FINANCIAL DATA EXCHANGE, INC.
MEMBERSHIP AGREEMENT

Please complete this agreement in full and send a signed PDF copy to FDX Member Services MemberServices@financialdataexchange.org.

An invoice and countersigned copy of this application will be sent to you for your records when your eligibility for membership has been confirmed.

This Membership Agreement ("**Agreement**") is made on_____, 20 by and between Financial Data Exchange, Inc. ("**FDX**"), a Delaware non-stock, non-profit corporation, and_____, a_____, (the "**Member**"). FDX and the Member are collectively referred to herein as the "**Parties**".

APPROVED MEMBERSHIP GROUP

Select	Membership Group
☐	Data Provider Member Group
☐	Third Party Member Group
☐	Non-Commercial* [Requires FDX Approval]
☐	Other Ecosystem Stakeholder
☐	Smaller Data Provider*
☐	Smaller Third Party*

The annual fees effective as of the date hereof are set forth on **Exhibit A**.

*Smaller entity qualifications and Non-Commercial Group Members are defined in the FDX Bylaws. Generally, FDX defines a smaller Data Provider as having less than $10B USD in assets or less than $500MM USD in revenue (or service providers whose customers are predominantly comprised of smaller Data Providers). Smaller Third Party members are generally defined as having less than $100MM USD in revenue (or service providers whose customers are predominantly comprised of smaller Third Parties). "Noncommercial" entities are defined in FDX's Bylaws and are generally service organizations representing consumers or other similar interests that are not primarily funded by Data Providers or Third Party entities.

ORGANIZATION INFORMATION

Organization Name:	
Telephone:	
Address:	
City:	Province/State:
Zip Code:	Country:
(Optional) Legal Entity Identifier (LEI)[1]:	
Organization Representative: Primary contact with FDX	
Name:	
Telephone:	
E-mail:	
Address (if different from above):	
City:	Province/State:
Zip Code:	Country:
Accounts Payable / Billing Contact	
Name:	
Telephone:	
E-mail:	
Billing Address (if different from above):	
City:	Province/State:
Zip Code:	Country:

[1] See https://leiservice.com/ to apply for a Legal Entity Identifier (LEI)

Marketing Contact
Name:
Telephone:
Email:
Technical Contact
Name:
Telephone:
Email:
Legal Contact
Name:
Telephone:
Email:

See **Exhibit A** for additional requested information.

RECITALS

WHEREAS, FDX is a non-profit, non-stock Delaware corporation, the purposes of which are: to identify, define and/or adopt a common, interoperable standard for secure consumer and business access to their financial records and to engage in any lawful act or activity related to the foregoing for which corporations that are organized as not-for-profits may be organized under Delaware law. Financial Data Exchange's objectives will be to (a) identify, define and/or adopt a common, interoperable standard for secure consumer and business access to their financial records; (b) be recognized (and maintain such recognition) as a recognized standard-setting body of industry consensus standards by the Consumer Financial Protection Bureau (CFPB) or other applicable governmental bodies; (c) engage in such other matters that a non-profit non-stock corporations may be engaged in under the General Corporation Law of Delaware determined by the Board of Directors (the "**Board**"); and (d) develop such other specifications, systems, or technical standards required to create, maintain, and promote this ecosystem as determined by the Board.

WHEREAS, FDX is open to all organizations and adopters that want to promote and to improve the ecosystem for FDX's specifications.

WHEREAS, the undersigned hereby agrees to become a Member of FDX and be subject to the rights and obligations of members set forth in FDX's Bylaws and other charter documents (the "**Bylaws**") and in this Agreement. If there is any inconsistency between this Agreement and the Bylaws, the Bylaws shall govern and control in every respect. Capitalized terms used herein but not defined herein shall have themeanings ascribed to them in the Bylaws.

NOW, THEREFORE, THE FDX AND THE MEMBER AGREE AS FOLLOWS:

1. Membership. The rights and obligations of the Members are set forth in FDX's Bylaws (as amended from time to time in accordance with the terms thereof) to which the Member hereby agrees to be bound. The Member acknowledges having received and reviewed a copy of FDX's Bylaws as in effect on the date hereof.

2. Term and Termination.

2.1 Term. This Agreement becomes effective and shall be dated on the date upon which it is last signed by the Parties (the "**Effective Date**") and shall be effective for one year (the "**Initial Term**") and then automatically renew for successive one-year terms ("**Renewal Terms**") unless terminated by the Member or FDX thirty (30) days prior to the end of the Initial Term or any Renewal Term.

2.2 Termination. The membership of any Member shall terminate in accordance with any termination event set forth in FDX's Bylaws, upon the Membership conditions no longer being met pursuant to FDX's Bylaws, or upon the Member resigning such Member's membership. Upon termination of Member's membership, this Membership Agreement shall terminate.

2.3 Survival. In the event of termination, Sections 3 and 4 shall survive and remain in effect. The Member shall be obligated to pay, on a prorated basis, all costs,

expenses and dues that accrued prior to the effective date of termination.

