



# Network Partner Master Agreement

on the Connection to the eBill Infrastructure as Network Partner on the Part of the Invoice Issuer

between

**ABC**

Street

CH-PC / Location

(hereinafter referred to as "**Network Partner**")

and

**Swisskey AG**

Hardturmstrasse 201

CH-8005 Zurich

(hereinafter referred to as "**SIX**")

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## Preamble

SIX offers services in the area of electronic invoicing, electronic receipt of invoices and enabling of electronic payment of invoices.

For this purpose, SIX operates the eBill Infrastructure in Switzerland used to process business transactions within the eBill Service. The eBill Infrastructure facilitates a seamless technical connection of electronic invoicing with the possibility to pay electronic invoices within a payment solution of Financial Services Providers (e.g. online banking).

In connection with invoice dispatch Network Partners maintain contracts with Invoice Issuers on the one hand and with SIX on the other hand. SIX and the Network Partner thus intend to establish a connection between their systems in order to allow Invoice Issuers to use the eBill Service via the Network Partner's connection to the eBill Infrastructure of SIX.

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## 1 Definitions

<b>Business Transaction</b>	means all forms of electronic invoices, reminders, credits and notifications.
<b>eBill Service</b>	means the services provided by SIX to its contractual partners as part of managing, processing and presenting Business Transactions.
<b>Network Partner</b>	means the contractual partner of SIX connected to the eBill Infrastructure on a technical and contractual basis that is simultaneously the contractual partner of the Invoice Issuer who converts the Business Transactions of Invoice Issuers into the eBill standard format and submits them to the eBill Infrastructure in the name of the Invoice Issuer.
<b>Network Partner eBill Solution</b>	means the part of services provided by the Network Partner to its clients which enables Invoice Issuers to participate in the eBill Ecosystem.
<b>Network Partner API</b>	means the technical interface between the Network Partner and SIX.
<b>Network-Relevant Functions</b>	means a function which, if not supported by a Network Partner, results in functional restrictions to other Network Partners participating in the eBill Ecosystem.
<b>eBill Infrastructure</b>	means the system platform for the operation of the eBill Service. It is primarily used to administer system participants as well as to process Business Transactions, and covers all components, such as hardware, software, operating system, etc., required to operate the service.
<b>eBill Ecosystem</b>	means the network consisting of all participants in eBill connected to the eBill Infrastructure. It covers the Financial Services Providers on the side of Invoice Recipients, Invoice Recipients connected through them as well as Network Partners and Invoice Issuers connected through them.
<b>Invoice Recipient</b>	means a natural person or legal entity that receives and checks Business Transactions and releases them for payment as part of the customer relationship with a Financial Services Provider via the eBill portal of SIX or in the e-banking of its financial institution, or via a respective solution of another Financial Services Provider.
<b>Invoice Issuer</b>	means a natural person or legal entity that submits all forms (e.g. physical, electronic) of Business Transactions to the Network Partner to be submitted to the eBill Infrastructure.
<b>Invoice Recipient's Financial Services Provider</b>	means the Financial Services Provider that grants the Invoice Recipient access to the eBill Infrastructure in order to check and process Business Transactions. The Financial Services Provider presents invoices, allows releasing or rejecting and prepares payment orders upon request of its client and Invoice Recipient or otherwise initiates the payment of invoices or reminders.

## **2 Object of Agreement**

The object of this Agreement shall consist in the connection of the Network Partner to the eBill Infrastructure through the Network Partner API which allows the Network Partner to make use of the eBill Service.

The Network Partner shall provide its Invoice Issuers with access to the eBill Ecosystem in their own name and for their own account. SIX has no contractual relationship with the Invoice Issuers.

## **3 Connection to the eBill Infrastructure**

Access to the eBill Infrastructure shall require a technical connection of the Network Partner to the eBill Infrastructure via the Network Partner API.

