

**NOTE: THESE TERMS AND CONDITIONS REPLACE THOSE THAT WERE IN EFFECT IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THESE TERMS AND CONDITIONS.**

## **LITE2 FOR BUSINESS APPLICATIONS TERMS AND CONDITIONS**

**(as of 8 October 2018)**

### **PREFACE**

SWIFT is active in the field of secure messaging services, and offers various services and products supporting communications between its users worldwide. Each Lite2 Business Application Provider (hereafter referred to as an 'Application Provider') offers its business application(s) as a service and wishes to procure the use of SWIFT's Alliance Lite2 (hereafter referred to as 'Lite2') for its business application customers (hereafter referred to as 'End Users') as an integrated offer with its application(s) (hereafter referred to as the 'Application').

SWIFT has developed a cloud-based partnership model known as 'Lite2 for Business Applications' which provides easy, secure and low cost access to SWIFT messaging for End Users. In order to use the 'Lite2 for Business Applications' Programme, End Users must apply to become, and must be accepted by SWIFT as, SWIFT users.

Application Providers admitted by SWIFT to the Lite2 for Business Applications Programme will be subject to these Lite2 for Business Applications Terms and Conditions and the Agreement formed in conjunction with such terms and conditions.

### **INTRODUCTION**

The Application Provider is subject to the specific terms and conditions as described in these Lite2 for Business Applications Terms and Conditions (hereafter also referred to as the 'Lite2 for Business Applications Programme'), applicable to all eligible Application Providers. Such terms and conditions will be supplemented by a "Commercial Stipulation" which has been or which will be entered into separately between SWIFT and each Application Provider. References to the "Agreement" shall refer to these Lite2 for Business Applications Terms and Conditions, as supplemented by the Application Provider's Commercial Stipulation. This Agreement shall constitute an agreement between SWIFT, on the one hand, and each Application Provider, on the other hand. This Agreement as it relates to a particular Application Provider may be modified or terminated, without prejudice to any other Agreement between SWIFT and any other Application Provider.

#### **1. ELIGIBILITY**

- 1.1 All Application Providers are required to register as a SWIFT Partner ("*registered provider*") under the SWIFT Partner Programme and comply with the additional obligations and requirements as described therein. Registration and compliance with the SWIFT Partner Programme must be maintained throughout the term of this Agreement. Failure to do so will automatically and immediately terminate this Agreement.
- 1.2 The Lite2 for Business Applications Programme is a cloud-based partnership model designed to maintain a high level of security and resilience. In that respect, the Application Provider is subject to legal and financial eligibility checks (as set out in the registration process in Annex 1A) as well as a yearly recurring certification process of the Application(s) (as described in Annex 1C). The Application Provider is required, prior to offering any application (each an "Application") as part of the Lite2 for

Business Applications Programme, to obtain SWIFT's written acknowledgement of such Application being an application acceptable to be offered under the Lite2 for Business Applications Programme. Application Provider's Application(s) will be identified in the Commercial Stipulation, which may be amended from time to time to reflect additional Applications or other changes to the identified Application(s).

- 1.3 The Application Provider must also comply at all times with the security and operational and other requirements set out and/or contemplated by Annexes 1A and 1B hereto (these are collectively referred to herein as the "Lite2 for Business Applications Programme Security and Operational Framework") and understands that it will be assessed against these requirements through on-site inspections at least every 3 years.
- 1.4 An Application Provider will be listed on swift.com as a qualified Application Provider under the Lite 2 for Business Applications Programme as long as it:
  - Passes the Legal and Financial due diligence check as per article 1.2
  - Uses a Certified Application as per article 1.2
  - Complies with the Lite2 for Business Applications Programme Security and Operational Framework as per article 1.3.
- 1.5 The Application Provider warrants that its assent to this Agreement has been duly authorized, executed and delivered.

## **2. APPLICATION PROVIDER'S ROLE AND RESPONSIBILITIES**

- 2.1 The Application Provider is granted a non-exclusive, personal and non-transferable right to use and procure use of Alliance Lite2 for its End Users in accordance with the terms and conditions of this Agreement.
- 2.2 For that purpose, and if not already ordered by the Application Provider, upon ordering of the below components, as per SWIFT instructions and payment of the fees referred to in Annex 3 (Financial Terms), SWIFT will deliver to the Application Provider the following:
  - a. 1 Partner Identifier Code (PIC)
  - b. A MultiBIC Autoclient with a master technical identifier code (ASPX code)
  - c. Lite2 set-up service package
  - d. Browser access to Lite2
  - e. Standard Plus support
  - f. An Alliance Connect Bronze or Silver (Plus) Pack.
  - g. 10 Alliance Lite2 tokens

The provided technical identifier code, which starts with ASPX, is a 'test-only' code and is therefore not published in any directory. The Application Provider is prohibited from sending live messages and from subscribing to any live messaging services for its own purpose. The Application Provider is only allowed to use this technical identifier code:

- for Test and Training (T&T) messages, but only to itself and to other Application Providers in a tightly limited and predefined Closed User Group (CUG) for demo and test purposes. The Application Provider is thus not allowed to send T&T messages to its End Users or any other SWIFT users.
- to access Online Operations Manager (O2M) through Alliance Lite2 and to create personal token certificates needed for accessing Alliance Lite2.

Except as deviated from in this Agreement, provision and use of the software and other products and services mentioned above as well as the provision of support services are governed by SWIFT General Terms and Conditions and the respective applicable SWIFT standard contractual documentation and service descriptions, including the SWIFT Alliance Lite2 service description. The Lite2 set-up services packages (as well as any other SWIFT consulting services) are governed by SWIFT Consulting Terms and Conditions.

Furthermore, the Application Provider acknowledges that it should comply with, when being itself a SWIFT user, and/or ensure compliance by its End Users with the BIC policy (as available on SWIFT.com). In that respect, SWIFT users are always identified on SWIFT through their own BIC8 and remain fully responsible for all messages sent or received by them through an Application Provider. The Application Provider understands in particular that branch codes belong to the institution identified by the BIC8 and cannot be used to identify a separate legal entity or a third party.

- 2.3 The Application Provider shall operate at all times in accordance with this Agreement but also within the spirit of the Partner Programme. Without prejudice to the generality of the foregoing, the Application Provider undertakes in particular to:
- conduct its business in a way that does not adversely affect SWIFT's interests or business, products or services, goodwill, name, trademarks, or high reputation;
  - conduct itself with integrity, and act in accordance with the highest professional standards;
  - act in compliance with all applicable laws and regulations (including but not limited to anti-bribery and anti-money laundering regulations);
  - apply for, obtain and have renewed all permits, authorizations and licenses required for its activity at its own expense;
  - provide its End Users with accurate information about SWIFT, its services and products and the Lite2 for Business Applications Programme.
- 2.4 The Application Provider selects a specific business segment for which it wants to apply for certification with respect to its proposed Application. Upon successful certification of its Application, the Application Provider will be able to send and receive messages over the SWIFT network based on the messages that have been validated during the certification tests.
- 2.5 The Application Provider shall be responsible for assuring the submission by each of the End Users of an appropriate electronic form (as made available by SWIFT) for each such End User wishing to use Alliance Lite2 through the Application Provider and shall be responsible for informing its End Users of the SWIFT registration procedures. Application Provider shall also communicate to its End Users the types of SWIFT messages that are authorized to be sent through Application Provider and will promptly and appropriately notify End Users attempting to transmit any message types that are not so authorized. The Application Provider shall also be responsible for providing each of its End-Users with the initial guidance to complete its requirement to self-attest against SWIFT's security controls as set out in the Customer Security Controls Framework.
- 2.6 It is a condition precedent to the use of Alliance Lite2 by an End User that the End User (i) is and remains a duly registered SWIFT user and (ii) accepts use of Alliance Lite2 per SWIFT General Terms and Conditions and the Alliance Lite2 Service Description from time to time in effect. For these governance, operational and security reasons, each of the End Users willing to use Alliance Lite2 will be required to complete the above-mentioned electronic form available on swift.com to register as a SWIFT user and confirm acceptance of the applicable terms and conditions. Furthermore, the terms and conditions to be confirmed and accepted by each End User shall include those set out in the Policy for End Users set out in Annex 2. The Application Provider must assure (and shall bear responsibility for doing so) that either (i) SWIFT is provided with a copy of such Policy duly signed by each End User or (ii) if made available by SWIFT on swift.com, an electronic version of such Policy is accepted by each End User. SWIFT may refrain from accepting (or, if already accepted, SWIFT may revoke such acceptance) of any End User for which such document has not been received so signed or for which SWIFT does not have evidence of acceptance of an electronic version of such Policy. SWIFT may accept or reject any potential End User's request or application to become a SWIFT user in SWIFT's sole discretion under the terms and conditions governing SWIFT usership/membership.

