MEMBERSHIP AGREEMENT

Banking Industry Architecture Network
(“Association”)

THIS MEMBERSHIP AGREEMENT (THE “AGREEMENT”) is entered into as of the ___ day of _____, 20__ (the “Effective Date”) by and between Banking Industry Architecture Network (“Association”) and _____ (“Member”). The Association is established as registered association (eingetragener Verein) under the Laws of Germany. Members of the Banking Industry Architecture Network (“BIAN”) shall be referred to collectively as the “Membership”.

WHEREAS, the purpose of BIAN is to establish, promote and provide a common platform for debate on banking interoperability issues and to address the challenges of interoperability between banking organizations and other companies in a value chain or ecosystem.

WHEREAS, BIAN promotes interoperability by closely working with banking organizations to define their needs and requirements in order to define suitable specifications.

WHEREAS, BIAN will define interface standards and specifications that help enable full end-to-end interoperability in identified banking scenarios;

WHEREAS BIAN has adopted an Organization Framework which sets forth the overall operational guidelines, including general principles (the “Organization Framework” attached hereto as Attachment B);

WHEREAS, BIAN has adopted an intellectual property policy (the “IPR Policy” attached hereto as Attachment C) as well as a Operations Framework (attached hereto as Attachment D);

WHEREAS, Member would like to become a member of BIAN per the fee schedule (attached hereto as Attachment E);

NOW THEREFORE, the Association agrees to admit Member on the terms and consideration contained herein, and Member agrees to abide by the terms and conditions contained herein:

1. DEFINITIONS

"Board of Directors" or "Board" shall have the meaning as set forth under Section VIII f the Statutes.

"In Good Standing" shall have the meaning as set forth in Article IV of the Statutes.

"Meeting" means both face-to-face meetings and telephone or video conferences or such other reasonable electronic means approved by the Board of Directors (in the case of Board meetings or Member meetings) or the Working Group (in the case of Working Group meetings).

"Member" shall mean have the meaning defined by Article IV of the Statutes. Unless otherwise explicitly stipulated all provisions of this Membership Agreement shall apply for Ordinary and Extraordinary Members alike.

"Standards Development Organizations" or "SDO" shall mean any standards body and industry consortium other than BIAN that creates standards and specifications enabling business-to-business integration and process management.

2. MEMBERSHIP CATEGORIES.

There shall be two categories of Membership: Ordinary Membership and Extraordinary Membership. An extraordinary Membership is only eligible for companies in which at least 50 % of the capital or voting rights are held by another member of BIAN. The Extraordinary Membership comprises the same rights except the voting right and the same duties except the duty to pay the membership fee. Both categories of Members shall publicly, but non-exclusively, support the Purposes of BIAN as specified in the Statutes.

3. MEMBERSHIP RIGHTS AND OBLIGATIONS

3.1 General.

Ordinary Member agrees to pay the annual fees, if any, as set forth in Attachment E hereto, as may be amended from time to time in accordance with the Statutes and this Agreement. Ordinary Member agrees to abide by other terms relating to the payment of fees, as further specified under this Agreement. Any personnel contributed by Member to work on BIAN development projects will be fully compensated by Member and not by BIAN. The Member will retain full authorization and advisory power over its employees contributing to BIAN projects. The Board of Directors shall have the authority to define and establish the particular attributes, qualifications, fees, and benefits in regards to Membership. No Member shall hold more than one Membership in the Association. The Board has the right to determine whether a company may be admitted to Membership.

The Members selected as Board Members shall make decision on each matter submitted to the Board meetings according to its working rules as defined in the Statutes.

Each member, while in good standing, shall be entitled to (i) receive all publications of BIAN which are intended for general distribution to Members, and (ii) attend all meetings and special meetings

of the Membership described in the Statutes accordingly, provided that only those Ordinary Members which are permitted shall be entitled to vote at such meetings.

3.2 **Compliance with Guidelines**.

Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Statutes, the Organization Framework and any and all additional policies and procedures adopted by BIAN, as may be amended from time to time in accordance with the Statutes.

3.3 **Compliance with IPR Policy.**

Member has reviewed, and agrees to abide by, and shall have all rights and obligations as set forth in, the IPR Policy, as may be amended from time to time in accordance with the Statutes. Member agrees that the IPR Policy will serve to define the general contribution and participation licenses for BIAN as well as the distribution license unless otherwise agreed to in accordance with the Statutes and IPR Policy.

3.4 **Fees / Costs and Expenses**.

If an Ordinary Member's payment of its annual membership dues is not fully paid within sixty (60) days of its invoice due date, a late fee representing one percent (1%) of the delinquent membership dues shall be added to such membership dues, compounding monthly, commencing on the 31st day following the invoice date.

Each Member shall bear all of its own costs and expenses related to membership in BIAN including, but not limited to, compensation payable to Member's employees and consultants (including, without limitation, Member's employees assigned to participate in Working Groups) that participate in BIAN on behalf of Members, and all travel and other expenses associated with Member's participation in BIAN meetings, conferences, and development projects. Except as otherwise set forth in this Agreement or in the Statutes, Member understands and agrees that Member has no rights of reimbursement from BIAN.

3.5 **Publicity/Marketing**

A Member may make public announcements or press releases concerning its own activities as a Member, but shall provide BIAN, unless otherwise required by applicable Laws, thirty (30) days advance written notice prior to such announcement, together with a copy of the proposed announcement. BIAN Board of Directors shall have a right to veto the proposed announcement on reasonable grounds. Unless otherwise required by law, any press release concerning a Member made by BIAN or another Member shall be subject to that Member's prior written consent. The Member shall not unreasonably withhold such consent. Once approved, the press release statement may be used by BIAN and other Members for the purpose of promoting BIAN (or such purpose as is designated in the Member's consent) and reused for such purpose until such approval is withdrawn with fifteen (15) calendar days prior written notice. Any use of a Member's name, trademark or logo shall be subject to the applicable usage guidelines of that Member. A new Member shall assist BIAN in publicly announcing such new Member's membership therein within ninety (90) days of joining BIAN.

Any marketing, the creation of marketing materials and announcements of BIAN shall be controlled by the Board of Directors.

3.6 **Antitrust**

BIAN is committed to antitrust compliance and expects its members do the same. It is the belief of BIAN that competition is the fairest and most efficient mechanism of economic regulation. Accordingly, any activity that intentionally or unintentionally reduces competition or restrains trade is contrary to that

belief and BIAN's policy. All BIAN Members shall at all time adhere to BIAN's Antitrust Guidelines when participating in BIAN activities.

4. ORGANIZATIONAL STRUCTURE

The organizational structure and the governance terms are set forth in the Organization Framework and the Statutes documents.

5. TRADEMARKS AND LOGOS

Any BIAN trademarks are intended to be a symbol of the quality and community support associated with BIAN. As such, an element of control needs to be retained over the use of BIAN logos to ensure that BIAN trademarks serve this function. In addition, this reduces any potential confusion of BIAN marks with other marks. Also, use of BIAN marks should not be in a disparaging manner about BIAN or its Members. The Board of Directors shall unanimously agree on a policy and guidelines to use any BIAN trademark and logo as applicable. Members agree to comply with the then current BIAN Trademark Usage Guidelines. All Observers or other non-Members shall be bound by BIAN Trademark Usage Guidelines and shall use any BIAN trademark or logo only in accordance with BIAN Trademark Usage Guidelines.

Any of BIAN trademarks or logos may not be incorporated into the name of a company or software product name. The appropriate trademark symbol (i.e. ™) should appear at least with the first use of BIAN trademarks and all occurrences of BIAN logo. When employing BIAN trademark or logo, a statement attributing the trademark to BIAN must be included. 'BIAN is a trademark of BIAN Banking Industry Architecture Network.' Any additional usage guidelines shall be set forth in BIAN Trademark Usage Guidelines.

The Board of Directors will decide if and to what scope a trademark or logo will be registered and protected.

6. TERM AND TERMINATION

6.1 **Term**.

The term of this Agreement shall begin on the Effective Date and, except as provided below, shall continue indefinitely subject to the rights of termination set forth in this Agreement and under Article V.2 and V.3 of the Statutes.

6.2 **Termination**.

The membership of any Member shall terminate upon the occurrence of any one or more of the following:

Any Member may resign from BIAN in writing filed with the Secretariat and Board of Directors. The resignation of a Member shall not relieve the Member from any payment obligations the Member may have to BIAN as a result of obligations incurred or commitments made prior to resignation. Except as otherwise set forth in this Membership Agreement, a resigning Member shall not be entitled to receive any refund, pro rata or otherwise, of any membership fee, dues or assessments for the balance of the

calendar year in which the resignation is effective. Within ten (10) days of resigning from BIAN, a Member may appeal in writing to the Board of Directors for a pro rata refund of its annual membership dues. The appeal will specifically set forth any circumstances that Member believes justify a refund in its case. The Board of Directors shall decide by simple majority upon the appeal in its sole discretion at its first meeting following the scheduled appeal.

6.2.1 Termination

In case a Member has materially breached the Membership Agreement, Statutes, IPR Policy, or Organization Framework and has not cured such breach within thirty (30) days of receipt of written notice from BIAN the Board of Directors may upon the affirmative vote of two-thirds (2/3) of the members (exclusive of such defaulting Member's director on the Board, if any), vote to terminate the Member's Membership Agreement. Following such determination a notice shall be sent by mail by prepaid, first-class or certified mail to the most recent address of such Member as shown on BIAN's records, setting forth the proposed termination, the reasons therefore, the proposed effective date of the termination, and that the Member may request an opportunity to be heard, either orally or in writing. Such notice shall be sent at least fifteen (15) days before the proposed effective date. If the Member does not prior to the proposed effective date of the termination provide a written response or request an oral hearing, membership shall be terminated effective on the proposed effective date without further action on the part of BIAN.

If the Member requests an oral hearing, the Board will schedule a hearing as soon as reasonably practicable at which the Member's response to the termination notice will be considered. If the Member submits a written response prior to the proposed termination date, the Board will consider that response. After such hearing or receipt of such written response, the Board of Directors (exclusive of the Member's director, if any) shall decide whether such Member should in fact be terminated, or sanctioned via written reprimand as determined by the Board of Directors; provided, that, any such decision to terminate or sanction such Member must be approved by a vote of two-thirds (2/3) of the Board of Directors (exclusive of the Member's director on the Board, if any). The decision of the Board of Directors shall be final.

Any action challenging a termination of membership of a Member, including any claim alleging defective notice, must be commenced within fifteen (15) days after the date of the termination.

6.2.2 Payments

In the event of termination, Member shall be obliged to pay all dues that have accrued.

7. GENERAL

7.1 **Authority to Execute Agreement**. Member hereby represents, warrants and covenants to BIAN that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

7.2 **No Other Licenses.** By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyrights, patents, trademarks, or other intellectual property rights of BIAN or another Member. All such rights shall be governed solely by the IPR Policy.

7.3 **Nonliability**. No Member shall be liable for the debts, liabilities, or obligations of BIAN or of another Member merely by reason of being a Member.

7.4 **No Employment Relationship.** Nothing in this Agreement is intended to give rise to an employer-employee relationship, including, but not limited to, the relationship between employees from Member organizations and BIAN.

7.5 **No Warranty**. BIAN AND MEMBER EACH ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED TO OR BY BIAN, WHETHER UNDER THIS AGREEMENT OR IN THE COURSE OF ANY BUSINESS FORUM OR OTHER BIAN ACTIVITY, IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND BIAN AND MEMBER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH INFORMATION.

7.6 **Limitation of Liability**. IN NO EVENT WILL ANY MEMBER OR BIAN BE LIABLE TO EACH OTHER OR TO ANY OTHER MEMBER UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, PROVIDED HOWEVER THAT THIS SHALL NOT APPLY IN CASES OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

7.7 **Governing Law/Venue**. This Agreement shall be exclusively construed and controlled by the laws of Germany without reference to conflict of laws principles, including but not limited to the applicability of the UN Convention On Contracts For The International Sale Of Goods (CISG). The courts of Frankfurt/Main, Germany shall have the exclusive jurisdiction.

7.8 **Notices**. All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

7.9 **Complete Agreement; No Waiver**. Except with respect to the Statutes, IPR Policy, Organization Framework, and any other policies and procedures that may be adopted by BIAN from time to time in accordance with the Statutes, this Agreement, including all attachments, sets forth the entire understanding of BIAN and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

7.10 **Amendment**. Member shall be given at least thirty (30) days prior written notice of the effective date of an amendment agreed to in accordance with the Statutes. No amendments, modifications or additions to or deletions from this Membership Agreement or IPR Policy shall be binding unless accepted in writing by authorized representatives of BIAN and Member. If Member does not agree to a modification to this Agreement or IPR Policy that was approved in accordance with the Statutes, this Agreement and Member's membership in BIAN shall be terminated. Amendments shall be prospective only unless otherwise agreed to by the Member and BIAN.

7.11 **Unenforceability**. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

7.12 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

7.13 **Compliance with Laws**. Anything contained in this Agreement to the contrary notwithstanding, the obligations of BIAN and Member shall be subject to all laws, present and future, of any government having jurisdiction over BIAN and Member including, without limitation, all data protection laws, anti trust laws and laws concerning unfair competition, export and re-export laws and regulations.

7.14 **Assignment**. Member may not assign any of its rights, delegate any of its obligations, or transfer this Agreement without the prior written consent of BIAN or as otherwise set forth in the Statutes, and any such attempted assignment, delegation, or transfer shall be void. For purposes of this Agreement, any transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member (collectively, "Change of Control") will be deemed to include an attempt to transfer this Agreement. For clarification, the sale of a Member's securities in an initial public offering shall not constitute a Change of Control under this Agreement. For clarification, a Change of Control cannot operate to transfer this Agreement to the new controlling entity, provided, however, that Member's ability to undergo such Change of Control shall not otherwise be affected. Upon any Change of Control of Member in which the Member is not the surviving entity, the Board of Directors may permit such Member's membership to be transferred to the surviving entity, which permission shall not be unreasonably withheld. BIAN may only transfer this Agreement through a decision by the Board of Directors and/or the General Assembly in accordance with the BIAN Statutes governing such decisions.

7.15 **Force Majeure**. Neither BIAN nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

7.16 **Independent Contractors**. The relationship of BIAN and Member established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

In witness of this Agreement, BIAN and Member have executed this Agreement below,

Member

Company Name

Address

Telephone

Email

Name

Title

Signature

Date

BIAN

Company Name BIAN e.V.

Address Platz der Einheit 1

60327 Frankfurt am Main, Germany

Telephone

Email

Name

Title

Signature

Date

ATTACHMENT A

STATUTES

ATTACHMENT B

ORGANIZATION FRAMEWORK

ATTACHMENT C

IPR POLICY

ATTACHMENT D

OPERATIONS FRAMEWORK

ATTACHMENT E

FEE SCHEDULE