### **3.1 Obligations of SIX**

#### **3.1.1 Responsibilities**

With regard to the Network Partner's participation in the eBill Infrastructure and in the necessary technical connection, SIX shall assume towards the Network Partner the respective responsibilities assigned to it in the Operating Agreement (Annex 2), in particular it shall:

- granting access to the eBill Infrastructure by providing the Network Partner API;
- providing, operating and maintaining the Network Partner API to connect the Network Partner to the eBill Infrastructure;
- exchanging messages with the Network Partner (sending, receiving and processing messages);
- taking measures to ensure that the eBill Infrastructure may be accessed only via secure connections, and implementing measures to prevent fraud.
- guaranteeing that the eBill Infrastructure may be accessed only by digital means of authentication approved by SIX.

#### **3.1.2 Information Obligation**

SIX shall notify the Network Partner in a timely manner of any changes in its area that may be relevant with regards to the performance of this Agreement.

#### **3.1.3 Support Services**

For a fee, SIX shall provide the Network Partner with support with regard to its connection to the eBill Infrastructure. Details shall be regulated in the Operating Agreement (Annex 2).

The Network Partner shall be generally responsible for providing support services to the Invoice Issuer with regard to its participation in the Network Partner's system. Details shall be regulated in the Rulebook (Annex 1).

#### **3.1.4 Availability of eBill Infrastructure**

SIX shall operate the eBill Infrastructure according to the availability set forth in the Operating Agreement (Annex 2).

SIX does not assume any responsibility that the eBill Service excludes any possibility of error or may be used without interruption. SIX shall reasonably ensure that no unscheduled interruptions occur.

SIX shall be authorized to suspend or block the 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.). SIX shall notify the Network Partner in a suitable manner thereof.

Maintenance works shall be generally performed outside of business hours within maintenance windows with a prior notice provided to the Network Partner in a suitable form.

## **3.2 Obligations of Network Partner**

### **3.2.1 Responsibilities**

With regard to the Network Partner's participation in the eBill Infrastructure and in the necessary technical connection, the Network Partner shall assume the respective responsibilities assigned to it in the Rulebook (Annex 1, Chapter 2)

### **3.2.2 Contractual Use of Network Partner API**

The Network Partner may use the Network Partner API to the eBill Infrastructure only for the purpose of facilitating the use of the functionalities provided as part of the eBill Service. Any other use of the interfaces shall be deemed fraudulent and shall be prohibited.

### **3.2.3 Authentication to the eBill Infrastructure**

The Network Partner shall authenticate itself to the eBill Infrastructure by digital means of authentication approved by SIX. This shall apply to both, the test and the production environment.

The Network Partner shall bear all risks resulting from such means of authentication being used in its name, even including possible fraudulent use.

The information provided by the Network Partner as part of connecting the means of authentication to the eBill Infrastructure shall be constantly updated by them.

### **3.2.4 Information Obligation**

The Network Partner shall notify SIX in a timely manner of any changes in its area that may be relevant with regards to the performance of this Agreement.

### **3.2.5 Availability of Network Partner's Service**

The Network Partner shall provide its Invoice Issuers with its eBill Solution within the limits of availability of its existing network. The Network Partner shall reasonably ensure that no unscheduled interruptions occur.

Maintenance works shall be generally performed outside of business hours within maintenance windows with a prior notice provided by the Network Partner to SIX in a suitable manner.

The Network Partner shall ensure it is authorized to suspend or block operation of or access to the service for its Invoice Issuers at any time for important reasons (such as faults, sabotage, risk of misuse, etc.). The Network Partner shall notify SIX of measures taken accordingly in a suitable manner.

### **3.2.6 Relationship with the Invoice Issuer**

SIX shall maintain no contractual relationships with the Invoice Issuers, i.e. solely the arrangements between the Invoice Issuer and the Network Partner shall apply to the offering of the Network Partner's eBill Solution. The Network Partner shall therefore ensure that all arrangements are in place for the unrestricted use of the functionalities provided by the Network Partner, as well as the respective consent of the Invoice Issuers to the eBill Service being provided to the Network Partners by SIX. Details shall be regulated in the Rulebook (Annex 1).