- 2.7 The Application Provider will in principle represent its End Users towards SWIFT. However, SWIFT remains the direct contact towards those End Users for all matters relating to SWIFT usership/membership. When representing its End Users, the Application Provider warrants to SWIFT that it has all necessary authority, permissions and capacity to do so, including, without limitation, the authority to have access to, and to communicate with SWIFT regarding, (i) the SWIFT messages End Users send or receive over the SWIFT network and (ii) communications and documents between SWIFT and End Users. The Application Provider acknowledges and agrees to keep its End Users informed of all acts, orders, and subscriptions performed for them or on their behalf, and advises them of the terms and conditions applicable to them as a result thereof. The Application Provider will keep its End Users duly and timely informed of all relevant matters concerning their SWIFT messages and the transmission of such messages over the SWIFT network over the Application. The Application Provider shall ensure understanding by its End Users of the Lite2 for Business Applications solution & model.
- 2.8 The Application Provider is responsible for accessing the latest information made available by SWIFT in connection with the performance of this Agreement. The Application Provider shall regularly, or promptly upon SWIFT's prior written notice, consult the latest available information (typically on [www.swift.com](http://www.swift.com)).
- 2.9 SWIFT will invoice the Application Provider for the subscriptions, services and products, and the Application Provider will pay SWIFT the prices specified or referenced in Annex 3. Except as may be otherwise provided in the Agreement, SWIFT's Pricing and Invoicing – Ordering, Invoicing and Payment document applies to invoicing and payment. The Application Provider will pay SWIFT by direct debit. Each party will otherwise pay its own costs incurred in connection with the performance of this Agreement. Nothing in this document shall be construed as affecting the freedom for the Application Provider and its End Users to agree amongst themselves on any prices applicable for their use of SWIFT services and products.
- 2.10 The Application Provider acknowledges that its compliance with the terms of this Agreement, as well as its ability to properly service and/or increase the number and volume of End Users, is conditioned upon its compliance with the Lite2 for Business Applications Programme Security and Operational Framework and other terms set out in the Annexes hereto.
- 2.11 The Application Provider acknowledges and agrees that its End Users will also be allowed to use Alliance Lite2 to send messages directly on SWIFT without going through the Application Provider and using its Application(s).
- 2.12 The Application Provider must comply at all times with the terms, and adhere to the obligations and requirements, set forth in the Annexes hereto and accompanying documentation (including, but not limited to, the Lite2 for Business Applications Programme Security and Operational Framework ) and in its Commercial Stipulation.

### **3. SWIFT'S ROLE and RESPONSIBILITIES**

- 3.1 SWIFT shall give the Application Provider such access to information, marketing documentation and other materials as is reasonably necessary for the performance of this Agreement.
- 3.2 SWIFT agrees to give visibility to the qualified Application Provider and its certified and approved Application(s) and qualification with respect to the Lite2 for Business Applications Programme Security and Operational Framework through SWIFT's official website: [www.swift.com](http://www.swift.com). SWIFT reserves the right to remove Application Provider's name and/or any such status in the event of non-compliance by Application Provider with the applicable requirements and criteria set out in this Agreement.

The current list of visible statuses on the L2BA Directory:

- In assessment: the Application Provider is eligible but has not been qualified yet
- Qualified: the Application Provider has been inspected or subsequently self-attested and is in compliance with the Programme terms and conditions
- Terminated: the Application Provider has withdrawn from the Programme.

SWIFT reserves the right to alter the list of statuses from time to time in order to conform them to the terms of the then current Lite2 for Business Applications Programme Security and Operational Framework.

4. [Intentionally Omitted]

## **5. CO-OPERATION**

- 5.1 Each party shall assign a coordinator for the performance of this Agreement, and shall promptly notify the other Party if the coordinator changes. Contact details of the coordinator are provided in Application Provider's Commercial Stipulation.
- 5.2 The Parties agree to use all reasonable efforts to give regular feedback on the performance and execution of this Agreement and the Lite2 for Business Applications Programme.

## **6 COMMUNICATION**

- 6.1 Each Party acknowledges and agrees that the other Party may disclose or advertise the existence of this Agreement between them to any interested prospects or other third parties. The Application Provider consents to SWIFT's identification of Application Provider and its Application(s) as being part of the Lite2 for Business Applications Programme.
- 6.2 Any campaign, advertising or marketing collateral of Application Provider or referring to the 'Lite2 for Business Applications' offering or publication such as a press release by the Application Provider must first be approved by SWIFT. As such, SWIFT wants to ensure consistent naming and branding of its solution in all communications.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 Each Party owns, and will continue to own all right, title and interest in and to any material, software, information, trade secrets, materials, property that it owned prior to this Agreement, or that it created or acquired pursuant to this Agreement. In particular, any and all rights, including title, ownership rights, goodwill, copyright, trademarks, patents, and any other intellectual property rights of whatever nature, in the information, documentation and other materials made available by one Party to the other in connection with this Agreement will remain the sole and exclusive property of such Party or its licensors.
- 7.2 As indicated under article 2.1, the Application Provider is granted a non-exclusive, personal and non-transferable right to use and procure use of Alliance Lite2 for its End Users in accordance with the terms and conditions of this Agreement. In particular, SWIFT grants the Application Provider a non-exclusive, personal and non-transferable right to use information, documentation and other materials

made available by or for SWIFT to the Application Provider in connection with this Agreement as necessary for the performance of its obligations under this Agreement. Any such use must conform to any instructions or guidelines given by SWIFT to the Application Provider. Unless expressly provided otherwise, the Application Provider is not allowed to translate or modify such title, information, documentation and other materials, and may not embed, merge or otherwise integrate them into any other documentation or materials without the prior written approval of SWIFT.

- 7.3 The Application Provider grants SWIFT a non-exclusive, personal and non-transferable right to use the information, software and other materials made available to SWIFT by or for the Application Provider for the purpose of executing its rights and obligations under this Agreement and in particular in order to execute the certification process in accordance with the SWIFT Certified Application Programme. Such information and materials include the Application Provider's name and logo, which SWIFT may use to identify the Application Provider as being a participating Application Provider in the Lite2 for Business Applications Programme.
- 7.4 Application Providers must use SWIFT trademarks according to the *SWIFT Trademark Guidelines* available on [www.swift.com](http://www.swift.com) > About SWIFT > Legal > Trademark guidelines.

## **8. CONFIDENTIALITY**

- 8.1 Each party can use confidential information of the other party only for the purposes of exercising its rights or for performing its obligations in connection with the Programme and/or this Agreement.
- 8.2 Each party will keep confidential and not disclose the terms of this Agreement and other information, documentation and materials made available by or for the other party in connection with this Agreement, including the Lite2 for Business Applications fees, all in accordance with the non-disclosure agreement set out in Annex 4.
- 8.3 Notwithstanding any term to the contrary in this Agreement, SWIFT reserves the right to share with End Users confidential information (i) to the extent contemplated by this Agreement; (ii) relating to operational and security requirements set forth in the Lite2 for Business Applications Programme Security and Operational Framework ; and (iii) to share confidential information related to the Application Provider with its serviced End Users in exceptional cases and on a need-to-know basis only for the purposes relating to the provision, security (including forensic investigations) or support of the Application Provider's services provided in connection with the Lite2 for Business Applications Programme. For the avoidance of doubt, the Application Provider acknowledges and agrees that SWIFT and/or its users may share information regarding their Application Provider (such as the name, Partner Identification Code [PIC] and certification status). Furthermore, SWIFT may share confidential information to the extent, and under conditions, consistent with the confidentiality obligations set out in the SWIFT General Terms and Conditions.
- 8.4 For the purposes of on-site inspections with respect to the Lite2 for Business Applications Programme Security and Operational Framework, all SWIFT-appointed (third-party) auditors are bound by a confidentiality undertaking or obligations of confidence which are no less stringent than those that apply to SWIFT hereunder.