3. Rights and Obligations.

3.1 Intellectual Property Policy. The Member shall abide by FDX's Intellectual Property Rights Agreement (the "**IP Policy**") as adopted by the Board. The IP Policy is incorporated herein by this reference thereto. Such IP Policy may be amended from time to time by FDX in accordance with FDX's Bylaws, provided, however, that such amendments shall not go into effect with less than 60 days' notice to the Members (other than non-material terms and terminology). If the Member does not wish to abide by an amended IP Policy, the Member may resign such Member's membership prior to the effective date of the amendment of such IP Policy.A copy of the current IP Policy is attached hereto as **Exhibit B**.

3.2 Other Policies. The Member agrees to abide by the other FDX policies as may be adopted or amended from time to time by FDX in accordance with FDX's Bylaws, provided, however, that such amendments shall not go into effect with less than 60 days' notice to Members. If the Member does not wish to abide by any policy adopted or amended by FDX, the Member may resign such Member's membership prior to the effective date of the policy or amendment of policy.

3. Fees, Dues. The Member agrees to pay the annual fees set forth on Exhibit A, as FDX may amend from time to time. Any dues outstanding more than sixty (60) days after the applicable due date shall accrue a late fee of one and one-half percent (1.5%) per month (18% per annum), compounded monthly, or the maximum lawful rate, whichever is lower, until paid in full.

If a Member does not pay its dues and all late fees within ninety (90) days of the applicable due date (the "Dues Delinquent" threshold), the Member's account shall be designated Dues Delinquent. During any period of Dues Delinquent status, FDX may terminate the Member's membership or suspend Member privileges (including voting, access to member resources, working groups, and support) until all outstanding dues and compounded late fees are paid in full.

3. Costs and Expenses. Other than as may be set forth in one or more expense reimbursement policies adopted by FDX from time to time, each Member shall bear all of its own costs and expenses related to membership in FDX including, but not limited to, compensation payable to Member's employees and consultants and all travel and other expenses associated with Member's participation in FDX's activities.

3.5 Use of Names, Publicity. Any Member may disclose and publicize such Member's membership in FDX, within guidelines proposed by FDX and approved by the Board. As a new member to FDX, Member may provide a logo for FDX's use in recognizing membership. If provided, the use of such logo or any trademarks (or other similar marks) will be subject to the Member's usage guidelines provided to FDX and attached hereto as **Exhibit C** (the **"Member Use Guidelines")**. All such use of the Member's logo or trademark shall inure to the benefit of such Member. FDX agrees to follow such Member Use Guidelines. Any use of the logo beyond identifying an organizationas a member of FDX in accordance with the Member Use Guidelines will

be subject to the prior written consent of the applicable Member or a separate licensing agreement, if applicable.

3.6 Non-liability. No Member shall be liable for the debts, liabilities or obligations of FDX by reason of being a Member.

3.7 National Cooperative Research and Production Act. FDX may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of FDX. Accordingly, the undersigned hereby appoints such person who shall be a Chairperson, President or Chief Executive Officer or an acting Chairperson, President or Chief Executive Officer of FDX as the undersigned's true and lawful attorney-in- fact solely for the reasons and for the purposes set forth in this Section 3.7 and authorizes him or her to (1) notify government agencies of the undersigned's membership in FDX, (2) make, approve the form of, execute and deliver filings with government agencieson behalf of FDX and on behalf of the undersigned as a member of FDX indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of FDX and on behalf of the undersigned as a member of FDX, and (4) authorize and direct other officers of, and/or counselto FDX, to do any of the foregoing acts. FDX will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

3.8 Antitrust Policy. The Member shall abide by FDX's Antitrust Guidelines (the "**Antitrust Guidelines**") as adopted by the Board. The Antitrust Guidelines are incorporated herein by this reference thereto. Such Antitrust Guidelines may be amended from time to time by FDX in accordance with FDX's Bylaws, provided, however, that such amendments shall not go into effect with less than 60 days' notice to the Members. If the Member does not wish to abide by an amended Antitrust Guidelines, the Member may resign suchMember's membership prior to the effective date of the amendment of such Antitrust Guidelines. A copy of the current Antitrust Guidelines is attached heretoas **Exhibit D**.

3.9 No Ownership in FDX. FDX is governed by its Board of Directors in accordance with the terms of the Bylaws. "Membership" and being a "Member" does not convey any ownership in FDX and such terminology is for reference purposes only.

3.10 Confidential Information. FDX has adopted the Traffic Light Protocol (TLP) Definitions and Usage as attached hereto as **Exhibit E** (the "**Traffic Light Protocol**" or "**TLP**") for the sharing and protection of information shared by FDX with its Members. Each Member shall be obligated to maintain in confidence the information that it receives from FDX in accordance with the TLP designation given to such information.

