

## SIBOS PARTNER AGREEMENT TERMS AND CONDITIONS

### 1. DEFINITIONS

The terms in this Agreement shall have the following meaning:

- **Advertising Space** means the specific area(s) allocated for advertising and marketing on the Sibos communications channels such as, but not limited to, [Sibos.com](https://www.sibos.com), Sibos App, and the Sibos Newsletter.
- **Agreement** means these Sibos Partner Terms and Conditions, including the above registration form, and annexes for the Sibos Partner Optional Pack (if any).
- **SWIFT** means the Society for Worldwide Interbank Financial Telecommunication SC, with registered office at Avenue Adèle 1, 1310 La Hulpe, Belgium, and company number 0413.330.856 - RPM Brabant Wallon.
- **Company** means the legal entity set forth in this Agreement on the above registration form.
- **Materials** means the Company logo(s) and advertising materials that Company uploads on the Sibos Partner Portal, submits to SWIFT for inclusion on the Advertising Space, and/or is displayed in the digital waiting room.

### 2. SIBOS PARTNER AGREEMENT (BASIC PACK AND OPTIONAL PACK)

- a) SWIFT reserves the right, at its sole discretion, to reject or accept any registration form.
- b) The deadline for Company to submit the completed, signed, and dated registration form to the Sibos Partner Agreement is 16 July 2021.
- c) Upon receipt by SWIFT of the completed, signed, and dated Sibos Partner Agreement and SWIFT's acceptance of Company's registration form, where applicable Company may purchase Advertising Space available under a Sibos Partner Optional Pack ("Optional Pack") and subject to the terms of this Agreement.
- d) The deadline(s) for the Company to book Advertising Space and submit its Materials are indicated in the relevant Optional Pack(s). The technical requirements that apply to the Materials are set forth in each advertising option and will be further communicated to Company by e-mail once the advertising booking is confirmed by SWIFT.

e) SWIFT will only publish advertisements:

- which were booked within the booking deadline(s) indicated in the relevant Optional Pack.
- where the Materials are submitted within the submission deadline(s). Materials not submitted within the submission deadline(s) will not be published nor will payment be refunded.
- where the Materials comply with the technical specifications.
- where there is space available at the time of booking.

f) SWIFT reserves the right to refuse to publish Materials which SWIFT determines, in its sole discretion, contain illegal, offensive, or harmful content or content that could prejudice the interests of SWIFT or its community.

g) SWIFT will use its reasonable efforts to reproduce the Materials as close as possible to the version Company supplied but SWIFT cannot guarantee complete replication of the font, colour, or other design aspects.

h) Advertising Space will be available for the period set forth in the Optional Pack. Please note that SWIFT will not return any Materials to Company.

i) SWIFT will remove Company's Materials on the Advertising Space on 31 December 2021.

### 3. PUBLISHED MATERIALS

Company grants SWIFT a worldwide, non-exclusive, royalty-free license to publish, display, modify, and/or delete all Materials and solely in connection with, and limited to, SWIFT fulfilling its obligations to Company under this Agreement.

### 4. SIBOS OFFICIAL TRADEMARK LOGOS

a) For purposes of Company's participation in the Sibos 2021 event, Company is authorised to use the Sibos official trademark logo in electronic format subject to compliance with the following guidelines. The word 'Sibos' is a SWIFT registered trademark. 'Sibos' is a SWIFT copyrighted logo. To give the 'Sibos' official trademark logo the greatest possible presence and impact, it is important to apply the logo precisely and consistently.

## SIBOS PARTNER AGREEMENT TERMS AND CONDITIONS

b) Therefore:

Do not redraw or reset the logo in any way.

When applying it, always use the original electronic file sent to you by SWIFT.

The minimum size of the logo is 6 picas, 2.5cm.

For maximum impact, always leave a generous amount of space around the logo.

Do not crowd it with other graphic elements.

Do not reproduce the logo in any colour other than black or Pantone 1665U.

