

SIBOS 2022 - TERMS & CONDITIONS

The Sibos 2022 - Terms & Conditions set forth below apply to Company's purchase of the Sibos Exhibitor agreement and, to the extent included as an Annex to this Agreement, the Advertising package.

1. DEFINITIONS

The following terms shall have the following meaning:

- **Advertising space** means the specific area(s) allocated for advertising and marketing on the Sibos communications channels or on site such as, but not limited to, Sibos.com, Sibos App, the Sibos Newsletter or banners.
- **Agreement** means these terms and conditions, the Exhibition Rules and Regulations and annexes to the advertising package (if any).
- **Company or Companies** means the legal entity set forth in this Agreement on the above registration form.
- **Exhibiting Company or Companies** means the organisation to whom stand space is allocated for the purpose of the Exhibition.
- **Exhibition** means the Sibos event which is being organised by the Organiser at the Premises and at the dates indicated hereafter.
- **Exhibition Manager** means Rapier Design Ltd, the company managing the organisation of the Exhibition on behalf of SWIFT. RAI Amsterdam, Europaplein 24, 1078 GZ Amsterdam, The Netherlands, the organisation where Sibos 2022 is taking place.
- **Exhibition Rules and Regulations** means any requirements imposed on the Company either by the Organiser, the Exhibition Centre Authority, the Exhibition Manager, or any other competent authority, including but not limited to regulatory rules, technical and safety prescriptions.
- **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.
- **Organiser or 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
- **Participant** means the staff member, agent or contractor of the Company or its Stand Partner for whom the Participant registration fee has been paid.
- **Premises** means RAI Amsterdam.
- **RAI Amsterdam** means the location where Sibos 2022 is taking place and which is located at Europaplein 24, 1078 GZ Amsterdam, The Netherlands.
- **Stand Partner** means a company or organisation that is sharing the stand allocation with the Company under the latter's sole responsibility.

2. SIBOS EXHIBITOR AGREEMENT AND ADVERTISING AGREEMENT

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 Exhibitor Agreement is 29 April 2022.

c) Upon receipt by SWIFT of the completed, signed, and dated Sibos Exhibitor Agreement and SWIFT's acceptance of Company's registration form, where applicable Company may purchase Advertising Space available under the Advertising package 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 Advertising package. 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.

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. STAND SPACE ALLOCATION

The Organiser reserves the right to accept or reject any registration form at its sole discretion.



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Following selection of the Exhibiting Company and upon receipt by the Organiser of the signed Agreement, the Organiser will allocate stand space to meet the Company's request where possible.

The Organiser reserves the right to change the stand allocated to the Company, and/or to alter the dimensions of the stand, and/or to transfer or close entrances and exits to the Premises and to undertake other structural changes as may be deemed fit. Such changes shall be at the discretion of the Organiser and the Company will have no claim for compensation as a result of the changes.

If the Exhibition is abandoned, postponed or altered in any way, in whole or in part, or if the Organiser finds it necessary to alter the dates of the Exhibition, the Organiser and the Exhibition Manager will not be liable for any expenditure, loss or damage incurred by the Company, other than a reimbursement of the amounts paid by the Company in case of cancellation by the Organiser (as in section 10). The Organiser and the Exhibition Manager will not be liable for any loss which the Company, its staff, agents or contractors may incur because of the intervention of any authority including the Exhibition Centre Authority preventing or restricting the use of the Premises or any part thereof in any manner whatsoever.

5. USE OF THE STAND, SIBOS LOGOS, COMPANY LOGOS, PARTICIPANT LIST, PHOTOGRAPHS AND VIDEOS, AND COMPANY ADVERTISING

A. Stand

The Company is bound to exhibit its products and to staff the stand with at least one competent person during the following opening hours (subject to change):

Monday 10 October 2022, 08:00 - 19:00
Tuesday 11 October 2022, 08:00 - 18:00
Wednesday 12 October 2022, 08:00 - 18:00
Thursday 13 October 2022, 08:00 - 17:30

The Company is not allowed to sub-let the stand allocated to it to other parties either wholly or in part without a written letter of consent from the Organiser. The Company is not allowed to leave the stand unattended during the above-mentioned hours. Should a Company not use its allocated stand as provided hereunder, the Organiser reserves the right to re-allocate the stand to any other purpose or to remove it from the Exhibition Center. In such case, the Company will be liable to indemnify the Organiser for all costs related to the re-allocation or dismantling of the stand and the Organiser reserves the right to reject any request of

reservation for future exhibition.

