

POLICY FOR END USERS LITE2 FOR BUSINESS APPLICATIONS

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 provides a 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 Alliance Lite2 Service Description
- 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 compatibility qualification of the Application and adoption by the Application Provider of certain SWIFT operational and security requirements. Details on the eligibility criteria and qualification 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 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.

Responsibility to comply with the Alliance Lite2 Service Description

While End Users rely on an Application Provider to perform certain tasks and functions on their behalf and in connection with their use of SWIFT's Alliance Lite2 service, each End User subscribes to the Lite2 service and is responsible for its Application Provider complying with the relevant SWIFT contractual documentation for the Lite2 service, which includes the SWIFT General Terms and Conditions and the SWIFT Alliance Lite2 Service Description.

Responsibility to adhere to Customer Security Programme

All End Users must adhere to the Customer Security Programme. A user connected via Application Provider must attest compliance against all mandatory security controls as documented in the CSCF in effect at the time of publication of the attestation. Users must attest for all in-scope components in their local environment according to their architecture type as described in the CSCF. For the components that fall under the scope of the Application Provider, the L2BA Security and Operational Framework (L2BA SOF) applies. The compliance status of the Application Provider is visible in the SWIFT L2BA Directory on swift.com and in the Know Your Customer self-attestation tool.

Responsibility to secure the connection to an Application Provider

It is a joint responsibility of the End User and the Application Provider to secure the connection to an Application Provider. When connecting to an Application Provider, some CSCF controls may be more restrictive. For example, the CSCF allows different operator authentication schemes (control 4.2). However, a customer connecting via an Application Provider must only opt for the MFA options at the Application Provider jump server or messaging interface application side. The document "Security Guidance for indirectly connected SWIFT Users" provides more insights in the security aspects related to an indirect SWIFT connectivity.

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. Necessarily, should the End User wish to continue its Alliance Lite2 service (and any other SWIFT service that had been provided through the Application Provider) the End User must follow SWIFT's instructions, and make appropriate arrangements with SWIFT to do so.

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. Should such termination occur, an End User must promptly contact SWIFT, follow SWIFT's instructions, and necessarily make appropriate arrangements with SWIFT should the End User wish to receive Alliance Lite2 service (and any other SWIFT service that was received through the Application Provider).

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 and maintains a qualified Compatible 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 Compatible 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 Compatible Application.

End Users acknowledge that should they send or receive any SWIFT messages, whether of a type authorized in connection with the Compatible 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.

SWIFT gpi for Corporates service

Your Application Provider may be authorized by SWIFT to offer eligible End Users SWIFT's gpi for Corporates service (the "g4c service"). The relevant SWIFT contractual documentation for the g4c service, includes the SWIFT General Terms and Conditions, the SWIFT gpi Service Description and the Rulebook for Optional Services – gpi for Corporates. In order for the g4c service to function smoothly, your Application Provider must properly host and operate any infrastructure associated with the Lite2 for Business Applications solution that is under its responsibility. As host of the connectivity infrastructure being used by an End User, the Application Provider must carry out certain operations associated with the g4c service (for example, insertion of UETRs) in a manner that enables smooth and uninterrupted message flow and the proper functioning of the g4c service. The End User understands and acknowledges that in an exceptional case an Application Provider that has been permitted to furnish the g4c service to the End User may have such permission terminated in which case the End User will no longer be able to utilize the g4c service.

End Users that decide to subscribe to the SWIFT g4c service utilizing an Application Provider do so under their own responsibility. SWIFT disclaims any liability for the acts, faults, or omissions of the Application Provider, including but not limited to, any failure to assure that UETRs are properly inserted in appropriate message types and that any functions or operations to be performed by the Application Provider on behalf of an End User are done so in a manner that permits the smooth and proper functioning of the g4c service.

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:

Legal company name of End User:

Name of authorized signer:

Title:

Date:

Signature: