

AGREEMENT

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 one signed copy of the Agreement no later than Friday 7 February 2020. **No reservations, modifications or cancellations are binding on SWIFT unless expressly accepted in writing by SWIFT.**

COMPANY ADDRESS DETAILS - LEGAL ENTITY*

Company Legal Name: _____

Company Address: _____

City: _____

Postcode: _____

Country: _____

VAT Number (for companies registered in the EU) _____

* Invoices will be raised in the name of your customer legal entity registered at SWIFT thereby satisfying all related local and fiscal requirements.

CUSTOMER CONTACT - CENTRAL COORDINATOR*

Mr Mrs Miss

First Name: _____

Surname: _____

Job Title: _____

Email Address: _____

Contact Telephone: _____

* SWIFT and its partners will direct all communications regarding Sibos to this person.

YOUR COMPANY NAME

Please write your company name exactly (respecting capitals) as it should appear in all Sibos related publications and exhibition materials including the Sibos 2020 website:

TYPE OF COMPANY EXHIBITING

- Financial Institution * BIC (Bank Identification Code): _____
- SWIFT Registered Partner * PIC (Partner Identification Code): _____
- Consultancy Other: _____

* Unless otherwise agreed by SWIFT, it is essential for you to include your BIC or PIC to enable processing by SWIFT.

STAND DETAILS

<input type="checkbox"/> 1 unit	24sqm	14,000.00 EUR
<input type="checkbox"/> 2 units	48sqm	28,000.00 EUR
<input type="checkbox"/> 3 units	72sqm	42,000.00 EUR
<input type="checkbox"/> 4 units	96sqm	56,000.00 EUR
<input type="checkbox"/> 5 units	120sqm	70,000.00 EUR
<input type="checkbox"/> 6 units	144sqm	84,000.00 EUR
<input type="checkbox"/> 7 units	168sqm	98,000.00 EUR
<input type="checkbox"/> 8 units	192sqm	112,000.00 EUR
<input type="checkbox"/> Professional services	12sqm	10,000.00 EUR



STAND LOCATION

A Companies (i.e. partners) you ideally would like to be located close to:

B Companies (i.e. competitors) you do not want to be located close to:

C Do you plan to use the same stand* as 2019?

* orientation and stand dimensions need to be the same as stand is stored and will be re-used

Yes No

D Do you anticipate requiring a water and waste connection?

Yes No

Additional comments:

NB: Every effort will be made to allocate stand space in accordance with your needs. However, it is not always possible to allocate the exact layout orientation and you may be required to modify your plans or existing stand.

COMPANY ADMINISTRATIVE ADDRESS TO APPEAR ON THE INVOICE

Company Name: _____

Invoice Address: _____

City: _____

Postcode: _____

Country: _____

All SWIFT invoices, including those for exhibition space, are delivered to your company customer account on swift.com

Access to this account and persons authorised to use it have been communicated to you as part of the standard SWIFT on-boarding process.

SIBOS INVOICE CONTACT

Please nominate a person from your accounts department should we need to contact your company about your exhibition space payment.

Contact Person: _____

Contact Email: _____

Contact Telephone: _____

CUSTOMER INVOICE REFERENCE

If your company requires a Purchase Order (PO) or reference number displayed on your Sibos invoice, please include this below. Please note the Sibos Terms and Conditions will govern and prevail over any terms and conditions on any purchase order or other terms submitted by your company.

Address changes to your invoice or Purchase Orders (PO) cannot be added on the invoice once it has been raised without an additional charge of 1,000.00 Eur.

Purchase Order (PO) or reference number: _____





BOSTON
5 - 8 Oct 2020

Exhibitor Agreement form

CONFIRMATION OF AGREEMENT

All fields are compulsory

Executed on this date ____ , _____ , 2019/2020 for and on behalf of the company by a duly authorised representative.

Name _____

Function _____

Signature _____

Please return your signed completed Sibos agreement by email no later than Friday 7 February 2020 to Viviane Holemans from SWIFT at viviane.holemans@swift.com



SIBOS 2020 - TERMS & CONDITIONS

1. DEFINITIONS

The following terms shall have the following meaning:

