In order to register an Invoice Issuer on the eBill Infrastructure (Clause 2.5), the Network Partner shall authenticate the Invoice Issuer and provide SIX with a minimum number of authentication proof. Such proofs shall include:

– Proof of the Invoice Issuer's connection to the eBill Solution of the Network Partner

– Proof that the Invoice Issuer's company name and its UID match with the UID register, or proof of comparable standards should no UID be available

– Proof of the possibility to credit payments to an Invoice Issuer

The checks necessary for authentication of Invoice Issuers may be outsourced to third parties and do not have to be carried out necessarily by the Network Partner.

2.7. Granting Invoice Issuers Access to eBill Functions

Once the Invoice Issuer is successfully registered on the eBill Infrastructure, the Network Partner shall grant the Invoice Issuer access to the eBill functions through the Network Partner API.

The Network Partner's systems must offer the same system availability as the eBill Infrastructure according to the Operating Agreement (Annex 3).

Maintenance work on the eBill Infrastructure by SIX, which limits the availability of the eBill Infrastructure, will generally be performed outside of business hours within maintenance windows and shall be communicated to the Network Partner in a suitable form and with an appropriate notice.

Network Partners may on their part give notice of and arrange maintenance windows in a suitable form and duration.

SIX shall be authorized to suspend or block operation of or access to the eBill Infrastructure for The Network Partner or for individual of its Invoice Issuers at any time for important reasons, such as faults, sabotage, risk of misuse, etc. The Network Partner shall ensure that it is authorized to suspend or block operation of or access to the service for their Invoice Issuers at any time for important reasons, such as faults, sabotage, risk of misuse, etc.

2.8. Registration as Primary or Secondary Network Partner

Generally, an Invoice Issuer should be enabled to use several Network Partners to work with the eBill Infrastructure. In particular, Business Transactions may be submitted via any Network Partner.

When creating a new Invoice Issuer, that does not yet exist in the system, the Network Partner shall become the primary Network Partner. Should an Invoice Issuer have more than one Network Partner, he must specify the primary Network Partner. The Network Partner must notify SIX accordingly. The decision as to who is the primary or secondary Network Partner lies with the Invoice Issuer and is independent of the time sequence of the connection. Should it be unclear which Network Partner is the primary Network Partner for an Invoice Issuer, SIX shall have the right to contact the Invoice Issuer directly. In such cases, SIX shall inform the Network Partner of the action in advance.
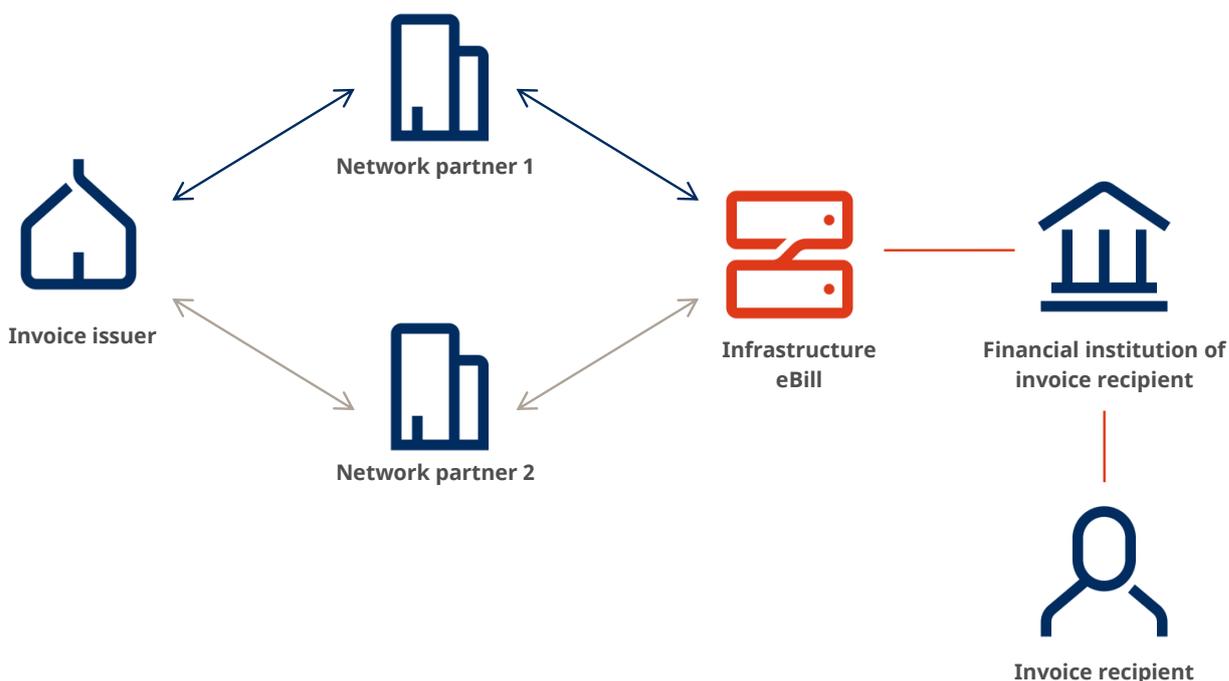

