



GSMA FinTech Forum "FinTech Forum" Terms of Reference

Introduction

Recognising the strategic significance of the mobile eco-system to the FinTech vertical, the GSMA has created this FinTech Forum to accelerate global collaboration and support the vertical to address key challenges and leverage opportunities. The Forum consists of mobile operators, vendors and Financial Services companies keen to work in an agile way and learn from global markets and explore new solutions.

Networking is a significant part of this Forum, we encourage participants to share and explore if, and how, these solutions work. If you would like to get involved or connect to the right people, please let us know.

Overall Objectives

- Share publicly available information on trials, launches and in market solutions;
- Explore new ideas, concepts and propositions in an open discussion;
- Facilitate the creation of agile working groups to explore ideas in more detail with a view to creating product trials;
- Other discussions necessary for the proper functioning and/or adoption of fintech global partnership opportunities

FinTech Governance

The FinTech Forum is open to GSMA members and commercial entities that are not member of the GSMA if they have commercial interest related to a specific FinTech, subject to having:

- (i) Accepted these Terms of Reference;
- (ii) Unless being a GSMA Member, registered with the GSMA for participating in the Forum;
- (iii) C-level representation;
- (iv) Provided an administrative contact to cover logistic arrangements and administrative issues;
- (v) Committed to participate in at least 2 Forum activities per year ("Participant").



- The Forum is non-exclusive and will not preclude a Participant from entering into other activities or making any contractual arrangements with third parties;
- The Forum will gather company representatives in a series of virtual or in-person events throughout the year (2 to 5). Aim should be to align timings with existing GSMA events;
- As far as possible the member companies will be represented by individuals at CxO or CxO-1 levels (i.e., CEO-1 or CEO-2). This is because the Forum activities will require certain decisions and influence in the industry as well as access to the executive levels of companies participating;
- GSMA will provide and manage a Forum space for document sharing the registration of Participants and the organization of Forum activities. The GSMA will set and enforce the rules for accessing and using the Forum space for document sharing, registration and organisation and participation in Forum activities at its sole discretion;
- GSMA will participate in and require access and visibility of activities within the Forum;
- GSMA will be able to promote the Forum, its scope, and activities via GSMA web/social media channels to the wider industry;
- On behalf of the Forum, the GSMA will launch agile working groups to undertake specific defined tasks such as preparing documents like whitepapers, guidelines, trials, results or business/commercial requirements

GSMA Framework

- All Forums activities are governed by the overall GSMA regulatory framework (notably GSMA's Antitrust Policy) but not subject to the general rules of participation associated with other GSMA activities;
- The Forum activities exclude Industry Specification activities. Industry Specification activities are managed under GSMA PRD AA.35 - Procedures for Industry Specifications

GSMA Liability

- GSMA shall not be liable for any Forum Participants or third-party reliance on or claims in relation to the Forum and/or associated matters;
- In the case of any alleged third-party reliance on or claim in relation to the Forum and/or any associated matters, the Forum Participants will fully settle such matter (irrespective if brought against the GSMA or a Forum Participant) from their own funds without any recourse to the GSMA

Intellectual Property Rights Provisions

Unless agreed otherwise, by default:

- (i) Save in the case of (ii) below, no right or interest are assigned, transferred, licensed or granted under any patents, trademarks or other intellectual property rights, by virtue of the Forum;
- (ii) All materials generated in the course of Forum activities shall be owned by the GSMA

Termination



- The GSMA may terminate the Forum or any activity therein at any time without any further liability to the GSMA.
- The GSMA may forthwith terminate a Participant participation in the Forum at the sole discretion at any time and without any liability to the GSMA or another Participant, if the Participant in the sole opinion of the GSMA:
 - (i) Does not adhere to the Terms of Reference;
 - (ii) Lacks adequate expertise and resources requested by the GSMA to participate in the Forum