- **Agreement** means these terms and conditions and the Exhibition Rules and Regulations.
- **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.
- **Exhibition** means the Sibos event which is being organised by the Organiser at the Premises and at the dates indicated hereafter.
- **Organiser or SWIFT** means the Society for Worldwide Interbank Financial Telecommunication SCRL, with registered office at Avenue Adèle 1, 1310 La Hulpe, Belgium, and company number 0413.330.856 -RPM Brabant Wallon
- **Company or Exhibiting Company or Companies** means the organisation to whom stand space or a Professional Services space is allocated for the purpose of the Exhibition.
- **Exhibition Manager** means Rapier Design Ltd, the company managing the organisation of the Exhibition on behalf of SWIFT. Boston Convention and Exhibition Center, 415 Summer Street, Boston, Massachusetts 02210, USA, the organisation where Sibos 2020 is taking place.
- **Partner** means a company or organisation that is sharing the stand allocation with the Company under the latter's sole responsibility.
- **Participant** means the staff member, agent or contractor of the Company or its Partner for whom the Participant registration fee has been paid.
- **Boston Convention Center or Exhibition Center** means the location where Sibos 2020 is taking place and which is located at 415 Summer Street, Boston, Massachusetts 02210, USA.
- **Premises** means the Boston Convention and Exhibition Center.

2. STAND SPACE ALLOCATION

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

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.

3. 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:

- Monday 5 October 2020, 08:00 - 19:00
- Tuesday 6 October 2020, 08:00 - 18:00
- Wednesday 7 October 2020, 08:00 - 18:00
- Thursday 8 October 2020, 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



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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 and banners will be sent to the central coordinator of each confirmed Exhibiting Company together with the media kit guidelines.

C. Company Logos

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

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

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

As an Exhibitor the Company will have access to the Sibos 2020 Participant List in an excel format through the Sibos Exhibitor Portal.

The Sibos 2020 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 2020 Participant List.

The Company acknowledges and agrees that it will only use the Sibos 2020 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.

The 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 seriously harming 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

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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 Twitter, Flick'r, Facebook or YouTube.

F. Company Advertising

Any Company advertising space booked within 1,000 meters (1 km) of the Boston Convention Centre, or booked inside the Boston Convention Centre, shall require SWIFT's prior written consent.

4. 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 must be submitted to SWIFT for approval no later than Friday 12 June 2020. SWIFT reserves the right to accept or not a partner at its entire discretion. Authorized Partner(s) will be listed in the Exhibition Guide and other official documents.

Exhibitors taking a Professional Services stand are not permitted to register a Partner.

5. EXHIBITION MANAGEMENT

The Exhibition Manager will be managing the exhibition on behalf of SWIFT and will be publishing an Exhibitor Manual in March 2020. 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.

6. STAND CONSTRUCTION

Stands are allocated on a space only basis and each Company can either hire a shell scheme stand from the appointed contract or 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 2020 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.

Should the Company rent the stand via the Exhibition Manager, any request for rented shell scheme and further technical assistance, should be addressed to 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.

7. INSTALLATION AND DISMANTLING

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

8. RENTAL OF STAND SPACE

The rental fee for stand space is 14,000.00 EUR per 24sqm unit, each including two (2) participant passes without lunch, an access to the Exhibitor portal via Sibos.com to manage



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the promotion of the company presence at Sibos (logo, company description, stand activities, ...).

The rental fee for a Professional Services stand space is 10,000.00 EUR. This price includes one (1) participant pass without lunch, an access to the Exhibitor portal via Sibos.com to manage the promotion of the company presence at Sibos (logo, company description, stand activities, ...).

9. 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.

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.

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.

10. CANCELLATION OF EXHIBITION AGREEMENT

A. Cancellation by the Company

All cancellations of exhibition space must be made by email to Viviane Holemans from SWIFT: viviane.holemans@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:

- 25% of cancelled space fee if cancellation is received by SWIFT on or before Friday 27 March 2020
- 50% of cancelled space fee if cancellation is received by SWIFT on or before Friday 24 April 2020
- 100% of cancelled space fee if cancellation is received after Friday 24 April 2020

Should the Company fail to take possession of its allocated stand before 08:00 on Monday 5 October 2020, 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 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 unless such termination is due to a fault of the Company (including but not limited to cases where the Company has a litigation pending with the Organiser, the Exhibition Centre Authority, the Exhibition Manager or has been acting against the interests of any of those parties or is in breach of any previous agreement with one of those parties) or for a cause of force majeure. In case the Company does not comply with this Agreement (e.g. when it fails to comply with the payment terms of Article 9) SWIFT may cancel the Agreement at any time by simple notification to the Company.

