

THE **FEDERAL RESERVE**

 *Financial Services*

Sponsorship Agreement for Software Products or Services Interacting with Fedwire[®] Securities Service and/or for Access to Technical Documentation

Required Fields*

Section 1: Instructions

This Sponsorship Agreement should be used by a depository institution ("Sponsoring Depository Institution") to sponsor an organization ("Sponsored Party") in order for that organization to test its service or software product in the testing environment for the Fedwire[®] Securities Service (a "Wholesale Service") via the FedLine Direct[®] Solution (any such testing will be labeled as "Wholesale Service Testing"). This Sponsorship Agreement also should be used in order for a Sponsored Party to receive certain technical documentation related to the Wholesale Service.

Sections 2 and 4.1 of this Agreement are to be completed and signed by the Sponsoring Depository Institution.

Sections 3 and 4.2 of this Agreement is to be completed and signed by the Sponsored Party.

For assistance in completing this Sponsorship Agreement, please contact the Customer Contact Center (CCC) at: (888) 881-6700

Send the completed form to the CCC via email to: ccc.ci.support@kc.frb.org

Section 2: Sponsoring Depository Institution

Sponsoring Depository Institution Identification Number (ABA/RTN)*	
Depository Institution Legal Name*	

Section 3: Sponsored Party Information

Identification Number (ETI/CIN)* <i>If known</i>			
Organization Legal Name*			
Street Address*			
City*			
State*			
Zip Code*			
Contact Name*	<i>First Name</i>	<i>MI</i>	<i>Last Name</i>
Contact Title*			
Contact Phone Number*	<i>Country Code</i>	<i>Phone</i>	<i>Extension</i>
Contact Email Address*			

Section 4: Authorized Approvals

By signing below, the Sponsoring Depository Institution and the Sponsored Party each independently agree to the terms of this Sponsorship Agreement.

Section 4.1: Sponsoring Depository Institution

We, the depository institution identified in Section 2, hereby sponsor the party indicated in Section 3, with its principal office located at the address indicated in Section 3, to perform Wholesale Service Testing of the Sponsored Party’s software product(s) or service(s) via the FedLine Direct Solution as indicated in section 4.2.

We represent and warrant that we have an existing business relationship with the Sponsored Party relating to the software product(s) or service(s) it designs to interact with the Wholesale Service via the FedLine Direct Solution.

We understand that the Sponsored Party’s completion of any Wholesale Service Testing is separate from any implementation by us of the Sponsored Party’s software product(s) or service(s) and our operational readiness testing of any such implementation.

This Sponsorship Agreement must be signed by an authorized individual listed on the Sponsoring Depository Institution’s Official Authorization List filed with the Federal Reserve Banks.

Section 4.1: Sponsoring Depository Institution (continued)

Sponsoring Depository Institution Authorized Signer Name*	<i>First</i>	<i>MI</i>	<i>Last</i>
Sponsoring Depository Institution Authorized Signer Title*			
Sponsoring Depository Institution Authorized Signature*			
Date*			

Section 4.2: Sponsored Party (to be completed by the Sponsored Party)

We, the Sponsored Party named in Section 3, are a company that:

(i) designs software products or services to interact with the Wholesale Service via the FedLine Direct Solution. We have designed or intend to design the software product or service described below to interact with the Wholesale Service and we wish to participate in Wholesale Service Testing; and/or	
(ii) seeks documentation related to the Fedwire Application Interface Manual or other technical documentation related to the Wholesale Service to facilitate a Federal Reserve Bank customer’s use of the Wholesale Service or the electronic solution to access the Wholesale Service.	
Trade name of the software product or service* <i>(may be different from the organization’s legal name)</i>	
Release/version/platform of the software product or service*	
Wholesale Service: Fedwire Securities Service	

We understand that the Federal Reserve Banks do not endorse any specific Sponsored Party or other party, service, or software product and make no representations or warranties with respect to any Sponsored Party or other party, service, or software product. We shall not make any representations or warranties to anyone to that effect, including in any of our marketing material. We understand that a Federal Reserve Bank may require, in its sole discretion and at any time, that our participation in Wholesale Service Testing be sponsored by a depository institution other than the depository institution listed above and that we and the new sponsoring depository institution would be required to execute a new Sponsorship Agreement.