4. Miscellaneous Provisions.

4.1 Authority to Execute. Member hereby represents and warrants to FDX that Member has the full right, power and authority to enter into and execute this Agreement, and that Member has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.

4.2 Entire Agreement. This Agreement, the Exhibits attached hereto, and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.

4.3 Amendment. FDX may from time to time modify the terms of this Agreement in accordance with the Bylaws. Amendments shall be prospective only unless agreed to otherwise by the Parties.

4.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of FDX.

4.5 Relationship of Parties. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.

4.6 Governing Law. This agreement shall be governed by the laws of the state of Delaware without regard to its conflicts of laws principles.

4.7 English Language. English Language. The Member acknowledges that it has been provided with a French version of this Agreement and that it has requested and agrees that this Agreement and all related documents be drawn up in English. The parties further expressly agree that this Agreement and all related notices, documents, and proceedings shall be in the English language only. As between the parties, the English version shall govern and prevail. [For members in Canada: Le Membre reconnait qu'on lui a remis une version française de cette convention et qu'il a demandé et convient que cette convention et tous les documents qui s'y rattachent soient rédigés en anglais.]

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below:

FDX:

FINANCIAL DATA EXCHANGE, INC.

By:_____

Print Name: _____

Title: _____

Date:_____

MEMBER:

_____

By: _____

Print Name: _____

Title:_____

Date: _____

Exhibit A

Membership Dues

Entity Revenue[1]	Annual Dues USD	Select One
Entities with Revenue > $10B	$100,000	☐
Entities with Revenue $1B - $10B	$75,000	☐
Entities with Revenue $500MM - $1B	$40,000	☐
Entities with Revenue $100MM - $500MM	$20,000	☐
Entities with Revenue $25MM - $100MM	$12,000	☐
Entities with Revenue $10MM - $25MM	$7,000	☐
Entities with Revenue $5MM - $10MM	$4,000	☐
Entities with Revenue < $5MM	$2,500	☐
Other non-profit entities[2] (e.g., universities, standards bodies)	$1000	☐
Consumer Advocacy Groups	$0	☐
Approved Individuals[3]	$99.00	☐

[1] Please review FDX's Parent-Subsidiary Membership Policy, if your organization is a subsidiary or operates through one or more affiliated subsidiaries. Please contact us if you have any questions. Subject to annual confirmation by FDX.

[2] Non-Profits do not include entities with commercial interests or who represent organizations with commercial interests such as credit unions or credit co-ops. (examples may include trades and lobbying/policy groups).

[3] Individual Memberships for $99 are available to industry participants that are not affiliated with an organization that could join as a member. Please contact FDXLegal@FinancialDataExchange.Org if you have questions. (Examples may include: academics with a relevant field of study, contributors to the consumer permissioned data ecosystem, former regulators, former FDX Board Members and Staff, other interested parties).

Exhibit B

FINANCIAL DATA EXCHANGE, INC.

Amended and Restated FDX Intellectual Property Rights Agreement

Financial Data Exchange, Inc. ("**FDX**"), is a Delaware non-stock, non-profit corporation dedicated to identifying, defining and/or adopting a common, interoperable standard for secure consumer and business access to their financial records ("**Purpose**"). This FDX Intellectual Property Rights Agreement ("**Agreement**") shall be binding on each Member of FDX. Compliance with, and agreement to, this Agreement is a prerequisite to each Member joining FDX and/or participation in any Working Group. A "**Party**" or "**Parties**" tothis Agreement shall mean any or all of FDX Members that is a party to this Agreement at a given time.

This Agreement amends and restates all prior versions of the FDX Intellectual Property Rights Agreement and is effective as of July 15, 2026.

1. Definitions.

"**Adopter**" shall mean any Person that implements a Final Specification.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under Common Control with, such other Person.

"**Control**" with respect to any Person means the power to direct the management and policiesof such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" have correlative meanings.

"**FDX Bylaws**" or **"Bylaws"** has the meaning set forth in the FDX Membership Agreement.

"**FDX Membership Agreement**" means the Financial Data Exchange, Inc. Membership Agreement to which this Agreement is attached as an Exhibit (and by signing the FDX Membership Agreement the Members agree to be bound by the terms of this Agreement as amended from time to time).

"**Final Specification**" means any Draft Specification adopted by FDX.

"Canadian TSB" means anybody designated by the Department of Finance Canada as the technical standards body under the Consumer Driven Banking Act, following an Exit Event.

"Canadian TSB License" has the meaning set forth in Section 4(f).

"Canadian Exit Event" or "**Exit Event**" means any event pursuant to which FDX ceases to serve as the designated technical standards body under the CDBA.

"CDBA Specification" means the portions of the Final Specification that are required for compliance with the Consumer-Driven Banking Act (Canada) (the "CDBA"), as identified by FDX at the time of any Exit Event and set forth in the CDBA Specification Schedule delivered pursuant to Section 4(f), as the same may be amended with the consent of FDX.