B. Sibos official trademark logos

The Company is authorised to use the Sibos official trademark logo in printed and/or electronic format subject to compliance with the following guidelines. The word 'Sibos' is a SWIFT registered trademark. The 'Sibos official exhibitor' logo 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.

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).
- Use the 6 pica-sized logo for business cards and stationery.
- Place the logo away from your primary logo to avoid confusion.

The media kit containing the official Sibos logos, banners and guidelines will be available in the Sibos Exhibitor Portal.

C. Company Logos

SWIFT will not use Company's logos or trademarks without Company's prior written approval.

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.

Upon Company's enrolment as an exhibitor, Company will receive access to the Sibos Exhibitor Portal where Company



For more information, please contact:

Viviane Holemans on: +32 2 655 44 55 or email: viviane.holemans@swift.com and
Greet Michiels on: +32 2 655 38 10 or email: greet.michiels@swift.com

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may upload its name, logo, description of products on display, and company description ("Company Information"). SWIFT will remove all Company Information on the Exhibitor Portal within six months after Sibos.

D. Participant list

a) Company will have access via the Exhibitor Portal to the Sibos 2022 Participant List in an excel format. The Sibos 2022 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 2022 Participant List.

b) Company acknowledges and agrees that it will only use the Sibos 2022 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.

E. Photographs and videos

The Company may photograph or videotape its own promotional events and materials at its own stand space at its own discretion but subject to all applicable laws, in particular but not limited to any and all personal data protection regulations. All other photography and videotaping is strictly prohibited. The Company shall ensure that their staff members, agents, sub-contractors as well as any Participants are informed about and do not object to their image being used for these purposes. Any photography or videotaping outside of your stand space must be performed by the Sibos Exhibitors Media Services.

The Organiser, the official show photographer and accredited

Press are exempted from this rule. In accordance with the Sibos Registration Policy, SWIFT reserves the right to photograph and videotape all Sibos events and participants and to use such photographs and videos in any internal and external communication referring to Sibos or to SWIFT services and products, such as on its websites and intranet, in the Sibos Issues, Sibos Programme, Sibos Online, Sibos tools, Wrap-up reports and in its annual reports as well as on social media channels such as LinkedIn, Twitter, SmugMug, Instagram or YouTube.

F. Company Advertising

1. SWIFT will only publish advertisements:

- which were booked within the booking deadline(s)
- indicated in the Advertising package.
- 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.

2. 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.

3. 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.

4. Advertising Space will be available for the period set forth in the Advertising package. Please note that SWIFT will not return any Materials to Company.

5. Any advertising space (included or not in the advertising package) booked within 1,000 meters (1km) of the RAI Amsterdam or booked inside the RAI Amsterdam requires SWIFT's prior written consent. Exhibitors can book advertising spaces outside of that perimeter, but the text for these advertisements should be shared with SWIFT for review and consent.

6. In the event of a printing error, inadvertent publication, or any other damage caused to the advertiser, SWIFT's liability will be limited to the price of the corresponding advertisement and will be exonerated for any damages exceeding this amount.



For more information, please contact:

Viviane Holemans on: +32 2 655 44 55 or email: viviane.holemans@swift.com and
Greet Michiels on: +32 2 655 38 10 or email: greet.michiels@swift.com

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7. Any advertising space booked without SWIFT's consent shall not include the 'Sibos' official trademark logo. SWIFT reserves all rights on the 'Sibos' logo and its trademarks and trade names.

6. STAND PARTNERS

A maximum of one Stand Partner per 24sqm is permitted. A fee of 7,000.00 EUR per Partner will apply. Stand Partner forms are available in the Exhibitor Manual via the Sibos Exhibitor Portal and must be submitted to SWIFT for approval no later than Friday 5 August 2022. SWIFT reserves the right to accept or not a Stand Partner at its entire discretion.

7. EXHIBITION MANAGEMENT

The Exhibition Manager will be managing the exhibition on behalf of SWIFT and will be publishing an Exhibitor Manual in April 2022. The manual will include full details of services as well as Exhibition Rules and Regulations concerning fire, building and local conditions. The Company must conform and must ensure that its partners and their respective participants as well as its subcontractors conform at all time to the conditions described in the Exhibitor Manual.

The Exhibition Manager's contact details are as follows: Rapier Design LTD, Rapier House, 4-6 Crane Mead Industrial Estate, Ware, Herts, SG12 9PW, United Kingdom.

8. STAND CONSTRUCTION

Stands are allocated on a space only basis and each Company can either hire a shell scheme stand from the appointed contract via the Exhibitor Manual or appoint their preferred contractor(s) to design and build their stand (free build).