We agree to the terms of the Federal Reserve Banks’ Operating Circular 5, as it may be amended from time to time. In addition to Operating Circular 5, Confidential Information and our use of Confidential Information is further defined in the attached Annex A, entitled, “Supplemental Terms Related to Sponsored Party’s Confidentiality Obligations” (“Supplemental Terms”), which is incorporated in this Section 4.2 and which supersedes the confidentiality provisions of Operating Circular 5 to the extent of any inconsistencies. We understand that Confidential Information is not limited to information relating to our electronic connection but rather includes *all* information, whether provided in writing, electronically, or orally, that we receive from the Federal Reserve Banks in connection with our development or enhancement of services or products designed to interact with the Wholesale Service via the FedLine Direct Solution. We shall use Confidential Information only in connection with our participation in Wholesale Service Testing unless we receive the prior written consent of the Federal Reserve Banks to use Confidential Information in connection with other matters.

Section 4.2: Sponsored Party (continued)

We understand that the Federal Reserve Banks’ testing unit (the “Wholesale Testing Unit”) may terminate our participation in Wholesale Service Testing with immediate effect, for any reason or no reason. The terms of this Sponsorship Agreement survive the termination of our participation in Wholesale Service Testing as to any Confidential Information in our possession or control.

We understand that our participation in Wholesale Service Testing is limited to the software product or service described in Section 4.2. We further understand that we may not participate in the Wholesale Service Testing without the prior consent of the Wholesale Testing Unit. We further understand that in participating in Wholesale Service Testing our activity will be confined to the testing environment for the Wholesale Service identified in Section 4.2. We shall not use our electronic connection with the Federal Reserve Banks to access any services or applications from a Federal Reserve Bank unrelated to the Wholesale Service Testing unless we receive the prior consent of the appropriate Federal Reserve Bank.

We understand that the obligations set forth in this Section 4.2 constitute the entire understanding of the Sponsored Party and the Federal Reserve Banks, including with respect to the use and disclosure of Confidential Information provided to or received or observed by the Sponsored Party in connection with Wholesale Service or Wholesale Changes (as defined in the Supplemental Terms). This does not supersede any other agreement that may be in effect between the Sponsored Party and the Federal Reserve Banks, including any confidentiality agreements, with respect to other matters.

We understand that any claims arising out of or in connection with this Sponsorship Agreement are governed by the laws of the United States and, in the absence of controlling federal law, the laws of New York notwithstanding any conflict-of-law rules. The exclusive forum for any action arising out or in connection with, this Sponsorship Agreement is the U.S. district court for the Southern District of New York, and the Sponsored Party hereby consents to the personal jurisdiction of that court.

This Sponsorship Agreement must be signed by an authorized individual on the Sponsored Party’s Official Authorization List filed with the Federal Reserve Banks or by someone otherwise authorized to do so to the satisfaction of the Federal Reserve Banks.

Sponsored Party Authorized Signer Name*	<i>First</i>	<i>MI</i>	<i>Last</i>
Sponsored Party Authorized Signer Title*			
Sponsored Party Authorized Signature*			
Date*			

“Fedwire” and “FedLine Direct” are registered service marks of the Federal Reserve Banks. A list of marks related to financial services products that are offered to financial institutions by the Federal Reserve Banks is available at <https://www.frbservices.org/terms/index.html>.

ANNEX A**Supplemental Terms
Related to Sponsored Party's Confidentiality Obligations**

We, the Sponsored Party named in Section 3 of the Sponsorship Agreement, design, sell, and/or license products or services to interface or interact via the FedLine Direct® access solution with Wholesale Customers of the Wholesale Service (the "Sponsored Party Products").

In support of its management, development, and operation of any Wholesale Service on behalf of the Federal Reserve Banks, the Federal Reserve Bank of New York ("Bank") (or another Federal Reserve Bank on its behalf) may have shared and may continue to share Confidential Information with the Sponsored Party from time to time in connection with Wholesale Development and any testing the Sponsored Party may conduct with the Federal Reserve Banks, including testing of Sponsored Party Products.