## **9. LIABILITY**

- 9.1 Subject to the limitations set forth below, each party shall be responsible and liable vis-à-vis the other for any and all damages, losses, injury, expenses or liabilities of whatever nature, arising out of any negligence in the performance of its obligations or any breach of its obligations, representation or warranty set forth in this Agreement.

- 9.2 In no event shall either party be liable to the other for any indirect, incidental, special, exemplary or consequential damages, including but not limited to loss of business or profit, revenue, even if the party has been advised of their possibility. Each party's exclusive remedy for claims related to the execution of this Agreement is limited to proven direct damages caused by the other party's fault and in an aggregate amount not exceeding EUR 100,000 (One Hundred Thousand Euro). These limitations of liability do not apply in the case of the indemnification obligations of the Application Provider set out here-below, nor in the case of fraud or willful misconduct. To be valid, a party must notify the other of its intention to file a claim no later than 3 months after the damaging event.
- 9.3 The Application Provider is liable towards its End Users for the provision of its own services. Nothing in the contractual framework with its End Users can be understood as a waiver of its responsibility, in particular with respect to compliance with security, confidentiality and integrity obligations. The Application Provider shall indemnify, defend and hold SWIFT and its directors, affiliates, employees and representatives (collectively, the "SWIFT Parties") harmless against any and all third-party (including End Users) claims and related losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by any of the SWIFT Parties arising out of or related to a breach by the Application Provider of any obligation, representation or warranty, set forth in this Agreement and the related SWIFT documentation, in particular any security or operational requirements imposed on the Application Provider.
- 9.4 For the sake of clarity, the parties' liability with respect to the provision and use of Alliance Lite2, the messaging services and any other SWIFT service or product shall be subject to its respective applicable terms and conditions and relevant service description.

## **10. TERM & TERMINATION**

- 10.1 This Agreement shall be of indefinite term, subject to termination as provided herein.
- 10.2 In case of breach by either party of its obligations under this Agreement, the other party shall be entitled to terminate this Agreement, in whole or in part, at any time immediately upon notice to the other party if such breach is material and (i) shall be incapable of remedy or (ii) not remedied within thirty (30) calendar days after notice of such breach shall have been given to the party in breach by the other party.
- 10.3 The following situations shall be considered as exceptional circumstances that may justify the early termination of this Agreement by the other party at any time immediately upon notice:
- a) Discontinuation by SWIFT of the Lite2 solution provided that the parties will agree to put a migration plan in place;
  - b) Bankruptcy, insolvency, moratorium, receivership, liquidation or any kind of composition between a party and its creditors, or any circumstances likely to affect substantially one party's ability to carry out its obligations under this Agreement;
  - c) Change of control or ownership of the Application Provider;
  - d) Loss by the Application Provider of its SWIFT Partner status, in particular in the case of a violation of anti-bribery or anti-corruption regulations.
  - e) Loss by the Application Provider of any of its Application certifications in accordance with the SWIFT Certified Application Programme.
  - f) A party becoming subject to sanctions laws or regulations that restrict the other party from dealing or doing business with such party.

- g) Application Provider fails to adhere to the Lite2 for Business Applications Programme Security and Operational Framework and SWIFT concludes in good faith that such failure presents a reasonable possibility of significant (a) service interruptions or service issues for End Users or (b) security issues or breaches. In all other events, the escalation process as documented in Annex 1A will apply.
- 10.4 It is understood that any Business Targets set forth in a Commercial Stipulation from time to time shall be aspirational rather than mandatory and, as such, failure to meet or attain such Business Targets shall not be grounds for termination for cause under article 10.2 hereof. Nevertheless, SWIFT reserves its right to terminate this Agreement for convenience pursuant to article 10.6 of this Agreement.
- 10.5 Should SWIFT amend this Agreement (including any Commercial Stipulation, but excluding any Business Targets), through the unilateral amendment procedure set out in article 14.2, and should Application Provider notify SWIFT in writing of its objection to such amendment before the date on which such amendment becomes effective (the "Amendment Effective Date"), such objection will automatically trigger the termination of this Agreement on the first anniversary of the Amendment Effective Date. During the time between the Amendment Effective Date and such termination, the terms of this Agreement shall, as to such objecting Application Provider, remain as they were immediately prior to such Amendment Effective Date until the termination of this Agreement, provided that during the period between the Application Provider giving notice of such objection and such termination (A) SWIFT may (i) remove references to the Application Provider and/or its Application(s) and/or qualifications from that part of SWIFT's website intended to give visibility to Application Provider's participation in the Lite2 for Business Applications Programme and (ii) cease to provide any commercial/marketing support for the Application Provider, or identification of the Application Provider, with regard to its participation in the Lite2 for Business Applications Programme and, unless otherwise agreed by SWIFT, any right granted to the Application Provider to use branding or materials associating Application Provider with the Lite2 for Business Applications Programme shall cease; and (B) the Application Provider shall not bring on any new or additional End User to the Lite2 for Business Applications Programme and shall cease to use any branding, collateral, materials or other publication or publicity associating the Application Provider with the Lite2 for Business Applications Programme.
- 10.6 Either party may terminate this Agreement for convenience by giving the other party at least fifteen (15) months prior written notice of termination. Following any such notice being given, the conditions set out in clauses (A) and (B) of article 10.5 shall apply.
- 10.7 In case the Application Provider ends or changes its relationship with one of its End Users in respect to the use of Alliance Lite2 or in the case of termination of this Agreement by one of the parties, the Application Provider will promptly notify SWIFT of such change as to allow SWIFT to revisit the terms of use of Alliance Lite2 by such End User as needed or as SWIFT considers appropriate.
- 10.8 In the event of termination of this Agreement (i) the parties shall use commercially reasonable efforts to assist affected End Users in finding alternative connectivity to SWIFT and (ii) SWIFT shall not be responsible for migration costs associated with moving End Users to alternative connectivity to SWIFT. For avoidance of doubt, should termination procedures set out under article 10.5 or 10.6 be in effect at any time, earlier termination pursuant to article 10.2 or 10.3 shall not be precluded.
- 10.9 The termination of this Agreement for whatever reason does not release the Application Provider of any of its obligations arising prior thereto or which expressly or by implication become effective or continue to be effective after such termination, such as obligations regarding confidentiality or liability.
- 10.10 Without prejudice to, and separate from, the procedures set out in articles 14.2 and 10.5, SWIFT reserves the right, to update from time to time, typically yearly, the Lite2 for Business Applications Programme Security and Operational Framework upon reasonable prior notice to Application Providers (including by email or on [www.swift.com](http://www.swift.com)). In the event an Application Provider cannot

agree to the new version of the Lite2 for Business Applications Programme Security and Operational Framework, the Application Provider must terminate its participation in the Lite2 for Business Applications Programme by providing SWIFT with three months' prior written notice thereof. This will necessarily result in such Application Provider's End Users having to find alternative connectivity to SWIFT as contemplated by article 10.8 hereof. Following any such notice being given, the conditions set out in clauses (A) and (B) of article 10.5 shall apply.

## **11. DATA PROTECTION**

Each party agrees to process the personal data obtained from the other party or relating to its staff according to applicable data protection laws and regulations. SWIFT may process personal data supplied in connection with this Agreement for purposes relating to accounting, records keeping, compensation calculation, partner management, marketing or provision of Alliance Lite2 or other SWIFT services, products, or events, and for the performance of this Agreement. SWIFT will process such personal data in accordance with its Privacy Statement, as available at the bottom of all [www.swift.com](http://www.swift.com) pages.

## **12. RE-SALES ACTIVITIES; INTEGRATED OFFERING**

- 12.1 During the term of this Agreement, the Application Provider shall not, nor shall it permit any of its affiliates to, resell or redistribute to any End User of an Application any service or product licensed or owned or offered by a third party that is not affiliated with the Application Provider, if such service or product competes with a SWIFT service or product. For avoidance of doubt, the preceding provisions of this article 12.1 are not intended to restrict or prohibit an Application Provider or its affiliates from selling or distributing to End Users any competing service or product that is owned by, or proprietary to, the Application Provider or such affiliate. The terms "owned by" and "proprietary to" shall for purposes of this article mean that an Application Provider or such affiliate holds a majority of all ownership rights in such competing service or product and effectively controls development of, and distribution rights to, such competing service or product.
- 12.2 It is understood that the Lite2 for Business Applications Programme is intended to enhance Application Provider's Application(s) offering and is not simply an opportunity to act as a reseller of Alliance Lite2. Therefore, the Application Provider warrants and agrees that it will always pair the Lite2 offering with one or more of its Application(s) and will not promote or offer Lite2 connectivity as a standalone service to End Users.