All exhibitors must ensure their stands are designed and built in accordance with the stand build rules and regulations and executed in accordance with all Health and Safety requirements. Moreover, all exhibitors are required to submit their public liability insurance certificate.

Free build exhibitors must submit their stand plans for approval to Rapiergroup and all stands must submit suitable health and safety documentation together with their public liability insurance certificate as detailed in the Exhibitor Manual.

It is the responsibility of the exhibitor and stand builder to ensure adequate public liability insurance (PLI) coverage during the build-up, show open periods of Sibos 2022 and break-down. SWIFT cannot be held responsible/liable should an exhibitor or their stand builder fail to acquire the

appropriate PLI coverage.

Should the Company choose to use a free build space, it will be responsible for the provision of all materials, services and resources, but must co-ordinate its related activities through the Exhibition Manager.

Exhibiting Companies are responsible for their subcontractors. These subcontractors will receive a pass allowing them to access the Premises for the purpose of building the stand only. Subcontractors shall not use their pass for other commercial activities, unless specifically authorized in writing by the Organiser or the Exhibition Manager.

The rental price and payment conditions of this rented shell scheme are defined in the Exhibitor Manual. Modular shell scheme will be available through the Exhibition Manager.

9. INSTALLATION AND DISMANTLING

The Exhibition Manager will issue full schedules for installation and dismantling of the stands. These instructions must be strictly adhered to.

10. RENTAL OF STAND SPACE

The rental fee for stand space is 14,000.00 EUR per 24sqm unit, each including two (2) participant passes, an access to the Exhibitor portal via Sibos.com to manage the promotion of the company presence at Sibos (logo, company description, stand activities, ...).

11. INVOICING AND PAYMENT

A. Invoices, interest rate, taxes

All SWIFT invoices, including those for Exhibition space, are de-materialised and are delivered electronically to your customer account on swift.com. Invoices are payable within thirty (30) days. Please note that the 30 days starts 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 should always be quoted on the payment. 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 the 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.



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SWIFT reserves the right to subcontract the invoicing process.

Fees and charges are net of any local taxes applicable in the country of the Exhibiting Company, such as, but not limited to, VAT, GST, withholding tax or any similar tax of any nature whatsoever. 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 due for or in connection with the Exhibition, will always (even retroactively) be borne by the Exhibiting Company. To comply with Dutch domestic VAT legislation, exhibition fees will be increased by 21% Dutch VAT to be supported and paid by the Exhibiting Company, unless the domestic reverse charge rule would apply and the Exhibiting Company provides his Dutch VAT number.

Notwithstanding the above, other 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, Russia or Thailand may be charged the local tax at domestic rates according to the country's regulation on digital services.

When the Exhibiting Company has a direct debit agreement with SWIFT, it agrees that SWIFT may settle its invoice by direct debit.

B. Invoice currency

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.

12. TERMINATION OF THE AGREEMENT

A. 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.

B. Cancellation of exhibition space

a) Cancellation by the Company

All cancellations of exhibition space must be made by email to Viviane Holemans from SWIFT: viviane.holemans@swift.com and to Greet Michiels from SWIFT: greet.michiels@swift.com.

A cancellation is only accepted by SWIFT with an official response.

Should the Company cancel participation after it signed the Agreement, the following amounts will be due to indemnify SWIFT:

- 50% of cancelled space fee if cancellation is received by SWIFT on or before Friday 24 June 2022
- 100% of cancelled space fee if cancellation is received after Friday 24 June 2022

Should the Company fail to take possession of its allocated stand before 08:00 on Monday 10 October 2022, the Organiser has the right to re-allocate space and all monies paid shall be forfeited. In addition, in the event that the stand cannot be re-allocated, the Organiser reserves the right to dismantle or remodel the space at the Exhibitor's expense.

b) Cancellation by SWIFT

If SWIFT terminates unilaterally this Agreement for convenience before the Exhibition, SWIFT shall reimburse all amounts paid by the Company to SWIFT under this Agreement. This will be the sole and exclusive right and remedy of the Company in this respect.

C. Cancellation of the advertising space

Only advertisements cancelled within the booking deadline will be reimbursed. Advertisements cancelled after the booking deadline will not be reimbursed nor published. When SWIFT cannot cancel publication without additional cost, SWIFT reserves the right to publish the advertisement notwithstanding the cancellation.

13. WARRANTIES AND REPRESENTATIONS

a) 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.



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b) 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).