The Bank restricts use and disclosure of Confidential Information. However, notwithstanding the Bank's restriction on the use and disclosure of Confidential Information, both the Bank and the Sponsored Party may benefit from the Sponsored Party's having access to, and a license to use and embed, such information insofar as the Sponsored Party might be able to use the information to benefit Wholesale Customers that use Sponsored Party Products; this includes, without limitation, Wholesale Customers that might settle through the Sponsored Party's proposed settlement arrangement, if any;

Accordingly, we agree to these Supplemental Terms Related to Sponsored Party's Confidentiality Obligations ("Supplemental Terms") as follows:

1. Definitions.

(a) "Confidential Information" means any nonpublic, proprietary, or confidential information, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or otherwise designated as "confidential," provided to or received or observed by the Sponsored Party at any time, including before the date of this Sponsorship Agreement, about the Wholesale Service, FedLine Direct access solution, or the management, development, or operation of the Wholesale Service or either access solution. Confidential Information includes, without limitation, information about, or consisting of, Wholesale Changes, FedLine® Documentation, Wholesale Technical Documentation, business plans and strategies of the Bank or another Federal Reserve Bank, and information about the business and information systems architecture and operations and the security of any facilities and systems of the Bank or another Federal Reserve Bank. Confidential Information does not include information that : (i) is or becomes generally known to the public through no breach of this Sponsorship Agreement by the Sponsored Party; (ii) is rightfully known by the Sponsored Party and not subject to another confidentiality obligation to any person, including the Bank or another Federal Reserve Bank; (iii) is independently developed by the Sponsored Party or its affiliates without use of any Confidential Information; or (iv) is information the Bank expressly agrees in writing with the Sponsored Party is not confidential.

(b) "E-Payments Routing Directory" means the Federal Reserve Banks' E-Payments Routing Directory available on FRBServices.org, as amended from time to time.

(c) “Evaluation Period” means a 90-day period during which a Prospective Wholesale Customer may evaluate a Sponsored Party Product in connection with its assessment of whether or not to become a Funds Participant and/or a Securities Participant.

(d) “FedLine Documentation” means technical documentation or information relating to the FedLine Direct or FedLine Advantage access solution.

(e) “Fedwire Participant” means a financial institution that is a Funds Participant and/or a Securities Participant.

(f) “Funds Participant” means an Account Holder (as that term is defined in the Federal Reserve Banks’ Operating Circular 1 available on FRBServices.org, as amended from time to time) that sends or receives payment orders (as that term is defined in the Federal Reserve Banks’ Operating Circular 6 available on FRBServices.org, as amended from time to time) and other messages using Fedwire Funds.

(g) “Prospective Fedwire Participant” means a financial institution that is not a Fedwire Participant, but is in the process of applying or considering applying to become a Funds Participant and/or a Securities Participant.

(h) “Prospective Wholesale Customer” means a financial institution that is not a Wholesale Customer, but is in the process of applying or considering applying to become a Fedwire Participant and/or a Settler (as that term is defined in the Federal Reserve Banks’ Operating Circular 12 available on FRBServices.org, as amended from time to time).

(i) “Securities Participant” means an entity that maintains a Securities Account (as defined in the Federal Reserve Banks’ Operating Circular 7 available on FRBServices.org, as amended from time to time) with a Reserve Bank.

(j) “Wholesale Changes” means changes the Bank may have made, may be making, or may be planning to make to or in connection with any Wholesale Service.

(k) “Wholesale Customer” means a financial institution that is a Fedwire Participant and/or a Settler (as that term is defined in the Federal Reserve Banks’ Operating Circular 12 available on FRBServices.org, as amended from time to time).

(l) “Wholesale Development” means the development or enhancement of Sponsored Party Products by the Sponsored Party, including in connection with Wholesale Changes.

(m) “Wholesale Service” means the Fedwire® Funds Service (“Fedwire Funds”), the Fedwire Securities Service (“Fedwire Securities”), or the National Settlement Service (“NSS”), as the case may be.

(n) “Wholesale Technical Documentation” means technical documentation or information relating to Fedwire Funds, Fedwire Securities, and/or NSS, including the Fedwire Application Interface Manual and other message format and/or specifications documentation or information and any changes thereto.