## **13. NOTICES**

- 13.1 Any notice required or formulated hereunder shall be personally delivered or sent by courier or registered mail, by fax or e-mail confirmed by courier or registered mail to the addresses for notices indicated in the Application Provider's Commercial Stipulation.
- 13.2 Any such notice shall be effective upon receipt.

## **14. MISCELLANEOUS**

- 14.1 SWIFT and the Application Provider are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other with regard to the performance of this Agreement or the provision or use of Alliance Lite2. This Agreement will not be construed to create or imply any partnership agency, or joint venture.
- 14.2 This Agreement is the complete and exclusive agreement between SWIFT and the Application Provider with respect to the subject matter hereof, and supersedes any other agreements or communications regarding the subject matter (including any "Early Adopter Agreement" relating to the Lite2 for Business applications solution that SWIFT and an Application Provider may have executed previously) and may, except as otherwise provided in this article, only be modified, or any rights under it waived, by writing executed by authorised representatives of both SWIFT and the Application Provider. Notwithstanding the preceding provisions of this article, SWIFT may unilaterally amend this Agreement (including any Commercial Stipulation) from time to time by posting the amendment or the amended terms on the Lite2 for Business Applications area of swift.com at least three (3) months prior to such amendment becoming effective. In addition to such posting, SWIFT may give prior notice of such amendment by email or through other means permitted under this Agreement. An Application Provider objecting to such unilateral amendment may exercise its termination right as provided under article 10.5. Notwithstanding the preceding provisions of this article 14.2, (i) SWIFT will not modify Business Targets that may be set forth in a Commercial Stipulation more than once in any two consecutive calendar years and (ii) as Business Targets are aspirational rather than mandatory, the Application Provider may not exempt itself from such modification of Business Targets nor exercise a termination right due to such a modification of Business Targets (iii) amendments made to the Lite2 for Business Applications Programme Security and Operational Framework are not subject to articles 14.2 and 10.5 of this Agreement and will be made pursuant to the terms of article 10.10, which is independent of, and separate from, those articles.
- 14.3 Failure or delay to enforce any term of this Agreement shall not constitute a waiver hereof.
- 14.4 If any provision of this Agreement is found to be unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of SWIFT and the Application Provider and the remainder of this Agreement will continue in full force and effect.
- 14.5 This Agreement will be governed by and construed in accordance with the laws of Belgium.

The parties will use best efforts to amicably resolve any issues that may arise between them in relation to this Agreement. They will escalate any such issues to their highest level of management, before attempting to solve their dispute according to the CEPANI Rules of Mediation ([www.cepani.be](http://www.cepani.be)).

Any disputes not solved by mediation within three months upon a party's request to initiate mediation will be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those rules ([www.cepani.be](http://www.cepani.be)).

Mediation and arbitration will take place in Brussels, and in English.

- 14.6 Neither party shall assign or transfer any of its rights, or delegate any of its obligations, under this Agreement without the other party's prior written consent. Without first disclosing all material details to SWIFT and obtaining SWIFT's prior written consent, the Application Provider will not delegate or outsource or subcontract any obligation it may have or otherwise rely on another entity with respect to hosting or operating the software or hardware associated with Lite2 or SWIFT connectivity; or carrying out its obligations under this Agreement or supplying any Application(s), especially any operational or security responsibilities with regard to the Application(s) or the Lite2 for Business Applications service contemplated by this Agreement. SWIFT reserves the right to use subcontractors to carry out any on-site operational and security inspections and related activities, with SWIFT always remaining responsible for the performance by such subcontractors of such inspections and activities.

## **15. AUDIT**

- 15.1 SWIFT reserves the right to assess continued compliance with the Lite2 for Business Applications Programme terms and conditions and, in particular the Lite2 for Business Applications Programme Security and Operational Framework, at least every 3 years, by asking for supporting documents and/or information at any time during the term of the Agreement but also by consulting public sources, conducting onsite inspections, and/or collecting serviced SWIFT End Users' feedback.
- 15.2 SWIFT may request a new on-site inspection if, within this 3-year period, (i) SWIFT criteria have significantly changed (changes of criteria that impact operational security (for example, confidentiality, integrity, and availability) are considered as significant changes), (ii) in case of reported security or operational incidents, (iii) based on previous on-site inspection results or risk(s) profile identified or (iv) there exist reasonable doubts about Application Provider's compliance with operational or security requirements.
- 15.3 New Application Provider applicants are subject to a full on-site inspection against the Lite2 for Business Applications Programme Security and Operational Framework within 3 months after their application. SWIFT can suspend or reject a new Application Provider's application if such on-site inspection cannot be successfully concluded (meaning there is compliance with all security and operational requirements) during such 3 month period.
- 15.4 SWIFT will use all reasonable efforts to perform the on-site inspection in a way that does not interfere with the Application Provider's normal business conduct. Charges for inspections/audits are per Annex 3.

### **ANNEXES:**

- Annex 1A : Lite2 for Business Applications - Qualification Process
- Annex 1B : Lite2 for Business Applications - Security and Operational Requirements
- Annex 1C : Certification of the Application
- Annex 2 : Policy for End Users
- Annex 3 : Financial Terms
- Annex 4 : Mutual NDA

## **ANNEX 1A**

### **ANNEX 1A LITE2 FOR BUSINESS APPLICATIONS – QUALIFICATION PROCESS**

#### **1. APPLICATION**

All applicants that wish to qualify as an Application Provider under the Lite2 for Business Application Programme must submit the relevant form(s) available on [www.swift.com](http://www.swift.com) and/or as otherwise directed by SWIFT.

SWIFT assesses each application against the eligibility criteria set out in article 1 'Eligibility' of the Lite2 for Business Application Terms and Conditions. In that respect, SWIFT will assess the Application Provider's ability to comply with the applicable business, legal and financial, Security and Operational requirements, as well as the certification of the application itself.

Applicants that satisfy the eligibility criteria are considered for admission by SWIFT. SWIFT reserves the right, at its sole discretion, to accept or refuse the admission of an applicant.

The registration qualification process as highlighted in the following sections requires the active co-operation of the applicant Application Provider. Any timeline specified under the Programme or separately with the applicant is conditioned upon the applicant giving SWIFT timely access to all information and systems relevant to the qualification (such information must be accurate, complete, and timely). While SWIFT uses all reasonable efforts to meet the agreed date of operational compliance in accordance with the estimated schedule, it is not liable or responsible for failing to do so.

The application remains pending until all requested documents are provided to SWIFT. If SWIFT does not receive all the requested information within 3 months following the date of request, then SWIFT reserves the right to reject the application. In any event, SWIFT reserves the right to reject an application at any time prior to admitting a prospective Application Provider to the Programme.

#### **2. Business eligibility criteria**

During the qualification process the applicant shall provide the following details:

- Name of the Application
- Target market segment(s): Corporates, Securities, Trade, etc.
- Number of customers using the application
- Number of expected new customers to use SWIFT via the Lite2 for Business Application service per year
- Region(s) where you wish to offer embedded Lite2: Americas, EMEA and/or Asia Pacific
- Company revenue in the previous year
- Existing customer references for L2BA programme
- Existing SWIFT capabilities of the application/service
- Supported SWIFT message types
- Additional message formats (if any)
- Brief explanation of service functionality
- The business segments which are of interest

Once the above mentioned information has been validated by SWIFT, a demo of the application will be required and an approval notification from the targeted business market segment.

Following a positive first assessment, SWIFT asks the potential Application Provider to submit the required additional documentation to perform the legal and financial compliance checks. If the original documentation is not in English, then the applicant is requested to provide, in addition to the original documentation, an English translation of the document. SWIFT reserves the right to supplement the above requests for information or documentation as it deems necessary or advisable.

Following a negative first assessment, SWIFT sends a rejection notice to the applicant.