### **3.2.7 Acquisition Activities**

To a reasonable extent, the Network Partner shall acquire new Invoice Issuers and actively operate on the market with the aim to connect new Invoice Issuers to the eBill Infrastructure. The Network Partner shall provide its services in connection with the eBill Infrastructure to third-party entities which are legally and commercially independent of the Network Partner. The Network Partner may only submit its own invoices to the eBill Infrastructure if it also submits invoices for other Invoice Issuers. Should the Network Partner fail to perform acquisition activities, SIX shall reserve the right to terminate the contractual relationship under due process of termination.

## **4 Use of Trademarks**

The Network Partner acknowledges that SIX owns its trademarks and their unauthorized or improper use may cause irreparable damages to SIX.

For the information to its Invoice Issuers and other advertising related to the eBill Service the Network Partner may use the trademarks provided by SIX in addition to its own trademarks.

The Network Partner shall immediately notify SIX in writing, should its contractual use of the trademarks provided by SIX, trigger a judicial or extrajudicial claim against the Network Provider by a third party. SIX shall subsequently take all reasonable steps to ward off the claims brought by the third party so that the Network Partner may further use the trademark. SIX shall also conduct all legal disputes arising from these claims at its own expense.

SIX shall utilize the information provided by the Network Partner for this purpose (company name, brand, logo) only with regard to notifying about the Network Partner's participation in the eBill Infrastructure. The Network Partner shall hereby grant its consent to this use of his information.

## **5 Change Management**

The parties acknowledge that the eBill Service shall flexibly be adjusted to changing market conditions at any time. Such adjustments shall be equally binding on all Network Partners who have concluded this Agreement.

SIX shall have the right to amend and/or supplement the Rulebook (Appendix 1) as well as the Operating Agreement (Appendix 2) with binding effect on the Network Partner. Any adjustments in the Rulebook (Appendix 1) or the Operating Agreement (Appendix 2) shall be communicated to the Network Partner in a suitable manner at least six (6) months prior to their effective date. Should the Network Partner be unable to accept or implement a change, it shall have the right to extraordinary terminate 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 this Agreement. In the absence of such termination, the Rulebook (Appendix 1) and the Operating Agreement (Appen-

dix 2) as amended or supplemented shall automatically become an integral part of this Agreement upon their effective date.

## **5.1 Release Management**

With regard to the launch of new releases, SIX differentiates between major and minor releases. Only major releases shall 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. A full list of Network-Relevant Functions may be found in Appendix 3 "Network-Relevant Functions".

SIX shall provide the technical specifications six (6) months prior to the implementation of a major release requiring adjustments from the Network Partners. The Network Partner shall make the adjustments within 6 months from the implementation. For this period, SIX shall guarantee the backwards compatibility of the interface in order for Network Partners to be able to make adjustments to their systems also following the release by SIX. SIX shall notify Network Partners in advance of changes, the planned implementation date and the period for which the backwards compatibility is guaranteed.

## **6 Confidentiality**

### **6.1 Trade Secrecy and Data Protection**

The parties shall keep confidential all information, documents and data which they become aware of while performing this Agreement, which are subject to trade secrecy or other special legislation on confidentiality obligations and shall not disclose them to any unauthorized third party without an express written consent of the other party.

Furthermore, the parties shall comply with the provisions of the Swiss Data Protection Act (DSG), in particular they shall keep confidential personal data they become aware of while providing contractual services, protect it against unauthorized processing, access, loss or falsification by taking appropriate state-of-the-art technical, personnel and organizational measures and use it exclusively for the purpose for which it has been disclosed. The parties may grant access to data solely to such persons that need it to perform their obligations. In particular, personal data may not be used for own purposes or disclosed to third parties for purposes beyond the scope of the Agreement.

The abovementioned obligations to keep trade secrets confidential and/or to protect respective data subject to data protection shall continue to apply even after the Agreement is terminated.

### **6.2 Invoice Issuer Data**

The contractual partners acknowledge that the invoices transferred through the eBill Infrastructure constitute documents that fall within the sphere of the Invoice Recipient and the Invoice Issuer, the content of which may additionally be subject to special legislation on confidentiality obligations.



