

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERACTIVE FINANCIAL EXCHANGE FORUM, INC.,
OPEN APPLICATIONS GROUP, INC.,
THE SOCIETY FOR WORLDWIDE INTERBANK FINANCIAL
TELECOMMUNICATION, AND
THE TREASURY WORKSTATION INTEGRATION STANDARDS TEAM.**

THIS AGREEMENT is made this 17th day of October, 2003, between the Interactive Financial eXchange (IFX) Forum, located at 333 John Carlyle Street, Suite 600, Alexandria, Virginia, USA (hereinafter referred to as "IFX"), the Open Applications Group, Inc., located at PO Box 4897, Marietta, Georgia, USA (hereinafter referred to as "OAGi"), the Society for Worldwide Interbank Financial Telecommunication, located at Avenue Adele 1-b-1310 La Hulpe, Belgium (hereinafter referred to as "SWIFT"), and the Treasury Workstation Integration Standards Team, located in London, United Kingdom (hereinafter referred to as "TWIST").

The purpose of this agreement between IFX, OAGi, SWIFT, and TWIST is to outline a framework of cooperation and coordination in the area of the content and use of a core payment kernel XML transaction.

1. Definition of the Parties to this Memorandum of Understanding

- A. SWIFT is charged with the development of standards relating to the financial services industry. SWIFT is a worldwide community of financial institutions whose purpose is to define and offer communications solutions enabling interoperability between its members, their market infrastructures and their end-user communities. SWIFT is a cooperative society under Belgian law and is owned and controlled by its members.
- B. IFX develops standards for use between the financial services industry and its clients. IFX is an independent, non-profit organization dedicated to the development and promotion of a standard suite of XML-based business message specifications to enable the exchange of data among financial institutions, service providers and technology vendors.
- C. TWIST develops standards for the automation of treasury, working capital management and commercial payments activities. TWIST aims at identifying/defining the particular "business scenarios" (to be) used by a community of corporate treasurers and their information requirements with the purpose of harmonizing their communications with their financial institutions.
- D. OAGi is a not-for-profit industry consortium focused on promoting interoperability among business applications and creating business language standards to support this goal.

2. Work to be Accomplished Within this Memorandum of Understanding

- A. IFX, OAGi, SWIFT, and TWIST share a common mission aimed at efficiently and effectively facilitating the development of open and interoperable specifications for on-line exchange of business data within and across all industries.
- B. IFX, OAGi, SWIFT, and TWIST have a desire to collaborate in the development of a single core payment kernel XML transaction that meets all four organizations' business requirements, establish an agreed upon framework for the use of this XML transaction in packages with their other transactions, and agree on the use of the core payment kernel with their existing status, advice and statement transactions.
- C. IFX, OAGi, SWIFT, and TWIST will ensure together that the core payment kernel, as agreed to by the groups, will cover the ability to interoperate the advice, status and bank statement messages of each standard. These messages are recognized as being related not only directly to the payment kernel but also to the other content of each standard.
- D. IFX, OAGi, SWIFT, and TWIST will jointly agree to a framework for interoperability, using such XML tools as namespace extension, to allow packaging of the core payment kernel with other XML messages.
- E. Appendix 1 to this agreement defines a mutually agreed, high level, work plan for the tasks described above.
- F. IFX, OAGi, SWIFT, and TWIST will jointly communicate the agreed upon core payment kernel and interoperability framework after acceptance by each organization of the kernel and interoperability framework into their body of standards.
- G. IFX, OAGi, SWIFT, and TWIST will work together to maintain the kernel. It is recognized that this may require periodic meetings.

3. Agreement and Understanding

IFX, OAGi, SWIFT, and TWIST all consider that a contribution of each other's existing payment messaging work will help build a firm foundation toward establishing interoperable cross-industry message specifications based on industry organizations' reuse of best practices for the development of message frameworks, architectures and core components.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by IFX, OAGi, SWIFT, and TWIST,

IT IS AGREED:

- A. Each organization will make available its XML-based business message specifications, business process descriptions and data dictionary, whether copyrighted or not, for the purpose of accomplishing their mutual objective as described above.
- B. IFX, OAGi, SWIFT, and TWIST will permit the use of those aspects of the copyrighted and published, or non copyrighted or published, business message specifications that a working group representing all four organizations views as appropriate for inclusion and reuse in a cross-industry interoperable core payment kernel and interoperability framework.

- C. IFX, OAGi, SWIFT, and TWIST grant to each other a non-exclusive, irrevocable, royalty free, worldwide license to make, use, reproduce, distribute, disclose, display, perform, create derivative works and transmit the recommendations, content and message specification developed as covered within the terms of this agreement. Nothing within this agreement will represent a transfer or forfeiture of intellectual property rights that have accrued to the individual organizations.
- D. IFX, OAGi, SWIFT, and TWIST will permit the incorporation and extension, as needed, of their respective business message specifications and data dictionaries to support the core payment kernel. Only extensions and messages that have been approved by each body will be referenced as compliant with that body's standards.
- E. The terms of this Memorandum will not prohibit bilateral agreements between the parties to this agreement as seen appropriate by each organization in the normal course of it's business.
- F. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If such a solution is not reached within a period of 60 days, then, upon notice by any of the parties to the others, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by a mutually agreed upon arbitrator.
- G. Since a trade association is, by definition, an organization of competitors, this agreement must take precautions to ensure that activities are not engaged that could be interpreted as violating anti-trust or other unfair competition laws. For any activity, which is deemed to unreasonably restrain trade, the listed organizations and individual representatives, may be subject to severe legal penalties, regardless of otherwise beneficial objectives. It is important to realize, therefore, that an action that may seem to make "good business sense" can injure competition and therefore be prohibited under the antitrust or unfair competition laws.
- H. There shall be no discussion of rates, surcharges, conditions, terms or prices of services, allocating or sharing of customers, or refusing to deal with a particular supplier or class of suppliers. Neither serious nor flippant remarks about such subjects will be permitted.

Signatures and Effective Date

The effective date of this agreement shall be October 17, 2003.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

IFX

By: _____

OAGi

By: _____

SWIFT

By: _____

TWIST

By: _____

High Level Work Plan

1. Creation of Working Group. Each standards group will assign members to a working group. The goal of the working group will be to establish the payment kernel, agree upon the interoperability framework and ensure that the payment kernel can operate properly with the advice, status and statement messages within each of the standards. (September 2003)
2. Review and agree on a set of UML business models reflecting the payment activity. The SWIFT C2B UML models will be used as the starting point. (September 2003)
3. Determine boundaries of the payment kernel. (September 2003)
4. Agree upon content and representation of the payment kernel (September/October 2003)
5. Agree upon an interoperability model, allowing packaging of XML documents. (September/October 2003)
6. Ensure payment kernel can operate with the status, advice and statement messages of each standard. (October 2003)
7. Business validation/acceptance of payment kernel. Validation will be performed within the structure of each organization. SWIFT will extend its C2B Business Validation effort, with representation from IFX, OAGi, and TWIST. Each organization must approve the payment kernel and interoperability model for it to be accepted. (November/December 2003).
8. Announcement of the kernel and interoperability model to the general community. (December 2003/January 2004).
9. Publication of the payment kernel XML document and interoperability model will occur within each standard at the earliest appropriate date for that standard.