

## **MEMBERSHIP OVERVIEW**

Membership of the SME Finance Forum is open to a broad range of institutions that promote access to finance for small and medium enterprises (SMEs), including banks, non-bank financial institutions, development finance institutions, and fintech companies. To become a member, please complete the membership application form and email it to Hourn Thy (<a href="https://https:

NOTE: Completing the membership application form does not automatically enroll you. Once your application has been reviewed and your eligibility for membership determined, we will contact you with further information.

ABOUT YOUR INSTITUTION		
INSTITUTION TYPE (please check appropriate institution typ	e below)*	
☐ Bank ☐ Non-Bank Financial Institution ☐ Fintech with Lending Operations	Development Finance Institution Credit Guarantee Institution Fintech without Lending Operations	
For Fintech firms please check one or more areas of expertise:		
	preneurs	
Three areas of expertise that you wish to share with peers through webinars/conferences:		
Are you an existing client of IFC? Yes No		
ASSET SIZE (please check asset size below)**	ANNUAL FEE**	
☐ US\$10 billion and above	US\$25,000	
☐ US\$5 billion – US\$10 billion	US\$20,000	
☐ US\$2 billion – US\$5 billion	US\$15,000	
☐ US\$1 billion – US\$2 billion	US\$10,000	
☐ US\$1 billion and below	US\$5,000	
ORGANIZATION PROFILE		
Year Founded*: No	. of full-time Employees*:	
Geographic Focus (for a detailed list of countries under each region, please refer to the IFC Regional Classification)***		
☐ East Asia & the Pacific ☐ Europe & Central Asia ☐ North America ☐ South Asia ☐	Latin America & the Caribbean	
Shareholders*		
Name: Pe	rcentage Ownership:	





Email:

Name:

Main Organizational Contact:

Name:	Percentage Ownership:	
Name:	Percentage Ownership:	
Name:	Percentage Ownership:	
Name:	Percentage Ownership:	
Fill in additional information below:	g. c.m.c.	
I ill ill additional illionnation below.		
*Denotes required information		
**Your asset size will determine your annual membership fee		
***Please consider all your holdings and check multiple boxes if necess	sary	
SENIOR MANAGEMENT TEAM		
Name:	Title:	
Name:	Title:	
Fill in additional information below:		
HEADQUARTERS ADDRESS *		
Address 1:		
Address 2:		
City:	State/Province:	
Country:	Postal Code:	
Main Telephone:	Company Email:	
Website:		
BILLING ADDRESS (If different from physical address ab	pove)	
Address 1:		
Address 2:		
City:	State/Province:	
Country:	Postal Code:	
CONTACT PERSONS		
Senior Official (This is the senior person in your institution who has approved participation in the SME Finance Forum)		
Name:	Title:	
Address:		
Telephone:		

Title:



Address:				
Telephone:	Email:			
MEMBERSHIP BENEFITS				
Please explain what prompted you to apply for SME Finance Forum membership.				
Which of our Communities of Practice* will you be joining	)?			
Agrifinance Community of Practice				
Development Finance institutions Community of Practice				
Digitization Community of Practice				
Risk Management Community of Practice				
Supply Chain Finance Community of Practice				
Sustainable Finance Community of Practice				
Women Entrepreneurs Community of Practice				
*Communities of Practice are regularly meeting, member-led communities, which discuss practical problems in SME Finance.  Please select top three membership benefits and rank them in order of importance, with "1" being the most important to "3" being the least important.				
Communities of Practice	1	2	3	
Trainings				
Annual Meeting Tickets				
Immersion Programs and Study Visits				
Webinars and other virtual learning events				
Matchmaking and Networking Services				
Access to Virtual Marketplace				
Access to Surveys and SME Datasets				
Raising Firm Profile				
Other, please explain:				
Did someone refer you for membership? If so, whom may we thank for referring you (please indicate name and institutional affiliation)?				
Name:	Title:			
Organization:				





Would you like to refer someone for membership?		
Name:	Title:	
Organization:		

