

**Claims procedure for problems in a live environment**  
**(effective as of 1 January 2010)**

If the parties fail to resolve at a business level a dispute relating to the provision or use of SWIFT messaging services, Solutions or applications in a live environment, the following procedure applies:

**1 - Making a claim**

Claims, set out in English and on the relevant form(s) (if any) available from SWIFT, must be sent to SWIFT at its registered office in Belgium (attention of the General Counsel) by mail with acknowledgement of receipt within the applicable time limit.

**2 - Investigation**

The customer acknowledges and agrees that it must supply all information which SWIFT reasonably requires to establish the validity of its claim and to investigate it.

As reasonably necessary for the investigation, SWIFT can retrieve, safe keep and use traffic and message data still in its possession.

SWIFT will inform the customer of its decision to reject or accept the claim, in whole or in part, within 3 months of the date of notification of the claim.

**3 - SWIFT Board Committee**

If the customer is not satisfied with SWIFT's decision following the investigation phase, it can notify the Chairman of the SWIFT Board in writing (c/o SWIFT at its registered office in Belgium) thereof within 1 month of the date of notification of SWIFT's decision.

A committee of 3 Directors will then be appointed to review the disputed decision. The SWIFT General Counsel and the SWIFT Chief Executive Officer will be ex officio non-voting members of the Board Committee.

The customer and SWIFT may each appoint at their expense a representative to present their case to the Board Committee.

The customer will supply all information which the Board Committee reasonably requires to establish the validity of its claim and to review the disputed decision.

The Board Committee will inform the customer of its decision to accept or reject the claim, in whole or in part, within 3 months of the date of notification of the claim to the Chairman of the SWIFT Board.

**4 - Arbitration**

If the customer is not satisfied with the Board Committee's decision, it may decide, within 1 month of the date of notification of such decision and upon prior written notice to SWIFT (c/o the Chairman of the SWIFT Board at its registered office in Belgium), to submit any outstanding dispute to an arbitral tribunal.

Any such outstanding dispute will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by 3 arbitrators and, to the extent permitted under said Rules, the arbitration will take place in Brussels, in English.

If any of the final dates for action in this clause fall on a non-business day in Belgium, all periods stated will expire at the end of the following business day in Belgium.