### 3. Legal and Financial compliance checks criteria

In order for SWIFT to assess compliance of an Application Provider with the legal and financial eligibility criteria described under Eligibility, SWIFT consults information in public sources and asks the Application Provider to provide corporate documentation, including but not limited to:

- letter of representation
- certificate of Incorporation
- letter of financial auditor
- annual reports of last 3 years with financial statements
- articles of association and by-laws
- tax certificate
- insurance certificate covering professional liability for an amount of at least 1 (one) million euro
- board of Directors and representatives that are authorised to sign on behalf of the company
- towards third parties
- list of shareholders with details of the ultimate shareholders

Based on the received documentation, SWIFT assesses compliance with the legal and financial eligibility criteria. The financial compliance check includes the analysis of the financials and (for existing Application Providers) the payment history of SWIFT invoices.

In conducting the assessment, SWIFT may solicit the views of the relevant National Member or User Group or those entities within the same group of companies as the applicant that are already admitted under the Programme.

Good payment behaviour is defined as a settlement of all undisputed invoices within the standard credit settlement terms of 30 days net date of invoice. Any Application Provider that accrues more than 60 days overdue more than three times in any calendar year or fails to pay fees within 90 days of the due date is considered to be in non-compliance with the legal and financial eligibility criteria.

If an application provider is a SWIFT shareholder or is SWIFT shareholder-owned, then the legal and financial assessments are executed as part of a separate process (that is, the continued due diligence checks on such SWIFT shareholder(s)).

SWIFT reserves the right to supplement the above requests for information or documentation as it deems necessary or advisable.

The outcome of the assessment can be either of the following:

- **Compliant:** the application is compliant with the above-mentioned eligibility criteria.
- **Non-compliant:** the application is rejected. A notification is sent to the applicant. An application can also be rejected based on a time-out implying the failure of the applicant to provide complete documentation on time.

#### **4. Business Application Certification**

The application of the Application Provider must meet a set of predefined criteria for a selected business segment. The applicant must undergo the certification of the application annually and fulfil the criteria as set out in Annex 1C.

#### **5. Security and Operational requirements**

All applicants applying for the Lite2 for Business Applications Programme must comply with the Lite2 for Business Applications Programme Security and Operational Framework and are subject to an operational and security compliance assessment performed through an on-site inspection.

##### **5.1 Data collection**

At least one month before an on-site inspection is scheduled, Application Provider receives instructions by e-mail.

Application Providers are requested to provide information during the on-site inspection. If the original information or document is not in English, then the Application Provider is requested to provide, in addition to the original information or document, an English translation of the information or document.

Application Providers can provide recent, positive, and internationally recognised Trusted Third Party assurance report(s) such as ISO27001, ISAE 3402, ISAE 3000, or PCI-DSS to demonstrate their compliance with the Programme requirements. SWIFT can, but is not obligated to, rely on these reports to reach its conclusions.

##### **5.2 Assessment**

After the on-site inspection, a detailed draft report is generated, allowing the Application Provider to formulate comments with regard to any identified points of non-compliance. The draft report is followed by a final report with a rating.

The rating can be one of the following:

- Substantially meets requirements, with noted deviations (if any) having no/minimal negative impact  
Most internal controls and processes inspected are operating effectively and substantially comply with Security and Operational Requirements. Taken together or individually, any issues identified have no or only a minimal negative impact on the inspected Infrastructure of the Application Provider and its capacity to provide service as defined in the Security and Operational Requirements.
- Partially meets requirements, with noted deviations having considerable negative impact  
A considerable portion of the inspected internal controls and processes need improvement to be fully effective and to comply with the Security and Operational Requirements. Taken together or individually, issues identified have had or could have a considerable negative impact on the inspected infrastructure of the Application Provider and potentially impair its ability to fully meet its capacity to provide service as defined in the Security and Operational Requirements.
- Substantial deviations from the requirements noted, with widespread significant negative impact  
Reviewed internal controls and processes appear to be largely ineffective and substantially deviate from Security and Operational Requirements. Issues identified during the review would require

immediate Management attention to ensure the capacity of the Infrastructure of the Application Provider for providing services as defined in the Security and Operational Requirements. Internal controls and processes that are not operating effectively and that have a considerable or significant impact must be addressed before the qualification being completed

## **6. Duration of the Qualification**

### **6.1 Qualification as an Application Provider**

Qualification as an Application Provider is valid for an unlimited period of time, provided that the Application Provider continues to comply at all times with the eligibility criteria as defined under the Lite2 for Business Applications Terms and Conditions and, in particular, with the Security and Operational Requirements as set out in the Lite2 for Business Applications Programme Security and Operational Framework.

### **6.2 Security and Operational compliance**

SWIFT will perform an on-site inspection to assess compliance with the Security and Operational Requirements typically once every three (3) years.

SWIFT may request a new on-site inspection if, within this 3-year period:

- SWIFT criteria have significantly changed. Changes of criteria that impact operational security (for example, confidentiality, integrity, and availability) are considered as significant changes.
- In case of reported security or operational incidents
- Based on previous on-site inspection results or risk(s) profile identified, there exists reasonable doubts about Application Provider's compliance with operational or security requirements

If SWIFT has reasons to believe that the Application Provider no longer complies with the applicable Security and Operational Requirements, SWIFT will notify the Application Provider about its non-compliance and discuss possible remedies and remediating actions.

### **6.3 Continued Compliance**

The Application Provider must comply with the Security and Operational Requirements, both at the time of applying for qualification and during the entire term of their participation in the Programme.

Failure to comply with the applicable responsibilities may be cause for termination of the Application Provider's participation in the Programme.

In the years that an Application Provider is not subject to an on-site inspection, SWIFT may from time to time request a self-attestation of continued compliance with the Programme or perform additional tests.

The Application Provider must inform SWIFT immediately if it cannot securely maintain such continued compliance at any time after being qualified (for example, due to incidents or changes to its infrastructure or services).

### **6.4 Continued compliance assessment**

SWIFT reserves the right to assess continued compliance with the Security and Operational Requirements and any related contractual documentation at least every 3 years, by asking for supporting documents or information at any time during the term of the Programme but also by consulting public sources, conducting on-site inspections, and/or collecting serviced SWIFT End Users' feedback.

## **7. Renewal**

### Introduction

SWIFT reserves the right to assess continued compliance with the Security and Operational Requirements and any related contractual documentation by on-site inspection at least every 3 years, and in addition, by asking for supporting documents or information at any time during the term of the Application Provider's participation in the Programme as previously mentioned in the above section 6 of this Annex and in article 15 (Audit) of these Terms and Conditions.

The applicable compliance criteria will be those established in the Programme Terms and Conditions at the time of the on-site inspection.

### 7.1 Overview of renewal conditions

A renewal is subject to:

- A new legal and financial due diligence process to check the continued adherence with legal and financial eligibility requirements.
- A new on-site inspection assessing the compliance with the Security and Operational Requirements as set out in the Lite2 for Business Applications Programme Security and Operational Framework.
- A yearly renewal of the used business application(s).

Note: The certification criteria for a business segment may change from year to year to reflect market evolution and End User needs. In case of criteria changes, SWIFT may require re-validation. In selective cases, only technical validation is required for renewal. SWIFT maintains discretion to mandate re-certification of the application ensuing a major release change to the software as set out in Annex 1C

### 7.2 On-site inspection

SWIFT may request a new on-site inspection if, within this 3-year period, (i) SWIFT criteria have significantly changed (changes of criteria that impact operational security (for example, confidentiality, integrity, and availability) are considered as significant changes), (ii) in case of reported security or operational incidents, (iii) based on previous on-site inspection results or risk(s) profile identified or (iv) there exist reasonable doubts about Application Provider's compliance with operational or security requirements as mentioned in article 15 (Audit) of these Terms and Conditions.

On-site inspections performed in the context of assessing compliance with the Security and Operational Requirements are always at the expense of the Application Provider. The costs and expenses are referenced in Annex 3 (Financial Terms).

### 7.3 Consequences of a renewal failure

A failure to comply with these renewal requirements has the following consequences:

Qualification as Lite 2 Business Application Provider is removed and escalation process described in next section is triggered.