"**Compliance Requirement Documents**" means the document that specifies the requirements that must be met and the process that must be executed by Products for purposes of demonstrating that such Products comply with a Final Specification. FDX may change or add to this document.

"**Compliant Product Portion**" means only those specific portions of Products that: (i) implement and are compliant with the actual Final Specification, whichever the case may be,

(ii) are qualified pursuant to the Product Qualification Process, (iii) are within the bounds of the Scope and (iv) meet the requirements set forth in the Compliance Requirement Documents.

"**Contribution**" means any written or electronic document submitted to a Working Group for inclusion into a Draft Specification or Final Specification by a Member, unless explicitly statedin the submission as "NOT A CONTRIBUTION". "Contribution" shall also mean any oral submission to a Working Group for inclusion into a Draft Specification or Final Specification by a FDX Member unless the Member notifies FDX and the Working Group in writing within five (5) days of the oral submission, that such submission is not a contribution.

"**Draft Specification**" means all versions of the document developed by a specific Working Group based on and within the scope of the given Working Group Directive and all formal comments thereto provided by any FDX Member within said Working Group that are to be considered for inclusion in the Final Specification to be adopted by FDX to achieve the Purpose of this Agreement.

"**Errata and Forms Corrections" or "E&F Corrections"** means corrections made to Final Specifications for (I) the purpose of (a) fixing errors in existing and published features (but not for additional features), (b) clarifying the specifications or for providing context/rationale or (c) removing features required because of an uncertainty or error in existing feature operation; (II) correcting references to form documents (such as tax or other governmental forms) published in the public domain that are changed, added or otherwise modified by suchgovernmental agencies such that references (or the lack thereof) in the current FinalSpecifications are no longer accurate; and/or (III) updating references to documents or standards referred to (or incorporated by reference) in the current Final Specification (e.g., Control Considerations for Consumer Financial Account Aggregation Services, User Experience Guidelines and other referenced documents, collectively "**Referenced Materials**") that have been updated/revised since ratification of the then current FinalSpecification to the updated/revised version of the Referenced Materials so long as such updated/revised version of the applicable Referenced Materials are approved by at least two-thirds of the FDX Board of Directors or otherwise required to be included in accordance with the "Canadian Council Rights" set forth in Section 25 et seq. of the Canadian Council Charter.

"**Member**" means a Member of FDX as defined in FDX's Bylaws.

"**Necessary Claims**" means claims of a patent or patent application that (a) are owned or controlled by a Member or its Affiliates (Licensor) now or at any future time while this Agreement remains in effect; and (b) are necessarily infringed by implementing those portionsof a Final Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when it is not possible to avoid infringing it because there is no technically reasonable non-infringing alternative for implementing such portions of the Final Specificationwithin the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent as Necessary Claims; (ii) that read solely on any implementations of any portion of theFinal Specification that are not within the bounds of the Scope; or (iii) that, if licensed, wouldrequire a payment of royalties by the Licensor to unaffiliated third parties.

"**Person**" means a Person as defined in FDX's Bylaws.

"**Products**" means software or hardware products, or combinations thereof.

"**Product Qualification Process**" means the process created by FDX for qualifying Products.

"**Scope**" means the protocols and data formats needed for the implementation of the Final Specification. For clarification, the Scope shall not include (i) any enabling technologies that

may be necessary to make or use any Product or portion thereof that complies with the Final Specification, but are not themselves expressly set forth in the Final Specification; or (ii) the implementation of other published specifications developed elsewhere but explicitly referredto in the body of the Final Specification; or (iii) any portions of any Product and any combinations thereof the purpose or function of which is not required for compliance with the Final Specification.

"**Working Group**" means the body of individuals given the task of creating a Final Specification that meets the criteria of the Working Group Directive assigned that particular Working Group by FDX. Working Groups are formed by FDX based on Working Group Directives. Working Groups are formed in accordance with FDX's Bylaws.

"**Working Group Directive**" means a range of intended uses for Compliant Product Portions, where a Final Specification is to be prepared so as to specify implementations in accordance with those intended uses. A Working Group Directive may be part of a Working Group's charter or directives specifically given to such Working Group by FDX.

2. Non-Confidentiality of Submissions. Each Member of FDX agrees that any Contributions shall be deemed to be made on a non-confidential basis and that the Members shall be free to disclose these submissions for purposes of developing and adopting any Final Specification(s) and in connection with such activities.

3. Copyright License.

(a) Subject to Sections 2 and 5 hereof, each Member hereby grants to each ofthe other Members of FDX who participate in a Working Group of FDX and to FDX, a worldwide, royalty-free, license under its copyrights in its Contributions to reproduce, distribute, display, perform and create derivative works for the purposes of developing any Draft Specifications, Final Specifications or derivative works thereof in furtherance ofthe Purpose of this Agreement.

(b) All Contributions submitted by a contributing Member shall be licensed by the contributing Member to FDX and all Adopters under the grant specified in Section 4(b)hereof for all Final Specifications in which the Contributions become included, even if such Member has withdrawn or been terminated as a Member of FDX.