Figure 1: Primary Network Partners

The following functions of the Network Partner API shall be always executed via the primary Network Partner (indicated blue in the figure):

–   The registration of a new Invoice Issuer on the Infrastructure shall be performed via the primary Network Partner. Should the Invoice Issuer already exist, the registration shall be rejected

–   The administration of the Invoice Issuer master data and the Invoice Issuer enclosures shall be reserved for the primary Network Partner

–   Registration and deregistration of Invoice Recipients by an Invoice Issuer shall be handled by the primary Network Partner. The primary Network Partner shall provide the Invoice Issuer with information about Invoice Recipient registrations and deregistrations.

As soon as an Invoice Issuer is registered on the eBill Infrastructure via its primary Network Partner, he may submit Business Transactions via any Network Partner that grants him this

access. With the exception of the functions listed above, secondary Network Partners shall be subject to the same regulations as for the primary Network Partner. The Business Transactions and their status shall only be visible to the Network Partner through whom they have been submitted. The necessary contractual arrangements and technical setups shall be agreed upon between the Invoice Issuer and the Network Partner; however, they may not violate the requirements defined in this Rulebook.

2.9. Registration of the Invoice Receiver with the Invoice Issuer

For submitting electronic invoices from an Invoice Issuer to an Invoice Recipient, a connection must be set up between the two parties. The connection shall be referred to as "Delivery Permit" and the process as "Registration". For the overall interest of the eBill Ecosystem, the Network Partner shall ensure in its agreements with Invoice Issuers that these registrations be processed within 30 days.

2.10. Transmission of Business Transaction Data to the eBill Infrastructure

It is a main task of the Network Partner, as provider of the eBill Solution to the Invoice Issuer, to submit data on Invoice Issuer Business Transactions to the eBill Infrastructure.

Network Partners may only submit qualified Business Transactions to the eBill Infrastructure.

The features of a qualified Business Transaction shall include:

- Submission by an authenticated Invoice Issuer

- Submission at least 5 days prior to due date

- Complete information

- Correct data format (see technical documentation)

- Submission on behalf of the Invoice Issuer

> The bundling of Business Transactions of several Invoice Issuers in the name of the Network Partner is not permitted.

SIX shall reserve the right to charge the Network Partner also for Business Transactions that have not been successfully validated. Respective terms and conditions have been included in the Price List (Appendix 4).

The Network Partner shall make status reports on Business Transactions retrievable and accessible to the Invoice Issuer.

2.11. Implementation and Testing of New SIX Releases

With regard to the launch of new releases, SIX differentiates between major and minor releases. Only major releases require adjustments by the Network Partner. In most cases, a major release shall comprise the implementation of Network-Relevant Functions, since if they are not

supported by a Network Partner, it would result in functional restrictions to other Network Partners participating in the eBill Ecosystem.

If SIX makes system changes that represent a major release, the Network Partner shall perform the following steps:

– Performing suitable test processes so that the complete and permanent functionality of the releases is guaranteed

– Implement all of the system changes required by SIX within 6 months after the introduction of the major releases. For this period, SIX shall guarantee the backwards compatibility of the interface

– Ensure that the agreements with Invoice Issuers do not interfere with the implementation of the system changes required by SIX

2.12. Provision of First Level Support for Invoice Issuers

The Network Partner shall operate a support center or have a support center operated by a third party which may be contacted by Invoice Issuers and SIX in case of support and service inquiries (detailed information on the support center may be found in Appendix 2 Operating Agreement).