## **8. Escalation process:**

In case of non-compliance with the qualification conditions, including non-compliance with Security and Operational requirements as set out in the Lite2 for Business Applications Programme Security and

Operational Framework identified by SWIFT after an on-site inspection, the escalation process is invoked as follows:

- **Step 1: Removal from the Alliance Lite2 for Business Applications Providers SWIFT directory ("de-listing")**

The de-listing occurs when the Application Provider is not compliant with eligibility criteria and the requirements outlined on page 2. The delisting has no impact on the continuity of the Application Provider operation. This step typically is invoked if observations from inspections or self-attestations are not proven remedied 6 months after an inspection report is issued or a self-attestation was submitted.

- **Step 2: Suspension**

This step is triggered by either of the following cases:

- Continued non-compliance 3 months after the de-listing from the L2BA Directory with no commitment from the Application Provider to remediate in the short-term. This means the inability to register additional customers as long as the non-compliance continues.

SWIFT reserves the right to notify the existing Application Provider customers that their Application Provider is suspended from the Lite2 for Business Application Programme because of continued non-compliance with the requirements.

- Non-compliance 9 months after an initial inspection of a new Application Provider that has never been listed in the L2BA Directory.

- **Step 3: Termination**

This step is triggered in case of continued non-compliance 3 months after the suspension with no commitment from the Application Provider to remediate in the short-term. In addition to the actions taken in Step 1 and Step 2, termination has the following consequences for the Application Provider:

- Termination of all granted licences, such as licences for the User Handbook
- Termination of all access rights, such as access to support services and online ordering
- Revocation of the right to use certificates and titles
- De-activation of the partner identifier and ASPX code allocated to the Application Provider
- Obligation for the Application Provider to, at SWIFT's request, destroy or return those SWIFT services and products which are still in its possession
- In case of insolvency, bankruptcy, liquidation and other similar circumstances of an Application Provider, the termination of the Application Provider from the Programme takes place with immediate effect.
- Application Provider will coordinate with SWIFT and find an alternative solution for the SWIFT End Users during the transition (3 months from the day they have been notified by the Application Provider or SWIFT, as the case may be)
- In the case of termination (either SWIFT or the Application Provider) of its participation in the Programme, SWIFT will promptly notify each of its serviced SWIFT End Users

### **Termination for Serious Non-Compliance**

Nothing set out in this Annex or elsewhere in this Agreement shall prejudice SWIFT's rights to terminate the Agreement for serious non-compliance with Security and Operational Requirements, or as may be otherwise permitted under article 10 of the Lite2 for Business Applications Terms and Conditions.

## **9. Handling of Individual Users of Application Provider**

### **Application Provider must assist serviced SWIFT users during the transition**

In the case of termination (either by SWIFT or by the Application Provider) of its participation in the Programme, the Application Provider agrees to take the following measures:

- promptly notify each of its serviced SWIFT users thereof
- enable its serviced SWIFT users to make alternative arrangements, offer, to the extent authorised under this programme or applicable laws, its serviced SWIFT users to continue performing as their Application Provider for a period of at least three months after such notification.

Application Provider acknowledges and agrees that SWIFT reserves the right to contact the serviced SWIFT users impacted by the termination. After termination, SWIFT reserves the right to provide serviced SWIFT users with direct assistance to find an alternative way of connecting to SWIFT network.

SWIFT reserves the right to charge the Application Provider for any additional support costs that is caused by a lack of assistance to the serviced user in transition.

### **Termination by the Application Provider of a serviced user**

Before ceasing to act as an Application Provider for a serviced user, the Application Provider must demonstrate to SWIFT that it has notified the serviced user of such termination with 3 months' prior notice, and must ensure reasonable efforts to support the serviced users in finding alternative connectivity to SWIFT.

### **Termination by a serviced user**

If the serviced user notifies SWIFT of its intention to terminate its connectivity through the Application Provider, then SWIFT informs the Application Provider thereof prior to deactivating the serviced user's connection through the related Application Provider.

### **Surviving obligations**

More generally, termination of an Application Provider participation in the Programme for whatever reason does not release the Application Provider of any of its obligations arising prior thereto or which expressly or by implication become effective or continue to be effective after such termination, such as obligations regarding confidentiality or liability.

## **ANNEX 1B SECURITY AND OPERATIONAL REQUIREMENTS**

[The Lite2 for Business Application Security and Operational Framework is published in the SWIFT the Knowledge Centre. The Lite2 for Business Application Providers can get access to it via their SWIFT.com account. The Application Providers that are not yet registered in the Partner Program can obtain the content of this annex by contacting their SWIFT Account Manager.]

## ANNEX 1C

### CERTIFICATION OF THE APPLICATION

**Certification of the Application falls under and must always comply with the conditions of the SWIFT Certified Application Programme, details of which can be found on [SWIFT.com](http://SWIFT.com) > Products & Services > Partners > SWIFT Certified Applications.**

#### **Focus**

The Application that is the subject of the certification must operate to the satisfaction of SWIFT and its users. The software must meet a set of predefined criteria for a selected business segment, which validates the software capability to provide Straight-Through Processing (STP) and value added services for SWIFT messaging.

SWIFT does not certify dedicated applications that are developed for particular End Users or applications that need a high degree of customization prior to implementation.

Certification of an application is granted for a period of one year, and must be renewed annually. The certification criteria for a business segment may change from year to year to reflect market evolution and End User needs. In case of criteria changes, SWIFT may require re-validation. In selective cases, only technical validation is required for renewal. SWIFT maintains discretion to mandate re-certification of the application ensuing a major release change to the software.

The certification Programme tests SWIFT-specific features of the product. It is not meant to replace any product acceptance testing the Application Provider must pursue within its organization before submitting the application to this Programme.

#### **Process**

The Application Provider reviews the relevant criteria documents for a preferred business segment from the SWIFT Certified Application Programme and informs SWIFT of the message types which it wishes to be certified on. SWIFT then analyses the request and determines whether the application satisfies the set of criteria, as applicable.

If the criteria are met, the Application Provider and SWIFT prepare for a technical validation. The Application Provider runs the required product tests according to the business segment specifications with the SWIFT certification team. After a successful technical validation, the Application Provider performs the functional validation. Via a webinar, the Application Provider presents a detailed demonstration of the application to SWIFT business experts who then assess compliance to SWIFT's functional validation criteria. The content of the presentation is agreed upon beforehand.

Note that during the set-up and design phase SWIFT will confirm to the Application Provider the messages that will be configured on the ASP Bridge.

After successful functional validation, the application is approved to go live. Once the first End User is successfully implemented, the application is considered certified.

**Technical Requirements:**

Test Activity		Validation
Message Validation	Outgoing	Mandatory messages per segment criteria (MT, MX)
	Incoming	Mandatory messages per segment criteria (MT, MX)
Standards	Standards Release	applicable Standards Release
	Market Practice (if applicable)	e.g. SMPG corporate actions market practice, event interpretation grid, ...
	Rule Book Ref (if applicable)	e.g. E&I rulebook, implementation guidelines, Funds 4.0, MFVR and SWIFT for Corporates implementation guidelines
Connectivity	ASP Bridge	MultiBIC AutoClient (more than one may be required depending on number of End Users/ BIC 8s)
	Message Format	RJE or XML v2 ; FileAct - enhanced header
Reference Data Directories (if applicable)	BIC Directory, Bank Directory Plus & IBAN Plus	Scenario based testing applicable
	Integration	Screenshot verification

**Functional Requirements:**

Application Demonstration
• Main application functionality
• Architecture and components overview
• MT/MX message standards validation
• Compliance with Market Practice, if any
• Compliance with Standards Rule Book
• Information on services integration (SWIFTRef, ...)
• Information on workflow processing
• User interface design, usability

## **ANNEX 2**

### **POLICY FOR END USERS**

#### **Introduction**

SWIFT is active in the field of secure messaging services, and offers various services and products supporting communications between its customers worldwide;

The Business application Provider supplies a business application to its customers (hereafter referred to as 'End Users') and has opted to include SWIFT messaging services in that offer;

SWIFT has developed a new cloud-based service: Alliance Lite2 for Business applications (abbreviated hereafter 'Lite2 for Business applications ') - that provides easy, secure and low cost access to SWIFT messaging for the End Users. Those End Users would apply to become SWIFT users.

#### **Purpose of the document**

This document sets out SWIFT's policy with respect to a SWIFT user that wants to use SWIFT's messaging service via a Business application Provider ('Application Provider'). To that end, SWIFT users will rely on the Application Provider using the 'Lite2 for Business Applications' solution.