When only one colour is available, reproduce the logo in black.

Do not use the logo on busy or low-contrast backgrounds.

Do not distort the logo shape.

Do not change the typefaces used in the 'Sibos official trademark logo.

Do not write Sibos entirely in upper case (SIBOS).

Place the logo away from your primary logo to avoid confusion.

### 5. COMPANY LOGOS

Company will receive access to the Sibos Partner Portal where Company may upload its Materials, which include the Company's name, logo, description of products, and company description. SWIFT will remove Company's Materials on the Sibos Partner Portal on 31 December 2021.

Company grants SWIFT a limited, non-exclusive, non-transferable, royalty-free license to use the Company trademarks and logos designated by Company (the "Company Marks") solely in connection with Company's participation in the event described herein.

For the avoidance of doubt, except for uploading, publishing, displaying, removing, and deleting Company's Materials, SWIFT will not use Company's logos or trademarks for any other purposes without Company's prior written approval.

### 6. PARTICIPANT LIST

a) Company will have access to the Sibos 2021 Participant List in an excel format. The Sibos 2021 Participant List only includes those participants who have expressly consented to having their information shared at the time of registration. For the avoidance of doubt, Participants who have not explicitly consented to sharing their information will not be included in the Sibos 2021 Participant List.

b) Company acknowledges and agrees that it will only use the Sibos 2021 Participant List for direct marketing purposes and not for any other purposes (such as conducting surveys or editing another participant list) nor transfer the list onward to any third party (including its customers, partners and suppliers) without SWIFT's prior written agreement. Upon consulting the Participant List and processing the related data for direct marketing purposes, the Company becomes responsible for this data and will need to process this data in accordance with the applicable data protection legislation.

c) Company acknowledges that any unauthorised use would constitute a material breach of these terms and would violate SWIFT's data protection commitments towards Sibos participants and seriously harm SWIFT's reputation. Company agrees to and acknowledges the applicability of the Sibos Privacy Statement.

### 7. INVOICES, INTEREST RATE, TAXES, CURRENCY

a) Invoices will be sent to your customer account on [SWIFT.com](https://www.swift.com). Payments must be made within thirty (30) days from the date of the SWIFT invoice. Payment shall be in full and without any deduction, set-off or counter-claim whatsoever. The invoice number must be quoted on the payment.

b) Fees and charges are net of any local taxes such as, but not limited to, VAT, GST, Service Tax, withholding tax of any nature whatsoever applicable in the country of the Company. All present and future taxes, as well as fines and/or penalties and/or interest assessed directly or indirectly on such amounts (if any), which may apply to fees or charges in the Company's country due for or in connection with Company's purchase of the Sibos Partner Basic Pack, Optional Pack(s), or other advertising and marketing purchases under this Agreement, will always (even retroactively) be borne by the Company. If applicable, Company is solely responsible for paying any such local taxes in its respective country.

## SIBOS PARTNER AGREEMENT TERMS AND CONDITIONS

Notwithstanding the above, fees will be invoiced according to the EU VAT legislation. Any Belgian Company, or Company within EU which has not provided its EU VAT number, will be charged with 21% Belgian VAT. If applicable, Company is responsible for the application of the reverse charge in its country of registration. An EU Company which claims a VAT exemption in accordance with the specific EU regulation must provide appropriate exemption documentation.

Companies from Malaysia, South Africa, Zimbabwe and Russian may be charged the local tax at domestic rates according to the country's regulation on digital services.

c) Any amount outstanding on the due date will bear an interest charge at a rate corresponding to the 'ECB reference rate' raised by seven (7) points, and rounded at the superior half-point. For purposes of this provision, the 'ECB reference rate' means the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question.

d) SWIFT reserves the right to subcontract the invoicing process.

e) If Company has a direct debit agreement with SWIFT, Company agrees that SWIFT may settle its invoice by direct debit.

f) SWIFT invoices its customers either in EUR or USD, based on the country in which the Company is located, irrespective of the invoicing address. The invoicing currency is independent of the product pricing currency.