4. License Grant.

(a) Effective upon the adoption by FDX of each Final Specification, and subjectto Section 5, each Member and its Affiliates hereby grants to each Adopter a non- exclusive, royalty-free, perpetual, irrevocable, nontransferable, non-sublicenseable, worldwide license under the Member's Necessary Claims with respect to the Final Specification solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Product Portions; provided that such license need notextend to any part or function of a product in which a Compliant Product Portion is incorporated that is not itself part of the Compliant Product Portion.

(b) In addition, effective as of adoption of each Final Specification, eachMember hereby grants to FDX and each Adopter a worldwide, royalty-free license underits copyrights in such Final Specification to reproduce, distribute, display and create derivative works of such Final Specification solely as necessary to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Product Portions.

(c) In the event that a Member ("Member A"), other than a Member who has Necessary Claims that they are providing a license for under Section 4(a), or an Adopter,files suit against a Member ("Member B") for patent infringement arising from Member B'suse or sale of products and systems that are compatible with the Final Specification(s) then Member B

shall have the unilateral right to change the license grant set forth in Section 4(a) above under Necessary Claims, if any, from a royalty-free license to a reasonable royalty bearing license with respect to Member A or the Adopter and be able to collect such royalty retroactively commencing on the date that Member A or the Adopter filing such suit is alleging Member B commenced the infringement which is the basis of the suit.

(d) For the purposes of this Section 4, a product or system is "compatible" withthe Final Specification(s) if it actually implements or incorporates a Compliant Product Portion.

(e) In addition to being bound by the terms of this Agreement, effective upon the execution of the FDX Membership Agreement, each Member hereby grants the licenses set forth in Section 4(a) – (b) (License Grant) with respect to the Final Specifications then in effect. Each Member represents that it was provided the opportunity to review such Final Specifications then in effect and grants the licenses stated in the prior sentence (Section 4(a) – (b) (License Grant)) whether or not such Member actually reviewed the Final Specifications then in effect. Said license grant is effective as of the date such Member executed the FDX Membership Agreement.

(f) Upon any Exit Event, FDX hereby grants, and each Member hereby grants to FDX the right to sublicense, to the Canadian TSB (the "Canadian TSB License"), a non-exclusive, royalty-free, non-sublicenseable, non-transferable license to: (i) the CDBA Specification; and (ii) to the extent held or controlled by FDX, copyright rights in Member Contributions incorporated into the CDBA Specification. The Canadian TSB License authorizes the Canadian TSB to use, reproduce, modify, create derivative works of, and publish the CDBA Specification solely for the purpose of maintaining, developing, and administering a technical standard for Consumer-Driven Banking in Canada under the CDBA. The Canadian TSB License does not include: (A) any component of the Final Specification beyond the CDBA Specification; (B) any FDX trademark, trade name, or logo; (C) any third-party intellectual property embedded in or referenced by the CDBA Specification, including without limitation OAuth 2.0 specifications and FAPI standards of the OpenID Foundation; or (D) any FDX conformance testing tools or infrastructure. All modifications and derivative works created by the Canadian TSB are subject to the same restrictions as the original Canadian TSB License.

(g) Effective upon any Exit Event, each Member hereby grants to the Canadian TSB a non-exclusive, royalty-free, non-sublicenseable, non-transferable license under its Necessary Claims, solely to the extent necessary to implement, maintain, and develop the CDBA Specification for the purpose of enabling compliance with the CDBA in Canada. This license does not extend to: Necessary Claims that are infringed solely by modifications to the CDBA Specification made by the Canadian TSB after the Exit Event that go beyond the scope of the CDBA Specification as it existed at the time of the Exit Event. This grant is subject to the same patent retaliation defense as set forth in Section 4(c). The license granted under this Section 4(g) shall automatically terminate upon the earlier of: (A) the termination of the Canadian TSB License Agreement entered into pursuant to Section 4(f); or (B) the Licensee ceasing to serve as the designated technical standards body under the CDBA without having transferred its rights and obligations under the Canadian TSB License Agreement to a successor TSB designated by the Department of Finance Canada in accordance with that agreement.

(h) The Canadian TSB License shall permit the Canadian TSB to grant licenses to Participating Entities (as defined under the CDBA) and other implementers to use the CDBA Specification for CDBA compliance purposes in Canada only, on terms substantially similar to the FDX API License Agreement in effect at the time of the Exit Event, provided that all such licenses are limited to use for CDBA compliance purposes within Canada and do not permit use of any FDX trademark, trade name, or logo. The Canadian TSB shall not grant any license

more permissive than the FDX API License Agreement without FDX's prior written consent. The sublicensing rights granted under this Section 4(h) shall automatically terminate upon termination of the license granted under Section 4(g) above.

