

Open Banking Exchange

Membership Terms & Conditions

1. General Terms

- 1.1 The OBE Membership is an initiative of OBE S.A.S., a company with a share capital of € 1,605,000.00, registered under RCS Paris 880 143 896, VAT number FR 35 880 143 896, having its registered office at 14 Rue de Dunkerque, 75010 Paris, France ("**OBE**").
- 1.2 Members shall subscribe to the OBE Membership upon submission of the OBE Membership Subscription Form. The minimum period of subscription is 3 months.
- 1.3 Members agree to pay the applicable Membership Fees within 30 days from the invoice date, as defined in the OBE Membership Offer. Fees may be reviewed periodically upon notification sent at least 30 days in advance by email.
- 1.4 The deliverables of the OBE Membership are described in the OBE Membership Workplan, as periodically updated by OBE.
- 1.5 Members are allowed to share the contents of the OBE Membership deliverables within their group.

2. Liability & Responsibility

- 2.1 Due to the nature of the OBE Membership, the participation of such initiative shall not imply any responsibility and/or liability whatsoever upon OBE for any damages occurred to Members and/or to third parties, however linked to the deliverables.

3. Intellectual Property Rights

- 3.1 Any materials prepared and published in the context of the OBE Membership and all intellectual property and related rights, including any patents, utility models, industrial designs, copyrights, trademarks, and similar intellectual property rights, any and all trade and business secrets and know-how relating to the OBE Membership shall vest in and be owned by OBE.

- 3.2 During the period of subscription to the OBE Membership, the Member authorises OBE to use and display the name and logo of the Member on the OBE website and in its communication materials for the sole purpose of promoting the Members' participation in the OBE Membership.

4. Confidentiality

- 4.1 Members shall protect and keep confidential and shall not disclose to any third person, any Confidential Information (as defined below) and any proprietary information, unless otherwise expressly provided.
- 4.2 For the purpose of the present Terms & Conditions, "Confidential Information" means, without limitation, any information or data of whatever kind or nature relating to the OBE Membership other than publicly available information, including, without limitation (i) business operations, including (but not limited to) inventions, products, services, personnel, methods of doing business, research and development activities, know-how, customers, trade and commercial secrets, suppliers and service providers, or (ii) computer programs, computer codes, scripts, algorithms, features and mode of operation, testing procedures, software design and architecture, design and function specifications, user documentation.

5. Data Protection

- 5.1 Any personal data, where present, shall be processed pursuant to the relevant Union and national regulations and legislations on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Data shall be processed solely for the purposes of the OBE Membership related activity acting as data controller, in accordance with the OBE Privacy Policy, without prejudice to possible

transmission to the bodies charged with monitoring or inspection task in application of Union law.

6. Suspension & Exclusion

- 6.1 Members may be suspended or excluded where in breach of the provisions under paragraph 3 (under Intellectual Property Rights) or 4 (under Confidentiality) of the present Terms & Conditions and where, at the sole discretion of OBE, their ongoing participation to the OBE Membership may impede or hinder the smooth proceeding of the OBE Membership. Under no circumstances, the suspended or excluded Member shall be reimbursed of the funds paid and/or shall be entitled to claim damages or other sums towards OBE as a consequence of the suspension or exclusion.

7. Amendments & Withdrawal

- 7.1 These Terms & Conditions may be amended from time to time. OBE will inform Members with a notification by email 30 days prior to the entry into force such amendments.
- 7.2 Members may withdraw at any time upon written notice to OBE at latam@openbanking.exchange. Withdrawals will become effective at least 30 days from the receipt of the notice.

8. Governing Law

- 8.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and any dispute arising in respect of them shall be submitted to the exclusive jurisdiction of the District Court (*Landgericht*) in Frankfurt am Main, Germany

Document Change History

Version	Date	Changes
001-000	12 May 2021	Full release Open Banking Exchange Latam.