### **6.2.1 Data Transfer**

In connection with its participation in and the technical connection to the eBill Infrastructure, the Network Partner shall provide SIX with specific data on its Invoice Issuers (in particular company name, display name, address, credit account). The Network Partner shall thus notify the Invoice Issuer that the respective data are transferred to SIX.

SIX shall use the data of the participants registered as Invoice Issuers exclusively within the scope of information necessary for the provision of the eBill Service.

### **6.2.2 Data Storage**

SIX shall store only such data of the Invoice Issuer that has been submitted by the Network Partner into the eBill Infrastructure via the Network Partner API.

The Network Partner is obliged to inform the Invoice Issuer that the Invoice Issuer's data related to Business Transactions are stored in the eBill Infrastructure. The retention periods of specific business documents shall be determined either by law or by contract (particularly in international relationships).

Accounting records, accounting vouchers and business correspondence shall be retained for ten years as provided for by law. Accounting records shall consist of business documents necessary to determine the financial standing and the accounts receivable and payable connected to the business operation of SIX and its subsidiary companies, as well as the results for specific financial years.

Examples include (non-exhaustive list): contracts, invoices and bills of lading, receipts and bank records, as well as possible inbound and outbound correspondence and e-mails.

The retention period shall commence at the end of the financial year in which the last entries were made, the accounting vouchers were created, and the business correspondence was received or sent. The retention period for contracts shall commence upon the lapse or termination of the contract.

## **7 Security**

The parties shall immediately notify one another where unauthorized access is suspected to have been obtained to a party's system that performs a function in connection to the eBill Service.

The Network Partner shall take appropriate measures to prevent cases of fraud or misuse pertaining to the eBill Ecosystem.

SIX shall be authorized to suspend or block the data exchange with the Network Partner or the Invoice Issuer's access to the eBill Infrastructure at any time if it deems this appropriate for important security reasons.

## **8 Liability**

SIX shall be liable under this Agreement only for direct damage caused by intent or gross negligence on its part or by any auxiliary persons it may engage. The liability for indirect and consequential damage shall be excluded to the extent as provided for by law. In particular, SIX shall not be liable for any damage arising in connection with the content of an invoice.

The Network Partner shall be liable for the damage caused by intent or gross negligence on its part or by its Invoice Issuer or by any auxiliary persons it may engage. The liability for indirect and consequential damage shall be excluded to the extent as provided for by law. Specific arrangements on liability between Invoice Issuers and Network Partner shall not constitute a part of this Agreement.

## **9 Special Provisions**

### **9.1 Interfaces, Responsibilities and Competencies**

The organizational interfaces between the parties, the division of competencies and resulting responsibilities have been specified in the detailed descriptions of processes contained in the Rulebook (Appendix 1).

### **9.2 Legal Requirements**

SIX shall comply with applicable respective legal provisions and implement appropriate processes and control mechanisms to ensure such compliance.

### **9.3 Involvement of Third Parties**

The parties shall be authorized to involve third parties to provide the eBill Service in part or in full at their own discretion. The relevant party shall notify the other party in a suitable form should a third party from abroad be involved.

The involving party shall be responsible for the actions taken by the third party involved as if they were its own.

## **10 Pricing**

The prices and payment methods applicable to the eBill Service may be found in the Price List (Appendix 4). The prices included in the Price List have been denominated in Swiss francs and shall not include value added tax.

Any taxes and fees incurred in connection with the provision of the service shall be borne by the Network Partner.

The parties to the Agreement may not set off any mutual claims. SIX shall be authorized to increase the prices on an annual basis with effect as of 1 January in the following calendar year. It shall notify the Network Partner in a suitable manner with a prior notice of three (3) months. Should the Network Partner not agree to the price increase, it shall have the right to extraordinary terminate the Agreement with a notice period of two (2) months with effect as of the effective date of the price increase pursuant to Clause 11.2 of this Agreement. In the absence of such termination, the Price List shall automatically become an integral part of this Agreement upon its effective date as amended.