5. Draft Specification Review.

(a) No less than thirty (30) days prior to a vote of the FDX Board of Directors (the "**Notice and Review Period**") to approve a Draft Specification as a Final Specification ("**Draft Final Specification**"), FDX shall provide each Member with a copy of the Draft Final Specification for review. Within thirty (30) days of its receipt of the DraftFinal Specification, a Member may, in the Member's sole discretion, provide to FDX a notice of objection to the Draft Final Specification under review on the ground that the Member will not license its Necessary Claims under Section 4(a) ("**Notice of Objection**").The Notice of Objection shall include a list of any Necessary Claims that the Member believes in good faith it may own or control, and that it is unwilling to license under Section4(a). The Notice of Objection shall also identify, in the Member's good faith belief, the portion of the Draft Final Specification that, if implemented, may infringe such NecessaryClaims. If a Member resigns from FDX within the thirty (30) day period after receipt of a Draft Final Specification, and does not provide a Notice of Objection under this Section 5(a), the Member's licensing obligations under Section 4(a) of this Agreement shall survive with respect to any Final Specification that is approved based on the Draft Final Specification at issue.

(b) If one or more Members submit a Notice of Objection pursuant to Section 5(a), FDX shall either (i) cause further deliberations to occur regarding the content of theDraft Final Specification in light of any Notices of Objection, or (ii) obtain Board approvalof the Draft Final Specification without regard to a Notice of Objection.

(c) Draft Final Specifications will be deemed approved as Final Specifications when approved by two-thirds of the Board of Directors (or otherwise required to be included in accordance with the "Canadian Council Rights" set forth in Section 25 et seq. of the Canadian Council Charter) following the Notice and Review Period.

(d) In the event a Draft Final Specification is approved as a Final Specification without modification of a provision to which a Notice of Objection was directed, the Member providing the Notice of Objection shall, within twenty one (21) days of receipt ofthe approved Final Specification either (i) take no action, which will constitute a withdrawalof its Notice of Objection, and bind the Member to the licensing obligations of Section 4(a)hereof, or (ii) resign as a Member of FDX consistent with Section 2.2 of the FDX Membership Agreement. Upon a Member's resignation in accordance with this Section5(d), any license provided by the Member pursuant to Section 3(b), and Sections 7(b)(ii),7(b)(iii), 7(b)(iv) or 7(b)(v) hereof, shall survive, as shall any licenses granted under Section 4(a) with respect to previously approved Final Specifications and any NecessaryClaims not identified in the Member's Notice of Objection relating to the Final Specificationto which the Notice of Objection was directed, but no license shall be granted by the Member to its Necessary Claims identified in its Notice of Objection with respect to the Final Specification to which the Notice of Objection was directed. A Member's resignationin accordance with this Section 5(d) shall be deemed effective immediately prior to adoption of the Final Specification. In all other respects, the terms of the Member's FDX Membership Agreement and FDX's Bylaws shall apply.

(e) If any Draft Final Specification is further amended or modified, whether as a result of any Notice of Objection or other reason, when such revised Draft Final Specification is again distributed to Members for review as contemplated in Section 5(a),the procedures, rights and obligations set forth in Sections 5(a), 5(b), and 5(c) shall apply.

(f) *E&F Corrections*. FDX will notify all Members of E&F Corrections at least 14

calendar days before the date upon which the Board of Directors is scheduled to voteto approve incorporating E&F Corrections into a Final Specification; provided, however, the Board of Directors may shorten such 14 calendar day period for urgent matters whenapproved by four-fifths of the Board of Directors. E&F Corrections will be deemed made to the Final Specification when approved by two-thirds of the Board of Directors or otherwise required to be included in accordance with the "Canadian Council Rights" set forth in Section 25 et seq. of the Canadian Council Charter. FDX may provide a Log of E&F Corrections (or Errata and Forms Corrections Log) available for all Members to review. The posting of an E&F Correction to the Errata and Forms Corrections Log shall be deemed the first day of effective notice provided to all Membersof such E&F Correction. The Board of Directors may delegate its authority to one or moretask forces, working groups, committees or other bodies to establish procedures and processes for the determination, collection, circulation and approval of E&F Correctionsto be presented to the FDX Board of Directors for final approval.

(g) *Deprecation and Withdrawal of Final Specifications*. A Final Specification may be deprecated or withdrawn after it has been adopted when the deprecation or withdrawal is approved by at least two-thirds of the FDX Board of Directors.

6. Confidentiality of Draft Specification. Until FDX adopts each Final Specification(s)and makes it generally publicly available, each Member will maintain all versions and revisions of the Draft Specifications and any other information designated as confidential("Confidential Material") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonabledegree of care under the circumstances and will not use, disclose or copy the ConfidentialMaterial except as necessary for its employees or contractors with a need to know to evaluate and comment thereon. Each Member shall mark any copies it makes "confidential," "proprietary" or with a similar legend and shall reproduce all copyright notices and disclaimers therein. Unless the parties agree otherwise, this obligation of confidentiality will expire two (2) years from the date of disclosure to such Member. Notwithstanding the foregoing, Confidential Material shall not include any information that is (a) in the public domain other than by a breach of a duty to the disclosing party; (b) received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restrictions on disclosure.