### 8. CANCELLATION BY COMPANY

a) Cancellation of the Sibos Basic Partner Pack. Company may cancel the Sibos Basic Partner Pack on or before 31 August 2021 and receive a full refund of any fees paid. On or after 31 August 2021, no cancellation by Company of the Sibos Basic Partner Pack is permitted and all fees due must be paid.

b) Cancellation of Advertising Space. Company may cancel Advertising Space before the booking deadline, as set forth in the relevant Optional Pack, and receive a refund of the applicable fees paid. No cancellation by Company of the Advertising Space after the booking deadline, as set forth in the relevant Optional Pack, is permitted and all applicable fees due must be paid.

c) Cancellation by SWIFT. In the event SWIFT unilaterally terminates the Agreement prior to Sibos 2021, SWIFT will reimburse all amounts paid by Company to SWIFT under the Agreement. This will be the sole and exclusive right and remedy of Company.

### 9. TERMINATION FOR BREACH

In the event of failure by one party to comply with any of the provisions of the Agreement (including failure to comply with the payment obligations), the other party shall have the right to terminate the Agreement upon written notice and with immediate effect and without prejudice to any other remedies under this Agreement.

### 10. WARRANTIES AND REPRESENTATIONS

Company warrants and represents that the Materials are free from any viruses or other technical defects, do not infringe any third-party rights nor any applicable legislation, including on fair, truthful and comparative advertising, and agrees to indemnify SWIFT for any damages resulting from the publication of the Materials.

### 11. AUTHORIZATIONS

Company will be responsible for obtaining the relevant rights, titles, licenses, permits, authorisations and consents relating to the licensing of any copyrighted materials (audio, video, pictures, person).

### 12. INDEMNIFICATION

a) Company agrees to indemnify SWIFT, its agent(s), or any third party for any damages, losses, injury or expenses of whatever nature, arising from SWIFT's publication of the Materials, Company's use of the Sibos Partner Portal, and Company's use of the Advertising Space.

b) SWIFT shall only be liable to Company for SWIFT's negligence, gross negligence, willful misconduct or fraud in the performance of its obligations under this Agreement. SWIFT's total aggregate liability shall only include direct damages suffered by Company and shall not exceed the fees paid by the Company under this Agreement. Any consequential, special or indirect damages suffered by Company, or punitive or exemplary damages, are excluded.

## SIBOS PARTNER AGREEMENT TERMS AND CONDITIONS

### 13. DATA PROTECTION

a) Company acknowledges and agrees that SWIFT may process personal data relating to the Company's staff members, agents or contractors, such as contact details for purposes relating to current and future Sibos registration, administration, security management, accounting, records keeping, offering of Sibos related products and services (such as Sibos Apps, [Sibos.com](https://www.sibos.com)) and conducting surveys, and more generally, for the performance of its obligations and the enjoyment of its rights and remedies. In this regard, SWIFT will only process personal data in accordance with the Sibos Privacy Statement.

b) Company acknowledges and agrees that, where SWIFT sub-contracts these tasks to an external supplier (typically the conduct of the Sibos evaluation survey), this may involve the transfer of such data to non-EU Member States.

c) Where such data are collected and supplied to SWIFT by or for the Company, the Company shall ensure this is done in accordance with all applicable laws and regulations and without infringing any third party rights. In this case, the Company acknowledges (and shall cause all other persons concerned to acknowledge) that each person concerned has a right to consult its data for information and correction purposes through a request addressed to SWIFT's Privacy Officer ([privacy.officer@swift.com](mailto:privacy.officer@swift.com)).

d) Company acknowledges that it will be provided with the Sibos Participant List which includes personal data. Company agrees that it will only process such personal data in accordance with this Agreement as well as the Sibos Privacy Statement. In any event, SWIFT does not assume any responsibility for verifying the ongoing accuracy of the Participants List.

