



SCORE Compliant MA-CUG Label Programme Terms and Conditions

The title and logo for the SCORE Compliant MA-CUG Label Programme (the “SCORE Compliant MA-CUG Title and Logo”) are conferred upon valid registration by a Service Administrator of a MA-CUG for Corporate Access (“You”) for the SCORE Compliant MA-CUG Label Programme through SWIFT’s ordering service on www.swift.com on the following terms and conditions.

1. Eligibility

The SCORE Compliant MA-CUG Label Programme is open to Service Administrators of an MA-CUG for Corporate Access.

2. SCORE Rules

You acknowledge that SWIFT confers the SCORE Compliant MA-CUG Title and Logo based on the understanding that You will support the SCORE rules and standards set out in the *SWIFTStandards MT Implementation Guide* and the *SWIFTNet FileAct Implementation Guide* of SCORE (the “SCORE Rules”) within the MA-CUG for Corporate Access specified at the time of your registration for the SCORE Compliant MA-CUG Label Programme (the “Labelled MA-CUG”).

By registering for the SCORE Compliant MA-CUG Label Programme, You undertake, represent and warrant to implement the SCORE Rules, as may change from time to time in accordance with clause 12, within the Labelled MA-CUG. If the Labelled MA-CUG implements only a subset of the SWIFTStandards message types and SWIFTNet messaging services supported by SCORE, only those SCORE Rules that are relevant to those SWIFTStandards message types and SWIFTNet messaging services apply. For the avoidance of any doubt, nothing in the registration for the SCORE Compliant MA-CUG Label Programme will be construed as preventing Service Administrators to offer additionally, proprietary implementations in the Labelled MA-CUG.

3. Public Announcements and Advertising

- 3.1 You acknowledge and agree that SWIFT may advertise and make public that the SCORE Compliant MA-CUG Title and Logo are conferred to You in respect of the Labelled MA-CUG.
- 3.2 You shall be permitted to use the SCORE Compliant MA-CUG Title and Logo solely for the purposes of identifying and advertising the Labelled MA-CUG, and You shall then use the SCORE Compliant MA-CUG Title and Logo strictly in accordance with the then current guidelines for use of the SCORE Compliant MA-CUG Title and Logo. If the SCORE Compliant MA-CUG Title and Logo are withheld, withdrawn or terminated for any reason whatsoever, You shall immediately upon notice thereof cease to use the SCORE Compliant MA-CUG Title and Logo.
- 3.3 You shall carefully draft any advertisement or other public statement in connection with the SCORE Compliant MA-CUG Title and Logo or, more generally, the SCORE Compliant MA-CUG Label Programme so as to ensure that there is no confusion or misleading information published in respect of the SCORE Compliant MA-CUG Title and Logo or the SCORE Compliant MA-CUG Label Programme. In particular, You shall refrain from suggesting or inferring any appreciation or indication by SWIFT as to (without limitation) the quality and effectiveness of the Labelled MA-CUG.
- 3.4 With the exception of the foregoing, no advertisement or public statement may be made regarding the SCORE Compliant MA-CUG Title and Logo or the SCORE Compliant MA-CUG Label Programme without SWIFT’s prior written permission.
- 3.5 Any goodwill attaching to the SCORE Compliant MA-CUG Title and Logo as a result of their use is and shall remain with SWIFT or its licensors.

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- 3.6 SWIFT, S.W.I.F.T., the SWIFT logo, Sibos, SWIFTNet, SWIFTAlliance, SWIFTStandards, SWIFTReady and Accord are trademarks of S.W.I.F.T. SCRL. Other SWIFT-derived product and service names, including SWIFTSolutions, SWIFTWatch, and SWIFTSupport, are tradenames of S.W.I.F.T. SCRL. SWIFT is the trading name of S.W.I.F.T. SCRL. Save as may be expressly permitted, You shall not use any such name without the express permission of SWIFT nor, more generally, register and/or use any trademarks, tradenames, symbols or Internet domain names that may be confusingly similar to those of SWIFT.

4. Term

Unless withdrawn or terminated for any reason whatsoever, and subject to the other terms and conditions of the SCORE Compliant MA-CUG Label Programme, the SCORE Compliant MA-CUG Title and Logo are granted from the date of acceptance of your registration for the SCORE Compliant MA-CUG Label Programme for an indefinite period.

5. Withdrawal, Withholding and Termination

The SCORE Compliant MA-CUG Title and Logo are granted until withheld, withdrawn or terminated.