2. License.

(a) The Sponsored Party may use Confidential Information for the purpose of Wholesale Development and informing Wholesale Development, including ensuring that Sponsored Party Products will successfully interface or interact with or otherwise facilitate use by Wholesale Customers of the Wholesale Service. The Sponsored Party may only use, embed, implement and/or distribute Confidential Information as a component of or in combination with any Sponsored Party Product as allowed under section 2(b).

(b) The Bank grants the Sponsored Party a nonexclusive, royalty-free, perpetual, revocable (pursuant to the terms of this Sponsorship Agreement) license to use or embed or implement Wholesale Technical Documentation as a component of or in combination with Sponsored Party Products (either directly or as an ancillary element of Sponsored Party Products) and to distribute such Sponsored Party Products to: (x) Wholesale Customers and their affiliates; and (y) Prospective Wholesale Customers for the purpose of allowing them to evaluate the Sponsored Party Products during an Evaluation Period in connection with their assessment of whether or not to become Funds Participants, Securities Participants, and/or Settlers. The Sponsored Party shall use commercially reasonable efforts to: minimize the use or embedding of Wholesale Technical Documentation to that which is necessary to enable such Sponsored Party Products to function for their intended purposes (as reflected in the Sponsored Party Products' documentation); and limit distribution of such Sponsored Party Products to Wholesale Customers and their affiliates and Prospective Wholesale Customers, as allowed by this section 2(b), including by taking the actions described in section 3(b).

(c) (i) The Bank may revoke the license granted to the Sponsored Party in this section: (x) at any time upon providing 6 months' written notice to the Sponsored Party prior to the revocation date, provided that the Bank may, in its discretion, agree to delay the revocation date upon request from the Sponsored Party; and (y) if, at any time, the Bank determines that the Sponsored Party is duplicating, using, or disclosing the Bank's Confidential Information in any way not expressly permitted by this Sponsorship Agreement and the Sponsored Party has not corrected such noncompliance within 30 days after the Bank (or another Federal Reserve Bank) gives notice of noncompliance.

(ii) The Sponsored Party may terminate such license upon 30 days' prior written notice to the Bank.

(iii) Upon revocation or termination of the Sponsored Party's license, the Sponsored Party's rights to use, embed, or implement Wholesale Technical Documentation as a component of or in combination with Sponsored Party Products and to continue to distribute such Sponsored Party Products shall terminate. Revocation or termination of the Sponsored Party's license shall not terminate the right of any Wholesale Customer and any affiliate of such Wholesale Customer that has received any such Sponsored Party Products prior to the effective date of the revocation or termination to use such Sponsored Party Products, provided that the Wholesale Customer and its affiliates are in compliance with their confidentiality obligations under section 3(b).

(iv) For the avoidance of doubt, all other rights and obligations of the Sponsored Party and the Bank under this Sponsorship Agreement, including but not limited to the restrictions on disclosure under section 3 and 4, survive revocation or termination of the Sponsored Party's license under this section.

(d) All Confidential Information remains the property of one or more Federal Reserve Banks. The Bank and each other Federal Reserve Bank reserves all rights not expressly granted by these Supplemental Terms.

3. Permitted Disclosure.

(a) Except as permitted under section 3(b), the Sponsored Party may disclose Confidential Information only to:

(i) The Sponsored Party's employees, contracted staff, officers, and directors who have a need to know the Confidential Information for the uses specified in section 2, provided that the Sponsored Party informs each individual to whom the information is disclosed of the confidential nature of the information and the restrictions on its use and disclosure under these Supplemental Terms.

(ii) The Sponsored Party's affiliates and subcontractors (each a "Permitted Party") but only if: (x) each Permitted Party has a need to know the information to assist the Sponsored Party in undertaking any of the uses described in section 2; (y) the Sponsored Party binds each Permitted Party that obtains Confidential

Information to written confidentiality obligations and restrictions substantially similar to those obligations and restrictions applicable to the Sponsored Party under this Sponsorship Agreement; and (z) the Permitted Party agrees to impose those confidentiality obligations and restrictions on its employees, contracted staff, officers, and directors. The Sponsored Party is responsible for any unauthorized duplication, disclosure, or use of Confidential Information by a Permitted Party.