Network Partners ensure the first level support for their Invoice Issuers. SIX does not offer direct support to Invoice Issuers. Specific inquiries of Invoice Issuers shall not be answered by SIX. Invoice Issuers are referred to the respective Network Partner.

In order to ensure the quality of the service, the support personnel must be trained sufficiently about the functions of the eBill Service and the Network Partner's own solution.

2.13. Measures Taken to Prevent Fraud and Misuse

The Network Partner shall implement appropriate measures to prevent cases of fraud and misuse. The Network Partner shall immediately inform SIX already in suspected cases.

For the interest of the entire system, the Network Partner shall ensure that:

– irregularities in the conduct of the Invoice Recipients be identified, e.g. by frequently rejecting invoices of an Invoice Issuer

– irregularities in the conduct of the Invoice Issuers be identified, e.g. by deviation from the number of Business Transactions per Invoice Issuer or change of the date of the submission

2.14. Deregistration and Termination of an Invoice Issuer

The Network Partner shall maintain the agreement with the Invoice Issuer for invoices already submitted to the eBill Infrastructure until they have been fully processed or automatically deleted. The Network Partner shall deregister the Invoice Issuer within a reasonable period of time before the Invoice Issuer's termination takes effect to ensure that open Business Transactions may be processed.

In case of deregistration, the Invoice Issuer is not deleted, but set to inactive on the eBill Infrastructure. Subsequently, he may no longer submit any Business Transactions and may no longer be found in the Invoice Issuer list of the Portal of eBill.

Invoice Issuer data and all respective Business Transactions shall be automatically deleted after 366 days from deregistration from the eBill Infrastructure.

The Network Partner shall notify the Invoice Issuer that a switch to another Network Partner may be made within 366 days from deregistration without losing Invoice Issuer data.

2.15. Enabling Invoice Issuer to Switch to Another Network Partner

The new Network Partner shall notify SIX that a switch of an Invoice Issuer to the Network Partner has taken place. The previous Network Partner shall facilitate the change.

2.16. Proper Processing of Business Transactions upon Termination of Contractual Relationship between SIX and Network Partner

Should the contractual relationship between SIX and the Network Partner be terminated, it must be ensured that ongoing Business Transactions may be processed properly and that Invoice Issuers have the opportunity to find alternative options of submitting their Business Transactions within the eBill Ecosystem. For these reasons, the Network Partner shall inform the Invoice Issuers about the termination in a timely manner and process the existing Business Transactions properly prior to termination. This obligation shall also apply to extraordinary terminations.

SIX will withdraw the Network Partner's right to access to the eBill Infrastructure with the termination date.

3. Information Processing

The contractual partners shall comply with the following information processing requirements:

– No disclosure of confidential information of the other party, unless the other party has expressly allowed/requested this or there is a corresponding legal obligation.

– Taking reasonable technical and organizational measures to protect the confidential and proprietary information of the other party and treat it with care that is commensurate with the respective information.

- Forwarding confidential only to the extent needed for and to the employees who need it in connection with the eBill Service.

- Unless legal record retention requirements prevent from doing so, return or destruction of originals and all copies of confidential information immediately upon request of the party entitled thereto and, if requested by it, confirming in writing that the documents have been destroyed.

- Should it be required by law to disclose confidential information, the party affected may only disclose the information it is legally required to disclose.

- Processing and transmitting personal data (whether or not they are confidential) in accordance with the Network Partner Master Agreement and in compliance with any applicable law or regulation.

- Reporting any errors or irregularities that a party becomes aware of from the review of personal data processing results.

4. Violations by the Network Partner of its Responsibilities and Obligations

SIX shall notify the Network Partner if it is determined that the Rulebook has been or continues to be violated. SIX shall then indicate a point in time by which the Network Partner must remedy the violation. The notification to the Network Partner by SIX shall contain in particular:

- Description of the violation

- Measures to be taken by the Network Partner to remedy the violation

SIX may request the Network Partner to submit a plan to remedy the violation.

Should the Network Partner repeatedly violate material obligations under the Agreement or fail to remedy conditions contrary to the Agreement despite notification and setting a reasonable deadline, SIX may terminate the Agreement. In exceptional cases and in cases of particular seriousness one-off breaches of the Agreement may also justify the termination of the contractual relationship.

5. Appendices

Reference	Document
Annex 1	Rulebook (present document)
Annex 2	Operating Agreement
Annex 3	Network-Relevant Functions
Annex 4	Price List

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