Withholding or withdrawal of the SCORE Compliant MA-CUG Title and Logo

The SCORE Compliant MA-CUG Title and Logo may be withheld or, in case that the breach is material or cannot be remedied, withdrawn at any time if, in the reasonable opinion of SWIFT, You:

- misuse the SCORE Compliant MA-CUG Title or Logo, or otherwise fail to comply with your responsibilities in connection with the SCORE Compliant MA-CUG Label Programme;
- make any misrepresentation to SWIFT or a third party in connection with the Title or Logo or, more generally, the SCORE Compliant MA-CUG Label Programme; or
- repudiate the Title or Logo or, more generally, the SCORE Compliant MA-CUG Label Programme.

The SCORE Compliant MA-CUG Title and Logo may be further withdrawn at any time if, in the reasonable opinion of SWIFT, You:

- cease to be a SWIFT user for whatever reason; or
- cease to be the Service Administrator for the Labelled MA-CUG for whatever reason;

If the SCORE Compliant MA-CUG Title and Logo are withheld, SWIFT will provide details about the breach grounding the decision to withhold them and specify the period of time during which they are withheld having regard to the circumstances. Should You fail to demonstrate within that period of time to the satisfaction of SWIFT that You have effectively remedied such breach, the SCORE Compliant MA-CUG Title and Logo will automatically be withdrawn.

Termination

You may terminate your participation in the SCORE Compliant MA-CUG Label Programme at any time upon three (3) month prior written notice to SWIFT. Finally, SWIFT reserves the right to terminate the SCORE Compliant MA-CUG Label Programme at any time upon three (3) month prior written notice to You.

For the avoidance of any doubt, You shall cease to use the SCORE Compliant MA-CUG Title and Logo immediately upon termination of your participation in the SCORE Compliant MA-CUG Label Programme for whatever reason.

Consequences

Withholding, withdrawal or, as the case may be, termination of the SCORE Compliant MA-CUG Title and Logo for whatever reason shall not release You of any of your obligations in connection with your participation in the SCORE Compliant MA-CUG Label Programme arising prior thereto or which expressly or by implication become effective or continue to be effective on or after such withholding, withdrawal or termination (as the case may be), including but not limited to obligations regarding confidentiality or intellectual property rights, and shall be without prejudice to any other rights or remedies You or SWIFT may have in respect thereof.

6. Information, Access and Assistance

If SWIFT has reasons to believe or any person notifies SWIFT that You may have provided incorrect, incomplete and/or misleading information or, more generally, may have failed to comply with your responsibilities in connection with the SCORE Compliant MA-CUG Label Programme, then SWIFT may decide to inform You thereof, in which case You agree that You will promptly following receipt of that notification provide SWIFT with written evidence of any such information as may be reasonably requested by SWIFT to enable it to understand whether or not You have provided proper information or, as the case may be, have duly complied with your responsibilities under the SCORE Compliant MA-CUG Label Programme.

For the avoidance of any doubt, SWIFT will not, without your consent (such consent not to be unreasonably withheld nor delayed) or unless required by law to do so, reveal any such information to any third party (except in accordance with clause 8 (Confidentiality) which shall apply mutatis mutandis).

7. No warranties

You acknowledge and agree that SWIFT does not give and specifically excludes and disclaims any warranty of any kind, whether express or implied, statutory or otherwise, with respect to the SCORE Compliant MA-CUG Title and Logo and, more generally, the SCORE Compliant MA-CUG Label Programme, including (without limitation) ANY WARRANTY AS TO THE FITNESS FOR PURPOSE OF THE TITLE OR LOGO OR, MORE GENERALLY, THE SCORE COMPLIANT MA-CUG LABEL PROGRAMME, NOR AN INDICATION OR APPRECIATION BY SWIFT OF THE QUALITY, EFFECTIVENESS OF THE PROGRAMME, NOR OF YOUR CAPABILITY OR THAT OF YOUR OTHER PRODUCTS AND/OR SERVICES.

8. Confidentiality

All information, data or materials obtained in connection with your registration for and participation in the SCORE Compliant MA-CUG Label Programme (the "Information") must be kept in confidence for the benefit of SWIFT and any third parties to whom SWIFT owes an obligation of confidence in relation to the Information. The Information may only be used as may be reasonably necessary to register for and participate in the SCORE Compliant MA-CUG Label Programme and use the SCORE Compliant MA-CUG Title and Logo in accordance with the SCORE Compliant MA-CUG Label Programme (the "Purpose"), and may not be disclosed to third parties except to employees or other persons under the responsibility of the recipient who need to access the Information for the Purpose and who in each case are bound by no less stringent obligations of confidentiality than those in the SCORE Compliant MA-CUG Label Programme.