(b) (i) If the Sponsored Party uses, embeds, or implements Wholesale Technical Documentation as a component of or in combination with a Sponsored Party Product that is distributed to Wholesale Customers and their affiliates in accordance with section 2(b), the Sponsored Party may disclose the Wholesale Technical Documentation to the Wholesale Customers and their affiliates only to the extent necessary for the Sponsored Party Product to function for its intended purposes (as reflected in the Sponsored Party Product's documentation), and only provided that the Sponsored Party, prior to disclosure of Wholesale Technical Documentation: (x) confirms that in the case of a Fedwire Participant, the Fedwire Participant is included in the E-Payments Routing Directory then available on FRBservices.org as a Funds Participant if the Wholesale Technical Documentation relates to Fedwire Funds and/or a Securities Participant if the Wholesale Technical Documentation relates to Fedwire Securities; and (y) binds the Fedwire Participant and/or the Settler, as the case may be, and any affiliates thereof that receive such Sponsored Party Product to written confidentiality obligations and restrictions substantially similar to those obligations and restrictions applicable to the Sponsored Party under this Sponsorship Agreement. From time to time, the Bank may request, and the Sponsored Party shall promptly provide to the Bank, a list of all Wholesale Customers and their affiliates to which the Sponsored Party has disclosed Wholesale Technical Documentation under this section 3(b)(i).

(ii) If the Sponsored Party uses, embeds, or implements Wholesale Technical Documentation as a component of or in combination with a Sponsored Party Product that is distributed to Prospective Wholesale Customers in accordance with section 2(b), the Sponsored Party may disclose the Wholesale Technical Documentation to the Prospective Wholesale Customers only to the extent necessary for the Sponsored Party Product to function for its intended purposes (as reflected in the Sponsored Party Product's documentation), and only provided that the Sponsored Party: (x) prior to disclosure of Wholesale Technical Documentation, binds the Prospective Wholesale Customer that receives such Sponsored Party Product to written confidentiality obligations and restrictions substantially similar to those obligations and restrictions applicable to the Sponsored Party under this Sponsorship Agreement; (y) puts in place controls reasonably designed to ensure that the Prospective Wholesale Customers cannot download, reproduce, or distribute any Wholesale Technical Documentation or otherwise use the Wholesale Technical Documentation except in connection with its evaluation of the Sponsored Party Product; and (z) requires the Prospective Wholesale Customer to return or destroy at the end of the Evaluation Period all Wholesale Technical Documentation disclosed to the Prospective Wholesale Customer (unless the Prospective Wholesale Customer is then eligible to receive and use the Sponsored Party Product under section 3(b)(i)).

4. Required Disclosure. The Sponsored Party may disclose Confidential Information: (i) pursuant to an order of a court, administrative agency, or other governmental body if the Sponsored Party gives the Bank notice sufficient to allow the Bank or another Federal Reserve Bank an opportunity to contest the order unless the Sponsored Party is prohibited by law from giving such notice; (ii) to its or any of its Permitted Parties' attorneys and auditors subject to professional standards that require them to keep the Confidential Information in confidence; or (iii) as otherwise required by law, in which case the Sponsored Party shall give the Bank notice of the disclosure requirement as soon as practicable after the Sponsored Party becomes aware disclosure is required or, if prior notice is prohibited by law, when the disclosure is made (if not prohibited by law). If the Sponsored Party is required to disclose any Confidential Information under this section, the Sponsored Party shall: (i) disclose only that portion of the Confidential Information that, in the written opinion of its attorneys, the Sponsored Party is required to disclose; and (ii) use reasonable efforts to ensure that the Confidential Information is accorded confidential treatment by the recipient.

5. Prohibited Use and Disclosure. Any duplication, use, or disclosure of Confidential Information not expressly permitted by this Sponsorship Agreement, including disclosure of Confidential Information to any

entity (other than a Permitted Party) developing products or services to interface or interact with or to otherwise facilitate use by Wholesale Customers of the Wholesale Service, is prohibited unless the Sponsored Party obtains the Bank's written consent.