The *Policy for End Users* forms an integral part of the contractual arrangements between SWIFT and its users. It must be read along with any other specific terms and conditions relating to the provision of other relevant SWIFT services and products, as specified elsewhere in the relevant SWIFT contractual documentation.

#### **Audience**

This document is intended for the following audience:

- SWIFT users that want to understand the policy that governs the use of an Application Provider.
- Application Providers on Lite2

This Policy will be available on SWIFT.com and may be amended from time to time by SWIFT. In any event, SWIFT may amend this Policy from time to time by publishing the new version on SWIFT.com or otherwise making such new version available to End Users.

#### **SWIFT-defined terms**

In the context of SWIFT documentation, certain terms have a specific meaning. These terms are called SWIFT-defined terms (for example, customer, user, or SWIFT services and products). The definitions of SWIFT-defined terms appear in the SWIFT Glossary.

#### **Related documentation**

- Partner Programme Terms and conditions
- SWIFT General Terms and Conditions
- SWIFT Corporate Rules
- SWIFT By-laws
- SWIFT Personal Data Protection Policy
- SWIFT Customer Security Controls Framework
- SWIFT Customer Security Controls Policy

## **The Lite2 for Business Applications Solution**

### **1.1 Overview**

#### **High level of security and resilience**

As a general principle, the Lite2 for Business Applications Programme is designed to maintain a high level of security and resilience around the provision of SWIFT's messaging services in the event that SWIFT users decide to use an Application Provider.

In that respect, this Programme includes legal and financial eligibility criteria as well as a SWIFT certification of the Application and adoption by the Application Provider of certain SWIFT operational and security requirements. Details on the eligibility criteria and certification process can be found under the Partner Programme on SWIFT.com or upon request to SWIFT.

### **1.2 General Principles**

#### **Definition of an Application Provider**

An Application Provider is an organisation that has been admitted under the SWIFT Partner Programme and related documentation as authorised to provide messaging services on the SWIFT network through the Lite2 for Business applications solution.

#### **Benefiting from security features**

The Application Provider is not entitled to use for its own benefit the security features allocated to its End Users, except when performing testing on an isolated test bed environment and with the End User's consent.

### **1.3 End User's Roles and Responsibilities**

#### **Responsibility to connect through the Application Provider**

End Users that decide to connect through an application service provider shall do it under their own responsibility. SWIFT disclaims any liability for the acts, faults, or omissions of the Application Provider.

SWIFT encourages all users considering to use the Application to undertake all due diligence that they believe is necessary.

An End User that leaves, or changes its Application must inform promptly SWIFT with, to the extent possible, at least three months advance notice of its intention to do so. If an End User decides to use several Application Providers, it will have to order separate BICs to be associated with the respective Application Providers.

#### **Removal of an Application Provider**

In the exceptional case that SWIFT would remove an Application Provider from its Lite2 for Business Applications Programme, SWIFT will use all commercially reasonable efforts to notify the impacted SWIFT users at least three months in advance (or, in an emergency, as much advance notice as possible) of the removal of its Application Provider from the Lite2 for Business Applications Programme. Such a removal does not affect the End User's right to continue to use Alliance Lite2 to send messages directly with SWIFT, i.e. without going through the Application. In due time, the invoice for the SWIFT related fees will then be sent to the End User directly instead of the Application Provider.

## **Removal of an End User by an Application Provider**

End Users understand and agree that their Application Provider may terminate their appointment to service them, by, to the extent possible, notifying the terminated End User and SWIFT at least three months in advance.

## **Other End User responsibilities**

The Application Provider will in principle represent its End Users towards SWIFT. The Application Provider acknowledges and agrees to keep its End Users informed of all acts, orders, and subscriptions performed for them or on their behalf, and advises them of the terms and conditions applicable to them as a result thereof. However, SWIFT remains the direct contact towards its End Users for any matter related to SWIFT usership/membership.

An End User must ensure that the scope of rights that it grants to its Application Provider in respect of SWIFT Alliance Lite 2 and related services and products is aligned with SWIFT applicable documentation. Also an End User that decides to use the Application must ensure that its selected Application Provider is bound by no less stringent obligations than those incumbent upon the End User under its contractual arrangements with SWIFT.

An End User remains responsible to SWIFT for due performance and observance by its Application Provider of those of its obligations it may decide to sub-contract to it. In particular, a failure by the Application Provider selected by its End User to comply with these obligations may result in the suspension or the termination of the End User's access to and use of the SWIFT services and products through such Application Provider.

In particular, the End Users have the following responsibilities:

- Control how the Application Provider manages access to, and the use of, the SWIFT messaging services and, in particular, ensure that all security features allocated to the End User to secure its access and use of the SWIFT messaging services are securely operated and kept safe to prevent any unauthorised access to or use of the SWIFT messaging services.
- Ensure that the Application Provider maintains and documents an acceptable level of security standards for message confidentiality, integrity, and systems availability.
- Ensure that the Application Provider is bound by no less stringent obligations of confidence than those applicable to it as a SWIFT user in respect of information related to SWIFT services or, more generally, SWIFT operation.
- Select and use an Application Provider which has a certified Application at all times.
- Ensure all traffic that is intended to go to the SWIFT messaging services is processed by the Application Provider accordingly.

## **An End User's responsibility for all messages sent and received**

To avoid any doubt, End Users as identified on SWIFT through their own BIC remain fully responsible for all messages sent or received by them through an Application Provider. In particular, SWIFT users recognize that the delivery of a message to the SWIFT Alliance Lite 2 operated by an Application Provider is considered to be a delivery of that message to them.

Use of an Application Provider does not affect the responsibility of the End User for all messages emanating from the End User and identified by the BIC8 of the End User.

End Users also acknowledge that the types of SWIFT messages that can be sent through an Application Provider are limited and depend on the certified Application. The list of authorised SWIFT message types is made available to the End Users by SWIFT or the Application Provider upon request.

The End Users have also the option to send messages on Alliance Lite2 directly to SWIFT when not using the certified Application.

End Users acknowledge that should they send or receive any SWIFT messages, whether of a type authorized in connection with the certified Application or otherwise, the Application Provider will have access to such messages, except to the extent SWIFT has agreed with End User to implement (and has implemented) customized set-ups and/or configurations with respect to the messages in question.

## **Customer Security Controls Framework and Customer Security Controls Policy**

While customers are responsible for protecting their own environments and access to SWIFT, SWIFT has published the Customer Security Controls Framework (CSCF) and the SWIFT Customer Security Controls Policy (CSCP) to support SWIFT users in the fight against cyber fraud. The CSCF establishes a common set of mandatory and optional security controls designed to help customers to secure their local environments and to foster a more secure financial ecosystem. The CSCP describes the obligation for SWIFT users to self-attest against the SWIFT security controls set out in the CSCF.

## **Confidential information**

Users agree that SWIFT may share their confidential information with their Application Provider and that the Application Provider can also share such information with SWIFT, for the execution of its contractual obligations and for legitimate purposes, such as provisioning, support, security, operational, or reporting purposes or in order to market any SWIFT products or services that could meet the needs of the End Users.

## **1.4 Application Provider requirements**

### **1.4.1 Requirements Relevant to Users**

#### **Qualifying with SWIFT**

Any organisation willing to operate as an Application Provider within the scope of the SWIFT Lite2 for Business Applications Programme, and meeting the respective eligibility criteria must first qualify with SWIFT.

All qualified Application Providers, including those that are also SWIFT End Users, must comply with the Partner Programme - Terms and Conditions (as a Registered Provider) and the additional Application Provider operational and security requirements.

#### **Service level agreement implementation**

The Application Provider must provide the End Users with a service level agreement based on the Lite2 for Business Applications Programme (operational and security requirements issued and amended by SWIFT from time to time).

While, in principle, the Application Provider will be the prime contact for its End Users on the use of SWIFT and is expected to be able to deal with questions or issues raised by its End Users in connection with their use of the selected SWIFT services and products, a SWIFT user may still contact SWIFT directly and SWIFT may still have direct communication with them, as appropriate, on SWIFT usership/membership and on the other SWIFT services and products.

As indicated above, with respect to the predefined set of SWIFT products and services, the Application Provider will be the main channel of communication to the End User but the Application Provider acknowledges that in exceptional circumstances, SWIFT can still communicate directly with its SWIFT users.