These confidentiality obligations shall survive the termination of your participation in the SCORE Compliant MA-CUG Label Programme for any reason whatsoever.

This provision will not apply to Information that You can demonstrate:

- was in the public domain at the time of disclosure or subsequently comes into the public domain (other than through a breach of these obligations);
- was known by You prior to its receipt from SWIFT or from any other person in connection with the SCORE Compliant MA-CUG Label Programme;
- was developed by the recipient independently without reference to any Information; or
- was required by law to be disclosed.

9. Data Protection

You acknowledge and agree that SWIFT may process personal data collected by SWIFT as the data controller (in the sense of the Data Protection Directive 95/46/EC) relating to or supplied by or for You in conjunction with your registration for or participation in the SCORE Compliant MA-CUG Label Programme for purposes relating to accounting and records keeping, running the SCORE Compliant MA-CUG Label Programme, SWIFT customers information, marketing, the provision of the SWIFT services and products and, more generally, the exercise of SWIFT's obligations, rights and remedies. Such personal data include but are not limited to your identification and contact details or those of other persons for which You are responsible. You further acknowledge and agree that, for reasons relating to the nature and organisation of SWIFT operations, the processing of personal data may include the transfer of certain personal data to entities located in countries outside the European Union or the EEA (which may not necessarily be considered as offering an adequate level of personal data protection in the sense of the Data Protection Directive 95/46/EC). However, disclosure of personal data by SWIFT to third parties will be subject to clause 8 (Confidentiality) which shall apply mutatis mutandis. If the personal data are not supplied by the data subject concerned, You shall ensure that (i) the data subject concerned has been duly informed about SWIFT acting as the data controller and SWIFT's right to process such personal data as set out herein and (ii) such personal data are

collected and supplied in accordance with applicable legislation and without infringing any third party rights (including those of the data subject concerned). Furthermore, You acknowledge (and shall cause any other data subject whose personal data were supplied by or for You to acknowledge) that each data subject has a right to request SWIFT at any time in writing:

- to access its personal data and to modify or remove such data if incorrect or unnecessary for the permitted processing purposes; and
- to stop using its personal data for direct marketing purposes.

10. Indemnity

In addition to any liability applicable to You in connection with your participation in the SCORE Compliant MA-CUG Label Programme, You will indemnify and hold SWIFT harmless for and against any loss, damage, claims, expenses (including reasonable legal fees, costs and expenses) suffered or incurred by SWIFT as a result of or in connection with any failure by You to comply with these terms and conditions or, more generally, your conduct in connection with your registration for or participation in the SCORE Compliant MA-CUG Label Programme except to the extent that SWIFT is responsible for such liability.

11. SWIFT Liability

SWIFT's only obligation in connection with the SCORE Compliant MA-CUG Label Programme is to use all commercially reasonable efforts to act in accordance with these terms and conditions, and SWIFT expressly disclaims any liability whatsoever if it does so.

In any event, and except for fraud or gross negligence by SWIFT and to the extent not otherwise prohibited by applicable law, SWIFT's entire liability for or in connection with the SCORE Compliant MA-CUG Label Programme (whether in contract, tort or otherwise) will be limited to 10,000 EUR. Any claim for indirect, special, economic or consequential losses and for loss of revenue, loss of profit, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or third-party claims is expressly excluded (even if SWIFT is informed of their possibility). Finally, SWIFT bears no liability whatsoever resulting from your acts, faults or omissions or, more generally, those of third parties for which SWIFT is not responsible, or in case of Force Majeure.

12. Modifications to the SCORE Compliant MA-CUG Label Programme

In order to maintain flexibility in the SCORE Compliant MA-CUG Label Programme, SWIFT may change the SCORE Compliant MA-CUG Label Programme, these terms and conditions and other related documentation from time to time upon reasonable prior notice to You (including by electronic means such as e-mail or posting on the Internet). Without prejudice to the foregoing, You are responsible for accessing the latest version available of the relevant documentation (whether in paper or electronic format) so as to be aware of and comply with all terms and conditions for the time being applicable to You in connection with the SCORE Compliant MA-CUG Label Programme. Any such change is not retroactive but applies as of the effective date specified (which shall allow no less than thirty (30) days or, in the case of changes to the SCORE Rules to be supported in the Labelled MA-CUG, 3 months prior notice).