6. Availability of Wholesale Technical Documentation. So long as the Sponsored Party's license has not been revoked or terminated under section 2(c) and the Sponsored Party keeps current any contact information or registration required by the Bank for notice purposes, the Bank will: (i) use reasonable efforts to make available to the Sponsored Party all Wholesale Technical Documentation that it makes available to other sponsored parties and/or Wholesale Customers at the same time as such information is made available to such other sponsored parties and/or Wholesale Customers; and (ii) endeavor to respond to reasonable questions Sponsored Party may have regarding the Wholesale Technical Documentation.

7. Standard of Care. The Sponsored Party shall take all reasonable measures to protect and ensure the secrecy of, and to affirmatively avoid unauthorized use and unauthorized disclosure of, all Confidential Information in its possession or control. Confidential Information in the Sponsored Party's possession or control includes, in all circumstances, Confidential Information placed by the Sponsored Party, directly or indirectly, into the possession or control of any agent, professional advisor, or Permitted Party. Without limiting the foregoing, the Sponsored Party shall protect the Confidential Information with at least the same degree of care that the Sponsored Party uses to protect its own confidential information. The Sponsored Party shall implement, maintain, and use appropriate administrative, technical, and physical security measures to protect the Confidential Information.

8. Unauthorized Use or Disclosure. If Confidential Information is used or disclosed by the Sponsored Party in any manner not permitted by these Supplemental Terms, or if the Sponsored Party is unable to account for the Confidential Information, the Sponsored Party shall notify the Bank in writing promptly, but in no event more than one business day after the Sponsored Party becomes aware of the unauthorized use or disclosure or the loss of Confidential Information. The Sponsored Party shall take measures reasonably required by the Bank to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to prevent further unauthorized use or disclosure or loss, and to cooperate with the Bank and its agents in any investigation the Bank may undertake relating to the unauthorized use or disclosure or loss. The Sponsored Party shall bear the costs of all such measures taken or to be taken by the Sponsored Party.

9. Equitable Remedies. The Sponsored Party acknowledges that damages are not an adequate remedy for violation of these Supplemental Terms. If the Sponsored Party violates or threatens to violate the obligations set forth in these Supplemental Terms, the Bank may seek injunctive relief to restrain any breach or threatened breach, or the Bank may seek specific performance of these Supplemental Terms. In either case, the Sponsored Party shall not contest the Bank's action on the grounds that damages are an adequate remedy, and the Sponsored Party shall not seek to have imposed on the Bank any obligation to post a bond or give other security as a condition to injunctive relief. The Bank may seek injunctive relief or specific performance in addition to any other remedies it may have under applicable law.

10. Return or Destruction. Subject to the provisions of sections 10 and 11, upon the termination of the Sponsorship Agreement or at any other time requested by the Bank:

(a) The Sponsored Party shall return to the Bank all Confidential Information in its possession or control within 30 days after the Sponsorship Agreement is terminated or the Bank makes its request, as the case may be, using secure methods of delivery approved by the Bank. Alternatively, the Sponsored Party may destroy all Confidential Information in its possession or control using destruction techniques appropriate for the format of the information and approved by the Bank. The Sponsored Party shall certify in writing to the Bank the destruction of the Confidential Information if requested by the Bank to do so. The Sponsored Party

shall retain no copies of Confidential Information except to the extent permitted by the Bank under sections 11 or 12 of these Supplemental Terms.

(b) The Sponsored Party shall cause each Permitted Party to which it has disclosed Confidential Information under section 3 to return or destroy the Confidential Information. If requested by the Bank to do so, the Sponsored Party shall deliver to the Bank a certification in writing by the Sponsored Party that each Permitted Party has returned the information or certified in writing to the Sponsored Party that it has destroyed the Confidential Information. The Permitted Party shall retain no copies of Confidential Information except to the extent permitted by the Bank under sections 10 or 11.