## **11 Term of Agreement**

### **11.1 Effective Date, Term**

This Agreement shall become effective upon signature of both parties and shall be concluded for an indefinite term.

## **11.2 Termination**

This Agreement may be terminated by either party with a notice period of six (6) months from the end of a calendar month.

Furthermore, either party shall have the right to extraordinary terminate the Agreement for important cause with a notice period of two (2) months at any time.

The important cause shall apply in particular when the continuation of contractual relationship has become infeasible for the terminating party. Infeasibility shall be assumed in particular when a party to the Agreement repeatedly breaches material obligations under the Agreement or fails to remedy conditions contrary to the Agreement despite a written notice and a reasonable period specified. One-off breaches of the Agreement shall substantiate the termination of contractual relationship for cause only in exceptional cases and in cases of exceptional gravity.

Moreover, the Network Partner may extraordinary terminate the Agreement should the Network Partner be unable to implement or accept changes introduced by SIX to the Rulebook (Appendix 1), to the Operating Agreement (Appendix 2), to the Price List (Appendix 4) or in case of involvement of third parties (Clause 9.3). In such cases, the Agreement shall be terminated as at the effective date of the change with a notice period of two (2) months from the effective date of the change.

In any event, ordinary termination and extraordinary termination shall be subject to the regulations on proper handling of Business Transactions in case of termination of contractual relationship contained in the Rulebook (Appendix 1). The Network Partner shall ensure in particular that ongoing Business Transactions may be processed properly, and the Invoice Issuers have the possibility to find alternative options of posting their Business Transactions within the eBill Ecosystem.

Any termination under this Agreement shall be made in writing.

## **11.3 Consequences of Termination**

Should the eBill Service be terminated, the Network Partner shall notify the Invoice Issuers connected to it about its cessation.

Termination of the Agreement shall also cause all rights to use trademarks to lapse (Clause 4). The right shall be reserved to set a reasonable period for deleting or removing the trade marks from printed materials and other marketing materials of the Network Partner, from web sites, etc.

## **12 Assignment of Contractual Relationship**

The assignment of rights and obligations under this Agreement shall require a prior written consent of the other party. The right shall be reserved to assign them to group companies, which shall be admissible without the consent. However, the other party shall be notified in advance in a suitable manner.

## **13 Integral Parts of Agreement**

The Appendices 1 and 4 mentioned in this Agreement shall form an integral part of the Agreement. By signing it, the Network Partner shall confirm they have received these Appendices and acknowledged, understood and accepted their content.

In case of discrepancies and contradictions between this Agreement, Appendices thereto and the documents referred hereto, the following order of precedence shall apply:

- This Agreement shall supersede the Appendices hereto.
- In case of contradictions between the Appendices, the more specific Appendix shall prevail.

## **14 Final Provisions**

### **14.1 Requirement of Written Form**

All subsidiary agreements, amendments or supplements hereto shall be introduced pursuant to the change process specified hereto (Clause 5) and require written form to be legally effective, unless otherwise expressly agreed herein. This shall also apply to the revocation of this requirement of written form.

### **14.2 Non-Simple Partnership**

The parties hereto shall declare that they do not intend to form any corporate relationship or the like, also in particular any simple partnership as defined in Article 530 et seq. of the Code of Obligations.

### **14.3 Severability Clause**

Should a provision hereof be deemed void or legally ineffective, the remaining contractual provisions shall remain unaffected and shall be interpreted as if the Agreement has been concluded without the invalid provision. The same shall apply to contractual gaps and amendments or supplements hereto.

### **14.4 Governing Law and Place of Jurisdiction**

This Agreement and all disputes hereunder shall be governed by Swiss law, excluding the conflict of law provisions and treaties.

The exclusive place of jurisdiction shall be Zurich. For companies domiciled abroad, Zurich shall also be the place of debt enforcement.

## 15 Appendices

<b>Reference</b>	<b>Document</b>
Appendix 1	Rulebook
Appendix 2	Operating Agreement
Appendix 3	Network-Relevant Functions
Appendix 4	Price List

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**Network Partner**

Place, Date \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Swisskey AG**

Place, Date \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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