



Prot. CB- 5_LFP/aa
ROME, 17th/01/2020

Mr. Stephen Lindsay
ISO 20022 - Registration Authority
SWIFT sc
Avenue Adèle 1
B-1310 La Hulpe
Belgium

Object: Submission of CBI S.c.p.a Intellectual Property Rights Policy

Dear Mr. Lindsay,

we are pleased to inform that on June 26th, 2019 Consorzio CBI changed its legal form into CBI S.c.p.a.

Due to this change we have renewed our IPR policy. Please find attached the new version: we kindly ask you to update the relative IPR registered in your internet page (https://www.iso20022.org/intellectual_property_rights.page).

Looking forward to hearing from you, we thank you in advance for your cooperation and remain at your disposal for any further clarification or need at the following contact details: Liliana Fratini Passi – CEO - CBI (+39-06-6767(466); email: l.fratinipassi@cbi-org.eu).

Best regards,

Liliana Fratini Passi
CEO

A handwritten signature in blue ink, appearing to read 'Liliana Fratini Passi', is written over the printed name and title.

Enclosure



INTELLECTUAL PROPERTY RIGHTS OF CBI S.c.p.a.

Art. 1 Preamble

This document governs the intellectual property rights (hereinafter referred to with the acronym "IPR") of the creations of CBI S.c.p.a. (hereinafter also "CBI") and, therefore, defines the principles and rules for use, and related limitations, by third parties of the CBI creations, where the latter are intended as defined in Art. 2 below.

Without prejudice to that stated in the previous paragraphs, regarding the ownership and rules for use of the CBI brands, the applicable provisions are those contained in the Consolidated Text of the CBI Regulation - The Regulation - CBI Brand Rules, available on the Internet website www.cbi-org.eu, which are herein intended as expressly recalled and confirmed also towards third parties that are not partners of CBI. In the event of discrepancies between these provisions and those contained in the aforementioned Brand Rules, the latter shall prevail for any purpose thereof.

Art. 2 Definitions

- CBI: is responsible for managing the CBI Services and Network, and issuing the regulations and standards used by the partners and by the technical subjects allowed to operate on the circuit.
- CBI Products: the series of functions and relative technical applications characterising the CBI Services.
- Standards: technical and functional specifications pertaining to the CBI Services. They also include messaging records, structured and otherwise, and the related material, including preparatory documents.
- IPR: intellectual property rights, inclusive of copyright and rights of attribution of the computer applications developed, rights pertaining to patents, brands and know-how; rights of the models and/or drawings and, generally speaking, all economic usage rights of the intellectual products conceived by CBI.
- Licence: the granting – behind payment or free of charge – by the owner of an intellectual or industrial property right to another subject of the right to use and, if expressly envisaged, commercially exploit the intellectual property.
- Brands: the CBI Brands, of which the font and rules for use are defined in the Coordinated Text of the CBI Regulation - The Regulation - CBI Brand Rules, the owner of which is CBI or other subjects recognised by the latter.

Art. 3 Subjects and subject-matter

The CBI policy concerning IPR is addressed to all relevant third parties, natural persons, non-recognised associations and legal persons that decide to use the CBI creations.

The subject-matter of the provisions stated herein is the regulation, under all forms of protection realised through the industrial and industrial property laws, of the rights pertaining to the moral and material attribution, publication, diffusion and copying, use and economic exploitation of the CBI creations.

Art. 4 Moral and material attribution of CBI products

CBI has the moral and material authorship of all its creations, intended as referred to under Art. 2, and of any preparatory material thereof, and is therefore free to grant the use of said creations or, in the event of their improper or detrimental use, prevent their use towards any whatsoever third party.

The rules for free use defined in the articles that follow shall not be regarded as, and in no case constitute, a renunciation of the safeguards that CBI – in availing itself of the national and international organisms and bodies for the protection of intellectual property – deems to implement for individual and specific creations of CBI.

Art. 5 Use of the CBI standards

Without prejudice to that stated under Art. 4 above, and in the absence of specific restrictions, the CBI standards can be used freely and without charge by any whatsoever third party, and can be copied, diffused, published and sub-licensed free of charge.

Third parties that use the CBI standards freely and without charge may not use them for commercialisation purposes, not even when availing themselves of intermediaries, unless said standards are used to develop software applications characterised by a measure of originality and innovation that qualifies said applications as an absolutely different product to the CBI creations.

Nonetheless, in any case of even partial or integrated use of the CBI standards, it is compulsory to quote the source and thus qualify the same as "CBI Standards". In such case, it is forbidden to modify the standards themselves.

Art. 6 Limitations of liability and restrictions

CBI declines all liability for the incorrect use of the standards published, as well as for any malfunctions or system failures due to the inaccurate, improper or inadequate use of the same and/or technical incompatibilities with the system adopted.

On account of the free and no-charge nature of the use of the CBI standards, CBI shall not be held liable for any errors, inaccuracies or omissions occurring during the publication of the standards, including those caused by third parties at any time by effect of computer applications or any undue tampering with the products.

The acceptance of the conditions and limitations envisaged in this policy occurs through an appropriate telematic consent function activated by the third party for the purpose of access to the CBI standards. At all events, from the time said standards are accessed, this policy document shall be regarded as applicable and binding in its every part.

Art. 7 Opposability by third parties

With effect from the publication of the standards by ISO and no later than thirty days from said date, any opponents that claim to possess intellectual property rights conflicting with those pertaining to the standard(s) published are entitled to formalise their claims by sending an appropriate communication to CBI (to the contact details indicated in the website www.cbi-org.eu).

Once the term indicated in the previous paragraph of this article expires without any claims being submitted, the published standards are deemed accepted by all potentially interested subjects.

In the event of disputes, the procedure to be observed for their settlement is that specified under Art. 8 below.

Art. 8 Disputes

In relation to any disputes arising for any whatsoever reason pertaining to the CBI creations and related rights, CBI and any third-party opponents agree to undertake a preventive settlement attempt by availing themselves of the Banking Ombudsman, with headquarters in Rome, via delle Botteghe Oscure, 54.

Should the settlement attempt fail, the relevant disputes shall be settled by the Court of Rome.

The third party's commitment to avail itself of the Banking Ombudsman, and also to accept the Italian jurisdiction, shall be formalised through the consent given pursuant to Art. 6 above, last paragraph.