### **MEMBERSHIP CONDITIONS AND DECLARATION**

- 1. **Forum Members.** Each entity that executes this Agreement shall have access to a "Forum Members-only" portal through the Forum website (http://www.smefinanceforum.org) (the "Forum Website"). Such content and resources may include access to a Forum Members directory, Forum Members-only events, webinars and working groups, and other benefits. Subject to the terms of this Agreement and the terms of use for the Forum Website, which are incorporated into this Agreement by this reference, IFC hereby grants to Forum Member, during the Term (as defined below), a non-exclusive, non-transferable license, without the right to sub-license, to access and use, reproduce, distribute, display, download, store and transmit the content available on the Forum Website for Forum Member's internal purposes and to cite such content in Forum Member's research.
- 2. **Requirements.** Forum Member represents and warrants that it has accurately completed and submitted the Forum participation application form made available by IFC in accordance with the directions set forth on such form. Acceptance into, and retention in, the Forum shall be in IFC's sole discretion, and IFC may elect not to accept an entity as a Forum Member, and may terminate a Forum Member's rights to any or all elements of the Forum, at any time for any or no reason. If any information provided by Forum Member is false, incomplete or inaccurate, IFC may either ask for clarification or, in its discretion, terminate Forum Member's rights to any or all elements of the Forum. Forum Member further agrees to maintain and update the information provided on the application form, as required, to keep it current, complete and accurate.

# 3. **Fees**

- a. On the Effective Date and by the final business day of January of each year, Forum Member shall pay IFC the non-refundable fee applicable to Forum Member's asset size for the year of participation in the Forum in accordance with the payment instructions provided by IFC from time to time (the "Fee"). Such Fee shall be paid in US Dollars. For purposes of this Agreement, the annual fee payable by the Forum Member shall be as stated in the table entitled "ASSET SIZE".
- b. The Forum Member acknowledges and agrees that IFC has privileges, immunities and exemptions under its founding documents and that this includes immunity from all tax liability, including withholding obligations.
- 4. **Representations and Warranties.** Forum Member represents and warrants to IFC that: (i) it has the full power and authority to execute this Agreement and perform its obligations hereunder; (ii) the execution, delivery or performance of this Agreement has been authorized by all necessary action, and will not violate or breach any obligation of the Forum Member to any third party, including under a contract to which the Forum Member is a party or by which it is bound, and (iii) the execution, delivery or performance of this Agreement will not violate any applicable law or regulation.

## Disclaimers, Indemnity.

- a. IFC may modify, limit, suspend or cease providing the Forum Website or any associated content, in whole or in part, at any time in its sole discretion by posting a notice on the Forum Website.
- b. IFC SHALL NOT BE LIABLE TO ASSOCIATE OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF IFC HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT IFC IS DEEMED TO HAVE WAIVED ITS PRIVILEGES AND IMMUNITIES OR SUCH PRIVILEGES AND IMMUNITIES ARE FOUND TO BE UNENFORCEABLE, AND IFC IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY, IN NO EVENT SHALL IFC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER TO ASSOCIATE OR ANY THIRD PARTY, WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY ASSOCIATE TO IFC IN THE PRIOR YEAR. IN NO EVENT SHALL IFC HAVE ANY LIABILITY FOR ANY THIRD PARTY LOSSES, CLAIMS OR DAMAGES ARISING, IN WHOLE OR IN PART, FROM THE ACTS OR OMISSIONS OF ASSOCIATE. TO THE FULLEST EXTENT PERMITTED BY LAW, IFC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE EXTENT THAT IFC MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF IFC'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH



#### APPLICABLE LAW.

c. Forum Member shall defend, indemnify and hold IFC and its affiliates and its and their respective officers, directors, agents and employees harmless from and against any and all damage, loss, liability, cost or expense (including reasonable attorneys' fees and experts' fees and costs) that IFC or its affiliates may suffer or incur arising from, related to, or as a result of any claim or demand related to this Agreement arising out of the acts or omissions of Forum Member; except that Forum Member shall not be required to indemnify IFC under the foregoing provisions if an arbitral tribunal appointed under the terms of Section 7b below determines in a final, non-appealable award that such damage, loss, liability, cost or expense was the result of gross negligence or willful misconduct on the part of IFC.