14. 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 Exhibitor Portal, and Company's use of the Advertising Space as well as any other caused by the Company, its partner(s) or their respective Participants or by its sub-contractors.

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.

15. SECURITY

a) For purposes of security, ID badges will be supplied by the Organiser. Participants are required to wear their badges at all times whilst within the Exhibition, lunch areas and social events. The badges cannot be modified nor hidden in any part. Badges are strictly personal and cannot be transferred to anybody else.

b) The Participants shall respect the security instructions provided by the Organiser in its communications, and onsite at security checkpoints. The Participants shall report any security incidents immediately to the Organiser.

c) The Company is responsible for the supervision of its stand and belongings which are brought on to the Premises at its own risk. The Organiser will endeavour to protect the Company's property whilst on display at the Exhibition, by appointing security staff; but it must be clearly understood that the Exhibition Centre Authority, the Organiser and the Exhibition Manager cannot accept liability for loss, damage or injury sustained or occasioned from any cause whatsoever.

16. 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) 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. In such cases where SWIFT uses data processors, SWIFT requires:

1. that the personal data transferred be only processed upon our instructions, and with sufficient guarantees in respect of the technical and organizational security measures protecting the data processing activities, and

2. the application of the standard contractual clauses approved by the European Commission, unless another appropriate statutory, contractual or self-regulatory basis applies to allow such transfers (e.g. adequacy decision).

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).

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.

17. RULES AND REGULATIONS

A. Building, Electrical and Fire Regulations:

The Company must abide in full with the regulations of the Exhibition Centre Authority which are available on request from the Exhibition Manager.



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B. Promotional materials and events:

All demonstrations or other promotional activities must be confined to the Company's exhibition space. The Company is not allowed to display signs in any of the common areas of the Premises. Aisles should not be obstructed in any way. Stand personnel, including models, hostesses, etc...are not allowed to distribute literature or promotional items of any kind outside the confines of the contracted exhibition space. The Organiser reserves the right to restrict exhibits which, because of noise, method of operation, materials or any other reason, become objectionable. The Organiser may prohibit or remove any exhibit which, in its opinion, detracts from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition or with the local conditions described in the Exhibitor Manual. The above restrictions include people, props, conduct, printed matter and anything of a character which the Organiser determines is objectionable.

C. Care of building and equipment:

The Company, or their agents, must not damage or deface the Exhibition facility or the booths and equipment of other Exhibiting Companies. When such damage occurs, the Company is solely responsible and is liable to the owner of the property so damaged.

D. Children:

For safety reasons no one under the age of sixteen (16) will be permitted at any time on the show floor during show time, build-up or breakdown.

18. EXHIBITOR COCKTAILS

Exhibitor cocktails or receptions taking place within the exhibition hall(s) must not commence before 16:00. Exhibitor events involving music or entertainment however may only begin after 17:00 during the show's opening days (10-13 October 2022).

19. WIRELESS NETWORKS (WI-FI) AND EMITTING TECHNOLOGIES

SWIFT offers all Participants free of charge and for the duration of Sibos, Wi-Fi enabling access to the Internet. By using the Sibos Wi-Fi service, the Company and its representatives acknowledge and agree to abide by the terms of the Acceptable WiFi Use Policy.

The creation of wireless networks outside of the official show infrastructure causes adverse issues with WiFi connectivity during Sibos week, for delegates as well as other exhibitors.

A rogue exhibitor wireless network may interfere with the official infrastructure, causing major disruptions to demonstrations and general internet connectivity. Please also be aware that there has been an increase in the number of devices that broadcast their own local wireless network, with screens and printers in particular having this feature. These types of equipment will only be permitted if it is possible to disable the local wireless network feature completely due to the interference caused to the event wireless network.

Sibos provides a free, dedicated, exhibitor wireless network; therefore, it is prohibited for any exhibitor to set up their own WiFi access point at Sibos 2022. All fixed internet connections must be ordered through the official internet and telecoms supplier of Sibos. Any exhibitor found with a rogue wireless network will be shut down (taken offline) and given the opportunity to connect via the official channel. In addition, Company is prohibited from deploying at Sibos any emitting technologies at Sibos, whether operated via WiFi, Bluetooth, mobile data or other method, unless Company has obtained SWIFT's prior written approval. To request approval to use such tracking technologies, Company must submit a written request to SWIFT describing the technology and purpose of its use.

20. 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.



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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.

21. 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.

22. 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 any purchase order or other form that Company submits.

23. 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.

24. DISPUTE RESOLUTION AND 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.