SIBOS 2020 - TERMS & CONDITIONS**11. BREACH OF AGREEMENT**

In the event of failure by one party to observe and satisfy any of the provisions of the Agreement, the other party shall have the right to terminate the Agreement forthwith by written notice to that effect, in which event rental fees paid by the Company shall be either forfeited and retained by the Organizer (in case of breach by the Company) or reimbursed to the Company (in case of breach by SWIFT), without prejudice to any other remedy under this Agreement, as mentioned under section 13 below.

12. SECURITY

For purposes of security, ID badges will be supplied by the Organizer. 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. The Company is responsible for the supervision of its stand and belongings which are brought on to the Premises at its own risk. The Organizer 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 Organizer and the Exhibition Manager cannot accept liability for loss, damage or injury sustained or occasioned from any cause whatsoever.

13. LIABILITY

The Company agrees to indemnify the Organizer, its employee(s), agent(s) or any third party for any damages to property, losses, injury or expenses of whatever nature, caused by it, its Partner(s), or their respective Participants or by its sub-contractors.

The Organizer shall only be liable to the Company for its negligence, gross negligence, willful misconduct or fraud in the performance of its obligations under this Agreement. The Organizer's liability, if any, shall include only direct damages suffered by the Company and shall not exceed the fees paid by the Company under this Agreement. Any consequential, collateral, special or indirect damages suffered by the Company, its partners or their respective participants or any third party, or punitive or exemplary damages are excluded.

14. DATA PROTECTION

The Company acknowledges and agrees that SWIFT reserves the right to process personal data relating to the Company's staff members, agents or contractors, such as contact details and photographs, Video's 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 Online, Sibos Apps) 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.

The 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.

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).

The Company acknowledges that it will be provided with the Sibos Participant List which includes personal data. The Company agrees that it will only process such personal data in accordance with clause 3 d) of 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.

When using the badge scanning technology as set out in the Sibos Privacy Statement, the Company acknowledges that personal data of Participants is being processed. Company agrees to conduct such activities in full accordance with the Privacy Statement applicable to the Event and shall at all times inform the Participants of such and obtain their explicit consent. Moreover, the Company agrees that it shall only use the personal data it obtains through badge scanning for evaluating attendance and/or to present its products and services directly to the concerned Participants by e-mail. Furthermore, the Company shall ensure this is done in accordance with all applicable laws and regulations and without infringing any third party rights.

15. 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 on the show floor during build-up or breakdown.

16. 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 (5 - 8 October 2020).

17. 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 many issues with Wi-Fi 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. Therefore, it is prohibited for any exhibitor to set up their own Wi-Fi access-point at Sibos. All Wi-Fi networks 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 order and connect via the official channel.

In addition, the Company is prohibited from deploying any emitting technologies at Sibos, whether operated via Wi-Fi, Bluetooth, mobile data, or other method, unless the Company has obtained SWIFT's prior written approval. To request approval to use such emitting technologies, the Company must submit a written request to SWIFT describing the technology and purpose of its use.

18. COMPLIANCE WITH APPLICABLE REGULATION

The 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, the Company understands that it is its sole responsibility to ensure 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 on their exhibitor spaces. The Company further agrees to act always in accordance with the highest professional standards and in a way that will not prejudice the Organiser, the Exhibition Centre Authority, the Exhibition Manager's interests and reputation and shall indemnify the Organizer, Exhibition Centre Authority, and the Exhibition Manager for any such claims related thereto.

The Company must at all time conduct its business in a way that does not adversely affect the organisation, the management and the general character of the Exhibition, or act in a way that could adversely affect SWIFT's name, interests, business or high reputation (e.g. parallel events during Sibos week; adverse press releases).

Whenever necessary, the Organiser will have the right to issue supplementary regulations in addition to those of this Agreement to ensure the smooth management of the Exhibition. Any additional written regulations (including the Exhibitor Manual, the delegate registration policy) or instructions shall form part of this Agreement and they shall be binding on the Company and its participants. The Company must comply in all respects with the requirements of every appropriate authority.



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SWIFT reserves the right to take immediate action against any Company that is not complying with this provision, including but not limited to the cancellation or termination of this Agreement.

19. CONFIDENTIALITY

Each Party (the "Recipient") acknowledges that the other Party (the "Discloser") may disclose 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 are to be treated as Confidential Information.

20. COMPLIANCE WITH LAWS

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

21. 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.

22. DISPUTE

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 court of Brussels. To have a valid claim against SWIFT relating to the performance of the Agreement, the Company must notify it to SWIFT within six (6) months after the Exhibition's ending date. The 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 one executed copy of the Agreement. No reservations or modifications are binding SWIFT unless expressly accepted in writing by SWIFT.