**For those End Users of an Application Provider that has agreed with SWIFT that Application Provider will provide Centralized Billing whereby Application Provider will be invoiced, and make payment, for SWIFT services and products used by its End Users, the following paragraph applies:**

For a predefined set of SWIFT products and services that will be offered by the Application Provider to its End Users and ordered by the Application Provider on behalf of its End Users, SWIFT will invoice the Application Provider, and the Application Provider will pay all fees and charges due for the use of these SWIFT services and products by the End Users. In such case, the Application Provider will act as an intermediary in the sense of article 28 of the EU VAT directive. If the Application Provider does not pay all such fees and charges in a timely manner, then SWIFT is entitled to suspend or terminate the provision of SWIFT services and products to the End Users concerned.

We confirm our agreement with the Policy for End Users:

Name of End User: \_\_\_\_\_

By \_\_\_\_\_

Name:

Title:

Date:

## ANNEX 3

### FINANCIAL TERMS

Pricing applicable is that published in the SWIFT price list or furnished by quotation or otherwise notified in writing by SWIFT, all as amended from time to time by SWIFT. Variations from standard pricing applicable to the Lite2 for Business Applications Programme must be reflected in the Commercial Stipulation of the Application Provider. Subject to the preceding provisions, Application Provider indicative and other pricing terms previously reflected in the Agreement of an existing (as of 1 June 2017) Application Provider continue in effect unless otherwise indicated to the contrary in this version of the Lite2 for Business Applications Terms and Conditions. For avoidance of doubt, notwithstanding any term to the contrary in an Agreement, the specific amounts referenced below are in effect as of the date of publication of this document (15 June 2017).

The fees indicated below in this Annex are indicative as of the date of publication of this document (15 June 2017).

1. Application Providers wishing to be admitted to this Programme are charged for the compliance and assurance checks against the Programme requirements. These charges are as follows, and supersede any previously agreed charges not consistent with those below:
  - Legal and financial compliance checks: EUR 2,500 per check taking place every 3 years
  - Application certification: EUR 5,000 per label renewed every year
  - On-site operational and security requirements compliance checks (typically every 3 years) for Application Providers : EUR 6,000 per year
    - o In case of non-compliance with the operational and security checks, follow-up on remote checks to obtain full compliance will be charged at a daily man day rate of: EUR 1,000
    - o Travel and expenses to perform the onsite inspection are charged separately per the SWIFT Travel and Expense Policy (available on request to SWIFT).
  
2. Application Providers subscribing to the Programme after 1 June 2017 should refer to their Commercial Stipulation for prices relating to:
  - Application provider products and services
  - Products and services purchased by the end
  - Optional added value features

## ANNEX 4

### MUTUAL NDA

Each Party wishes to protect its information which will come to the other Party's knowledge in the context of the discussions, communications and other arrangements between the Parties in connection with the performance and execution of the Agreement of which the Lite2 for Business Applications Terms and Conditions are a part (hereafter referred to as the "Purpose"):

#### 1. **Agreement**

In consideration of a Party (hereafter referred to as the "**Disclosing Party**") agreeing to disclose or procure the disclosure of certain information to the other Party (hereafter referred to as "the **Receiving Party**") from time to time in connection with the Purpose, the Parties agree that the following terms and conditions shall apply to all disclosures of Confidential Information in relation to or in any way concerning the Purpose.

#### 2. **Confidential Information**

Any information, data and/or materials of whatever kind or nature (or any portion thereof) that may become known to the Receiving Party or is otherwise transmitted to the Receiving Party in connection with the Purpose, by whatever means and in whatever form (including (but not limited to) information and/or data communicated orally), related to the Disclosing Party or any of its Affiliates (as defined herein) or their respective business operations or customers (hereafter referred to as "the **Confidential Information**"), shall be considered as confidential and proprietary to the Disclosing Party and, without prejudice to the other terms of this NDA shall be treated as such by the Receiving Party.

The Confidential Information includes (without limitation) inventions, products, services, strategy, personnel, methods of doing business, research and development activities, know-how, customers, shareholders, trade secrets, commercial secrets, computer programs or finances.

The Confidential Information may also include information which has been submitted to the Disclosing Party by third parties, and which the Disclosing Party has been authorised to disclose, subject to security measures or confidentiality provisions, or other agreements. In such case, the Receiving Party accepts that the terms of this NDA shall be deemed to be also for the benefit of the Disclosing Party and any such third parties.

However, the Confidential Information does not include information that the Receiving Party can prove by written records:

- (1) was in the public domain at the time it became known or was transmitted to the Receiving Party;
- (2) becomes part of the public domain thereafter through no breach of this NDA;
- (3) was already in the Receiving Party's possession free of any obligation of confidentiality; or
- (4) was developed by the Receiving Party independently without use of any Confidential Information.

#### 3. **Protection of Confidential Information**

The Receiving Party shall ensure the protection, confidentiality and security of the Confidential Information using the same standard it employs to safeguard its own information of like kind, but in no event less than a reasonable standard of care.

#### 4. **Use of Confidential Information**

The Receiving Party shall neither use nor copy the Confidential Information for any purpose other than the Purpose and, subject to clause 5, shall neither directly nor indirectly disclose or permit such

Confidential Information to be made available to any third party without prior written authorisation from the Disclosing Party.

5. **Disclosure of Confidential Information**

The Receiving Party undertakes that it will only disclose any Confidential Information to those of its or its Affiliates' employees, directors, agents, subcontractors, professional advisers or, subject to the approval of the Disclosing Party referred to in clause 4, any other third party (hereinafter "the **Authorised Parties**") who need to know the Confidential Information for the Purpose, always subject to the following:

- (1) Prior to disclosing any Confidential Information to Authorised Parties the Receiving Party will:
  - (a) inform the Authorised Parties of the restrictions as to use and disclosure of the Confidential Information contained in this NDA; and
  - (b) ensure that the Authorised Parties are bound by a confidentiality undertaking or obligations of confidence which protect the Confidential Information to at least the extent that it is protected under this NDA; and
- (2) The Receiving Party will procure that the Authorised Parties observe the terms of the undertaking or, as the case may be, obligations of confidence referred to above.

However, the Receiving Party shall not be deemed to be in breach of this NDA if it discloses or otherwise makes the Confidential Information available in response to a bona fide subpoena or other lawful process by a court or regulatory, supervisory or governmental authority of competent jurisdiction, provided however that the Receiving Party shall, if and to the extent permitted by applicable law, (1) notify the Disclosing Party without delay of any such process; (2) use reasonable efforts to maintain the protection, confidentiality and security of the Confidential Information; and (3) co-operate with and assist the Disclosing Party so as to allow the Disclosing Party to seek any legal remedies it may deem appropriate to protect the Confidential Information.

It is understood that Confidential Information may be disclosed to a customer or End User receiving SWIFT and Application Provider's services/products as contemplated by the Lite2 for Business Applications Programme, but only to the extent reasonably necessary to properly provide services/products to such customer or End User.

"Affiliate" means any other entity Controlling, Controlled or under common Control with the Receiving Party. "Control" and its derivatives shall mean the holding, directly or indirectly, more than 50% ownership interest.

6. **No Representations or Warranties**

All Confidential Information is made available on an "as is" basis and all representations and warranties, express or implied, are hereby disclaimed. Without limitation to the foregoing, the Disclosing Party disclaims all representations and warranties with respect to the following matters: (1) that the Confidential Information is accurate, complete and reliable for any purpose whatsoever and (2) any warranties of merchantability or fitness for a particular purpose.

7. **No License or Conveyance**

Nothing in this NDA shall convey to the Receiving Party any right, title, interest or license in or to any information (including any Confidential Information) that may become known to the Receiving Party or is otherwise transmitted to the Receiving Party in connection with the Purpose, or in or to any trademark, trade name, or any other intellectual property rights of the Disclosing Party.

8. **Return or Destruction of Confidential Information**

Upon the written request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, promptly return or destroy all documents and other materials in whatever form containing, relating to or derived from the Confidential Information. The Receiving Party shall however be

entitled to retain copies or records of the Confidential Information to the extent required by any applicable law or regulation.

9. **Duration**

The obligations of the Parties contained in this NDA shall survive the Parties' termination of their business relationship in connection with the Purpose, and shall remain in full force and effect thereafter.

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