7. Withdrawal and Termination.

(a) Conditions and Procedure for Withdrawal. Upon withdrawal or termination of a Member from FDX, this Section 7 shall apply to all licenses granted to or by such Member pursuant to this Agreement. The timing of such withdrawal or termination will determine the effect on such Member's licensing obligations as specified in Section 7(b)below. Except as provided in Section 5(c), the effective date of withdrawal or terminationshall be determined in accordance with the FDX Membership Agreement.

(b) Effect of Withdrawal. Subject to Section 5 of this Agreement, if Member withdraws from or is terminated from Membership in FDX:

(i) This Agreement shall continue in full force and effect for all remaining Members;

(ii) With respect to such Member, Sections 2, 6, 7 and 8 of this Agreement shall continue in full force and effect; and

(iii) With respect to Contributions from the withdrawing Member which are included in any Final Specification which is adopted after the effective date of withdrawal or termination, such Member shall be entitled to receive a license from all Members regarding all such Final Specifications under the terms of Section 3 and 4, butonly if and when such Member agrees to and grants a license under the terms of Section3 and 4 to all Adopters with respect to all such Final Specifications.

(iv) Section 4 of this Agreement shall continue in full force and effect with respect to all Final Specifications adopted prior to the effective date of withdrawal or termination (the "Committed Specifications").

(v) This Section 7 is not intended to authorize, permit or allow the survival (or co-incident licensing) of any unmodified portion of a Committed Specification to be contained in any Final Specification approved after a Member's termination unless (i) the unmodified portion of the Committed Specification is contained in a subsequent Final Specification that only extends or corrects the Committed Specification, or (ii) only if the withdrawing or terminated Member is granted and accepts a reciprocal license commensurate with and of the same scope as set forth in Section 4 with respect to suchsubsequent Final Specification incorporating the unmodified portion of the Committed Specification.

(vi) All other rights, licenses, obligations, terms and conditions of this Agreement shall terminate with respect to such withdrawing or terminated Member, including those set forth in Section 4, except as set out in Section 3(b), 7(b)(ii), (iii), (iv) and (v).

8. General.

(a) No Other Licenses. Except for the rights expressly provided by this Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, anyrights under any patents or other intellectual property rights from any other Member.

(b) No Warranty. All parties acknowledge that all information provided under this Agreement, including as part of the Final Specification(s) development process and the Draft Specification(s) and/or Final Specification(s) itself, are all provided **"AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANYPARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL (WHETHER PROVIDED IN WRITING OR ORALLY), SPECIFICATION, OR SAMPLE**.

(c) Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO OR ANY OTHER MEMBER OF FDX BE LIABLE TO ANY OTHER PARTY OR MEMBER OF FDXFOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOSTPROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS IN THIS SECTION 8(c) SHALL ONLY APPLY TO CLAIMS ARISING OUT OF THE CONTRACTUAL PROVISIONS OF THIS AGREEMENT AND NOT TO ANY OTHER MATTERS, AGREEMENTS, CLAIMS (INCLUDING CLAIMS OF INFRINGEMENT), SUITS OR OTHER PROCEEDINGS BETWEEN OR AMONG THE MEMBERS OR ANYOTHER PARTY.

(d) Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

(e) Notices. All notices hereunder shall be electronic or written and sent to the parties at such addresses as the Parties may specify by such notice to FDX. For purposesof this section, notice can include notice by written mail, electronic mail or by facsimile. Such notices shall be deemed served when received and acknowledged by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give notice of a change of address and, after noticeof such change has been received, any notice or request shall thereafter be given to suchparty at such changed address.

(f) Good Faith Dealing. Each party hereby represents and warrants that it hasthe power to cause all patents owned or controlled by such party and its Affiliates to be licensed as set forth in this Agreement.

(g) Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.

(h) Complete Agreement; No Waiver. The provisions of this Agreement, including all documents incorporated herein by reference, the FDX Membership Agreement, and the FDX's Bylaws constitute the entire agreement between the Parties and supersede all prior agreements and understandings relating to the subject matter hereof. No modifications or additions to or deletions from this Agreement shall bebinding unless in accordance with the provisions of the FDX Membership Agreement andthe FDX's Bylaws, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(i) No Rule of Strict Construction. 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 the Agreement will continue in effect.

(j) Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws,present and future, of any government having jurisdiction over the parties hereto, and toorders, regulations, directions or requests of any such government.

(k) Effect of Divestiture, Merger or Acquisition. In the event that an Affiliate ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a Member of FDX, including agreement to the terms of this Agreement, within 90 days fromthe date the Affiliate status ceases, then all licenses shall continue uninterrupted. If suchformer Affiliate does not so sign-up, then Section 7(b) hereof shall apply with the former Affiliate to be considered the same as a withdrawing Member.