11. *Return or Destruction Infeasible.* If the Sponsored Party or a Permitted Party believes that the return or destruction of all Confidential Information under section 10 is not feasible, or if the Sponsored Party or a Permitted Party is required by applicable law or accounting rules or reasonable recordkeeping practices to retain a record copy of any Confidential Information for some period, the Sponsored Party shall notify the Bank in writing of the conditions that make return or destruction infeasible or that require retention. If the Bank consents to the Sponsored Party's or a Permitted Party's retention of any Confidential Information for the reasons described in the notice, the Sponsored Party or Permitted Party may retain a copy of the Confidential Information, which is to be maintained subject to the protections of these Supplemental Terms until the Confidential Information becomes public or otherwise ceases to be "Confidential Information" as defined in section 1 or is returned to the Bank or destroyed as provided in section 10. The Bank shall not withhold unreasonably its consent to the Sponsored Party's request that it or a Permitted Party be permitted to retain certain Confidential Information under this section. The Bank may revoke its consent to retain Confidential Information granted under this section upon 30 days' notice to the Sponsored Party, with such consent not to be revoked unreasonably.

12. *Continued Support of Sponsored Party Products.* If the Sponsored Party or a Permitted Party determines that, notwithstanding its obligation to return or destroy Confidential Information under section 10, it needs to retain part or all of the Wholesale Technical Documentation licensed to the Sponsored Party pursuant to this Sponsorship Agreement in order to facilitate continued support of Sponsored Party Products in use by Wholesale Customers and their affiliates, the Sponsored Party shall notify the Bank in writing of the conditions that require the Sponsored Party or a Permitted Party to retain such information. If the Bank consents to the Sponsored Party's or Permitted Party's retention of any Wholesale Technical Documentation for the reasons described in the notice, the Sponsored Party or Permitted Party may retain a copy of the Wholesale Technical Documentation, which is to be maintained subject to the protections of this Sponsorship Agreement until the Wholesale Technical Documentation becomes public or otherwise ceases to be "Confidential Information" as defined in section 1 or is returned to the Bank or destroyed as provided in section 10. The Bank shall not withhold unreasonably its consent to the Sponsored Party's request that it or a Permitted Party be permitted to retain certain Wholesale Technical Documentation under this section. The Bank may revoke its consent to retain Wholesale Technical Documentation granted under this section upon 30 days' notice to the Sponsored Party, with such consent not to be revoked unreasonably.

13. *Duration.*

(a) The Sponsored Party's confidentiality obligations under these Supplemental Terms survive the termination of the Sponsorship Agreement and continue as to any Confidential Information in the Sponsored Party's possession or control until the Confidential Information becomes public or otherwise ceases to be "Confidential Information" as defined in section 1.

(b) Termination of the Sponsorship Agreement shall not terminate the right of any Wholesale Customer and its affiliates that have received Sponsored Party Products to use such products or services, provided that the Wholesale Customer and its affiliates are in compliance with their confidentiality obligations under section 2(b).

14. *Periodic Acknowledgment.* From time to time (e.g., when disclosing Confidential Information to the Sponsored Party or annually), the Bank may request, and the Sponsored Party shall promptly provide, an acknowledgment that the Sponsored Party understands that the Confidential Information being disclosed to it is subject to this section 14 of the Supplemental Terms. The Bank may require the acknowledgment to be signed by one of the Sponsored Party's officers or senior managers and may direct how the acknowledgment is to be delivered to the Bank (e.g., by email). The purpose of these periodic acknowledgments is to ensure the Sponsored Party remains cognizant of these Supplemental Terms and its obligations with respect to Confidential Information in its possession and control.

15. *Authority.* The Sponsored Party represents and warrants to the Bank as of the date on which the Sponsored Party is signing the Sponsorship Agreement that: (i) the Sponsored Party has the legal right, power, and authority to enter into the Sponsorship Agreement; and (ii) the individual who is signing the Sponsorship Agreement on the Sponsored Party's behalf is duly authorized to do so.

16. *No Obligation.* Except as expressly provided herein, the Bank has no obligation to disclose any information to the Sponsored Party under these Supplemental Terms. The Bank has no obligation to permit the Sponsored Party to interface or interact with any Wholesale Service under these Supplemental Terms.