## 6. **Term and Termination**

- a. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall expire on December 31st of that year unless Forum Member has paid its Fees in full for a subsequent year of participation and unless earlier terminated by either the Forum Member or IFC in accordance with this Section. (The Initial Term and renewal terms, if any, are referred to collectively as the "Term.").
- b. Either IFC or Forum Member may terminate this Agreement, in whole or in part, at any time, upon thirty (30) days' prior written notice to the other party in accordance with Section 7e below.
- c. In the event of any termination or expiration of this Agreement, any Fees that are then due and owing shall remain payable, and no refund shall be made of any Fees paid prior to such termination or expiration. The provisions of this Agreement concerning fees, disclaimers, indemnities, dispute resolution and interpretation of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

### General

- a. Nothing in this Agreement shall be construed to make IFC or Forum Member an agent, employee, joint venturer, partner, franchisee-franchisor or legal representative of the other.
- b. The Parties undertake to endeavor in good faith to resolve any differences and disputes arising under, or in connection with, this Agreement by amicable settlement. Any controversy or claim arising out of or relating to this Agreement, or that contests the validity of this Agreement, that cannot be settled amicably, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules from time to time in force. The place of arbitration shall be New York, New York and the arbitration shall be conducted in English. The Parties hereby waive any rights under any applicable law to appeal any arbitration award or to seek determination of a preliminary point of law with respect to such proceedings. Notwithstanding the foregoing, IFC shall have the right to seek interim, provisional or other equitable relief, including temporary or permanent injunctive relief, as necessary to protect its interests. Nothing in this Agreement and no submission by either Party to arbitration shall be construed as a waiver, renunciation or modification of any immunities, privileges or exemptions of (i) IFC accorded under its Articles of Agreement, international convention or any applicable law, or (ii) Forum Member under its Articles of Association, international convention or any applicable law.
- c. Forum Member shall not issue any press release or other similar public announcement concerning this Agreement without the prior written approval of IFC, and even with such approval, Forum Member shall disclose only the existence of this Agreement and not its terms and conditions. Forum Member consents to the use of its name, logo, and contact details on the Forum Website (or landing page) maintained by IFC or any promotional materials identifying it as a Forum Member with respect to the Forum. Forum Member also consents to the use of its name by IFC to fulfill its reporting obligations under its Articles of Agreement. Forum Member acknowledges that IFC is subject to the terms and conditions of the IFC Access to Information Policy, a copy of which is publicly available on the IFC website at www.ifc.org/Disclosure. IFC may from time to time make certain Forum Member information available to the public in accordance with the terms and conditions of such policy, and Forum Member hereby consents to such disclosure.
- d. Forum Member may not assign any of its rights or obligations or otherwise delegate any of its duties under this Agreement without the prior written consent of IFC. Notwithstanding IFC's consent to any delegation of Forum Member's duties to





a third party, it shall be Forum Member's obligation to ensure that such third party performs its obligations in accordance with the terms and conditions of this Agreement. The control, operation and maintenance of the Forum Website, and all content, including data, resident therein, as well as any other rights and obligations of IFC under this Agreement may be transferred to any third party upon notice by IFC to Forum Member. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

- e. Any notice required or permitted by this Agreement shall be in writing, refer specifically to this Agreement, be prepaid and delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice to Forum Member shall be sent to the addresses set forth by Forum Member in the Forum participation application form and notice to IFC shall be sent to the address set forth above; provided, however, that either Party may specify another address by providing notice to the other.
- f. The terms of use, privacy policy and copyright statement for the Forum Website are incorporated herein by this reference. This Agreement together with the terms of use, privacy policy and copyright statement for the Forum, constitutes the complete and exclusive statement of the terms, conditions and representations of the agreement between IFC and Forum Member with respect to the subject matter hereof, and supersedes all other agreements with respect to the subject matter hereof. This Agreement may be modified or amended only by written agreement of the Parties. In the event of a conflict between the terms and conditions of the main body of this Agreement and the terms and conditions of any other document referred to or linked to in this Agreement, the terms and conditions of the main body of this Agreement shall prevail and control. The failure of IFC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceable its of the other provisions of this Agreement shall in no way be affected, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable provision had not been included in this Agreement. The English language version of this Agreement is the official and legally binding version, and shall control in any interpretation or enforcement of this Agreement. Headings are for convenience only and will not be used to alter the meaning of any provision.

Organization Legal Name:		
Signatory Name:	Title:	
Signature:	Date:	

Please submit your completed and signed application via email to the attention of:

hthy@ifc.org