### 14. COMPLIANCE WITH APPLICABLE LAWS

a) Each party is obligated to comply with all laws and regulations applicable to its performance under this Agreement

b) Company agrees that it will conduct its business at all times with integrity and in compliance with applicable laws and regulations including without limitation those related to anti-bribery, tax and export regulations and sanctions programmes. Specifically, Company understands that it is its sole responsibility for ensuring compliance with any export or sanctions programme under EU and US law, including those applicable to the supply and use of products and services sold or advertised. Company further agrees to act always in accordance with the highest professional

standards and in a way that will not prejudice SWIFT interests and reputation and shall indemnify SWIFT for any such claims related thereto.

c) Company must at all times conduct its business in a way that does not adversely affect SWIFT's name, interests, business or high reputation (e.g. schedule parallel on-line and/or in-person events during Sibos week; adverse press releases). SWIFT reserves the right to take immediate action against Company if it fails to comply with this provision, including but not limited to the cancellation or termination of the Agreement.

### 15. CONFIDENTIALITY

A party ("Discloser") may disclose, or procure the disclosure, to the other party ("Recipient") of non-public information in connection with the Agreement ("Confidential Information"). The Recipient agrees (i) to ensure the protection, confidentiality and security of the Confidential Information using the same standard it employs to safeguard its own information of like kind but in no event less than a reasonable standard of care; and (ii) not to use or divulge to any third party any such Confidential Information except where authorized herein and to those of its employees, contractors and third party suppliers who need access for purposes consistent with this Agreement and who are bound to confidentiality terms with Recipient containing protections no less stringent than those herein. The Discloser agrees that the foregoing will not apply to any Confidential Information the Recipient can document (a) is or becomes generally available to the public through no breach of the Agreement; (b) was in its possession or known by it prior to receipt from the Discloser; (c) was rightfully disclosed to it by a third party free of any obligation of confidentiality; or (d) was independently developed without use of any Confidential Information of the Discloser. If the Recipient is required by law or court order to disclose Confidential Information, it will give prior written notice to the Discloser (to the extent legally permitted) and reasonable assistance at the Discloser's cost to contest the disclosure. For the avoidance of doubt, the terms and conditions of this Agreement between the parties is to be treated as Confidential Information.

### 16. NO ADDITIONAL TERMS

The terms set forth in this Agreement will control in the event that there are any different or additional terms set forth on

## SIBOS PARTNER AGREEMENT TERMS AND CONDITIONS

any purchase order or other form provided by Company.

### 17 FORCE MAJEURE

a) A Force Majeure Event means an event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including acts of nature such as natural catastrophes, fire, flood or lightning, war, revolution, acts of terrorism, riots or civil commotion, electrical power or internet failure, health emergencies, epidemics and pandemics ("Force Majeure Event").

b) If performance of this Agreement or of any obligation hereunder is prevented, restricted or interfered with (or where a reasonable party placed in the same circumstances would not perform its obligations under this Agreement) by reason of a Force Majeure Event, the party so affected, upon giving prompt notice to the other Party, will be excused from such performance; provided that the party so affected will use reasonable efforts to avoid or remove such causes of non-performance.

c) If the affected party is prevented from performing substantially its main obligations, either party may by notice to the other terminate this Agreement. Neither party shall be liable for cancellation charges, penalties, or for any compensation payment.

### 18. GOVERNING LAW

Any dispute arising between the parties in connection with this Agreement will be governed and interpreted under Belgian Law. All disputes regarding this Agreement or resulting from this Agreement will be subject to the exclusive jurisdiction of the courts of Brussels. To have a valid claim against SWIFT relating to the performance of the Agreement, Company must notify it to SWIFT within six (6) months after the Sibos event. Company agrees to exonerate SWIFT from any liability relating to claims notified after that time limit. This Agreement is an adherence contract. It will be binding between SWIFT and any Company adhering to it without making any reservations or modifications, by returning the executed copy of the Agreement. No reservations or modifications are binding SWIFT unless expressly accepted in writing by SWIFT.