17. *No Warranty.* Neither the Bank nor any other Federal Reserve Bank provides any warranty, express or implied, as to the accuracy, timeliness, completeness, merchantability, fitness for a particular purpose, title, quality, or noninfringement of any information provided to or received or observed by the Sponsored Party in connection with the Wholesale Development, including any Confidential Information. All information is on an "as-is" and "as-available" basis, without warranty of any kind.

18. *Limitation of Liability.* Neither the Bank nor any other Federal Reserve Bank is liable for any direct or indirect, special, incidental, or consequential damages or for any other kind of damages whatsoever (including, without limitation, damages for loss of profits, loss of revenues, business interruption, loss of information, and attorneys' fees) that are in any way due to, resulting from, or arising in connection with the use or licensing of information provided to or received or observed by the Sponsored Party in connection with the Wholesale Development, regardless of whether the Federal Reserve Bank has been advised or is otherwise aware of the possibility of such damage.

19. *No Publicity.* The Sponsored Party shall not use the Bank's or any other Federal Reserve Bank's name, any variation of the Bank's or other Federal Reserve Bank's name, or any Federal Reserve Bank trademark or logo in any advertising or promotional material or otherwise publicize any sort of relationship with any Federal Reserve Bank unless the Sponsored Party obtains the Bank's or other Federal Reserve Bank's prior written consent. The preceding shall not prohibit the fair use by the Sponsored Party of any such name, trademark or logo to the extent reasonably necessary to apprise the Sponsored Party's customers or potential customers of the nature of the Sponsored Party's rights and/or obligations hereunder.

20. *No Endorsement.* Neither the Bank nor any other Federal Reserve Bank endorses any specific Sponsored Party or software product or service. The Sponsored Party shall not state or imply in any publication or presentation that the Bank or any other Federal Reserve Bank endorses any product or service offered by the Sponsored Party, including any Sponsored Party Product.

21. *Relationship to Other Agreements.* These Supplemental Terms constitute the entire understanding of the parties with respect to the licensing, use, and disclosure of Confidential Information provided to or received or observed by the Sponsored Party in connection with the Wholesale Development, notwithstanding any reference to Federal Reserve Bank operating circulars on the face of certain Confidential Information. These Supplemental Terms do not supersede any other agreement that may be in effect between the

Sponsored Party and the Bank or any other Federal Reserve Bank, including other licensing or confidentiality agreements, with respect to other matters.

22. Construction and Interpretation. The headings in these Supplemental Terms are provided for the convenience of the parties and do not affect its meaning. Words denoting the singular have an analogous meaning when used in the plural, and vice versa. Nothing in these Supplemental Terms shall be interpreted to modify, supersede, or terminate any obligations of Wholesale Customers to the Federal Reserve Banks under any of the Federal Reserve Banks' operating circulars.

23. No Waiver. No failure or delay by the Bank to exercise any right or remedy it may have under these Supplemental Terms waives that right or remedy. A waiver by the Bank of the Sponsored Party's compliance with any provision of these Supplemental Terms is limited to the particular instance and circumstances for which it is given, unless the waiver expressly provides otherwise.

24. Notices.

(a) Any communication intended to affect a party's legal rights or contractual obligations under these Supplemental Terms, including, without limitation, notices of breach, requests for consent, amendment, or waiver, the exercise of any option, and any other notice to which the other party has a limited time to respond, are to be given in writing and delivered by hand or by commercial overnight carrier and by email if an email address for notice is provided. Notices will be deemed given when received. Notice is received when delivered, if by hand, on the next business day after deposit with an overnight carrier if the notice is marked for overnight delivery and delivery is acknowledged by a signature of the receiving party, or when it enters the recipient's email system in a form capable of being processed by that system (or on the following business day if it enters the system after the recipient's normal business hours).

(b) Notices are to be sent to the Sponsored Party at the address set forth in section 3 of the Sponsorship Agreement or to such other address as the Sponsored Party may designate in writing with a copy sent to the attention of the Sponsored Party's legal department at the same address.

Notices to the Bank:

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
Attention: Wholesale Product Office – Product Team

with a copy sent by email to: Legal.Notice@ny.frb.org.

25. Effectiveness. These Supplemental Terms are effective only when the Sponsorship Agreement is signed by the Sponsored Party.