(l) Assignment. No Member may assign this Agreement, or its rights and obligations hereunder, without the prior written consent of FDX. Any purported assignment in violation of this Section shall be null and void. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Exhibit C

Member Use Guidelines
(Adopted by the Board of Directors on September 5, 2018)

Member grants to FDX a non-exclusive, royalty-free, non-transferable, limited right to use its corporate trade name(s) and/or logos ("**Marks**") solely in connection with announcing and recognizing the Member's membership, provided that such use is in compliance with any guidelines that Member may provide from time to time with respectto the Marks. FDX acknowledges and agrees that Member is the sole owner of its Marks. FDX agrees not to take any action that is inconsistent with Member's ownership of its Marks, and agrees that any benefits accruing from the use of such Marks shall automatically vest in the Member. Nothing in this Agreement, or otherwise, shall give FDX any right, title, license, ownership or interest in any trademark, trade name, copyright, patent, or other intellectual property of the Member.

In using the Member's Marks, FDX shall ensure that:

a) It will always produce the Marks as whole pieces of art;

b) It will never manipulate the Marks by separation from the shield graphic,style, proportion, spacing or any other manipulation or change; and

c) The registered mark "®" will always accompany each representation of the logo in its proper position following the last letter thereof.

Upon the Member's request, FDX shall provide all materials, marketing or otherwise, that contain Member's name and/or logo for Member to review and approve. The license granted herein terminates when the need for its use has been terminated. Member may immediately terminate FDX's license to use the Marks if Member reasonably believes that FDX's use dilutes or tarnishes the values of its Marks.

Exhibit D

Antitrust/Competitive Provisions
(Adopted by the Board of Directors on September 5, 2018)

(a) FDX is committed to conducting its affairs in compliance with federal, state, and, as applicable, international antitrust and competition laws (collectively, the "**Antitrust Laws**"). FDX Members may compete with one another in various lines of business and it is therefore imperative that they approach and engage in all FDX activities, including all meetings, discussions, communications, and other interactions, with compliance with the Antitrust Laws in mind. Accordingly, all FDX Members, as a condition of membership, must acknowledge and adhere to the guidelines in (b) below.

(b) Antitrust guidelines:

1. FDX Members are prohibited from discussing or engaging in any written or oral exchange of information relating to any company-specific, competitively sensitive information, including terms, sales, conditions, pricing, or future plans, related to their firms or other firms, including vendors or service providers they engage;
2. FDX meetings and any FDX portal or forum are not to serve as an opportunity or conduit for discussions or negotiations between or among vendors, manufacturers, service providers, or other entities with respect to their own competitive activities or to the activities of any other participant or group of participants;
3. Neither FDX staff, officers, or directors nor its Members, working groups, or working group chairs are to recommend in any FDX-sponsored exchange or forum in favor of a coordinated boycott of or against the adoption of any product or service of particular manufacturers or vendors;
4. Each FDX Member will determine unilaterally the effect of any exchanged information on its individual purchasing and related decisions;
5. FDX and its working groups must base decisions to develop or adopt guidelines, specifications, standards, test procedures, or certification programs upon appropriate technical, business, and consumer considerations, and not upon any effort or purpose to reduce or eliminate competition from any business entity or to impede the development or adoption of new or innovative products or services;
6. Any breach of these guidelines will be reviewed by the Board of Directors of FDX and may result in termination of the organization's FDX membership and forfeiture of remaining annual membership fees; and
7. Working group chairs, directors, or staff will designate a responsible party to keep and disseminate minutes of all formal FDX meetings.

FINANCIAL DATA EXCHANGE

Exhibit E

FDX Traffic Light Protocol (TLP)

Color	When should it be used?	How may it be shared?
RED	Sources may use TLP RED when the information's audience must be tightly controlled, because misuse of the information could lead to impacts on a party's privacy, reputation, or operations. The source must specify a target audience to which distribution is restricted.	Recipients may not share TLP RED information with any parties outside of the specific exchange, meeting or conversation in which it is originally disclosed.
AMBER	Sources may use TLP AMBER when information requires support to be effectively acted upon, but carries risks to privacy, reputation, or operations if shared outside of the organizations involved.	Recipients may only share TLP AMBER information with staff in their own organization who need to know, or with service providers to mitigate risks to the member's organization if the providers are contractually obligated to protect the confidentiality of the information. TLP AMBER information can be shared with those parties specified above only as widely as necessary to act on the information.
GREEN	Sources may use TLP GREEN when information is useful for the awareness of all participating organizations as well as with peers within the broader community.	Recipients may share TLP GREEN information with peers, trusted government and critical infrastructure partner organizations, and service providers with whom they have a contractual relationship, who have a need-to-know but not via publicly accessible channels.
WHITE	Sources may use TLP WHITE when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.	TLP WHITE information may be distributed without restriction, subject to copyright controls.