13. Miscellaneous

13.1 Interpretation

Any reference to these terms and conditions shall, unless the context requires otherwise, be construed as a reference to these terms and conditions and any other documentation issued by SWIFT to the extent referred to herein.

Any reference to a document or form issued by SWIFT from time to time shall, unless the context requires otherwise, be construed as a reference to the latest version available of such a document or form.

Any reference to a person shall, unless the context requires otherwise, be construed as a reference to that person and any other person for which it is responsible, including but not limited to its employees, directors, agents and subcontractors.

In the event of any conflict or inconsistency between these terms and conditions and other documentation relating to the SCORE Compliant MA-CUG Label Programme, these terms and conditions will prevail.

13.2 Electronic Documents, Signatures, Records and Password

These terms and conditions and other documentation relating to the SCORE Compliant MA-CUG Label Programme may be made available to You in such form or medium as SWIFT deems appropriate from time to time, including by electronic means such as e-mail or posting on the Internet. Any documentation in non-paper form will have the same force as paper copies (if any), and You will be legally bound by it as if in writing.

The validity of electronic signatures used or electronic communications exchanged in connection with the SCORE Compliant MA-CUG Label Programme will not be contested by virtue of the fact they are in electronic form.

No party will refuse as evidence or contest the admissibility of SWIFT's records in evidence by virtue of the fact that such records may be in electronic form. SWIFT's records ("logging") shall be deemed correct and conclusive evidence, unless proven otherwise.

Any use made of a password granted by SWIFT to You shall irrevocably be deemed as a legally binding use made by You.

13.3 Intellectual Property Rights

You acknowledge and accept that SWIFT and/or its licensors are and shall remain the sole owners of any and all copyright and all other intellectual property rights of whatever nature in the materials, documentation, databases, software and/or information provided by SWIFT to You in connection with the SCORE Compliant MA-CUG Label Programme. No rights are granted to You in respect of these materials, documentation, software and/or information other than those rights expressly granted in these and/or any other terms and conditions governing the provision of these materials, documentation, software and/or information.

13.4 No authority to bind SWIFT

Nothing in these terms and conditions or, more generally, in the SCORE Compliant MA-CUG Label Programme shall be construed as granting You the authority to bind SWIFT to any obligations, and You are not permitted to make any statement which may be construed as constituting any obligation, representation or warranty on the part of SWIFT.

13.5 Entire Agreement

The SCORE Compliant MA-CUG Label Programme contains the entire agreement and understanding between SWIFT and You relating to your registration for and participation in the SCORE Compliant MA-CUG Label Programme and supersedes and cancel all prior negotiations, representations, proposals, statements, agreements and undertakings, written or oral relating to this subject matter.

You acknowledge and agree that in registering for the SCORE Compliant MA-CUG Label Programme You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding made prior to entering thereto, except to the extent that such statement, representation, warranty or understanding is incorporated in these terms and conditions.

13.6 No Fiduciary Relationship

You are an independent contractor. Neither SWIFT is (or will hold itself out as) or You are (or will hold yourself out as) an agent, fiduciary, trustee or other representative of the other.

13.7 Amendments

Except where expressly provided otherwise elsewhere, no amendment or modification will be effective unless it is in writing and signed by duly authorised representatives of SWIFT and You.

13.8 Assignment

You may not assign, transfer, sub-license or sub-contract any rights or obligations in connection with your registration for the SCORE Compliant MA-CUG Label Programme without SWIFT's prior written consent (which shall not be unreasonably withheld) provided always that You will remain responsible to SWIFT for the performance and observance of all your obligations in connection with the SCORE Compliant MA-CUG Label Programme.

SWIFT may assign or transfer, any of its rights or obligations in connection with the SCORE Compliant MA-CUG Label Programme to any other entity within the SWIFT group (that is, S.W.I.F.T. SCRL, its branches and majority-owned subsidiaries worldwide).

SWIFT may delegate or sub-contract its obligations in connection with the SCORE Compliant MA-CUG Label Programme.

13.9 Notices

Except as otherwise provided elsewhere in these terms and conditions or any other documentation relating to the SCORE Compliant MA-CUG Label Programme, all notices, requests, demands, or other communications shall be in writing (in paper or electronic form) and in the English language ("Notices"). All Notices shall be sent to the registered address and designated contact department or person (if any) of the other party or such other address as notified to the party serving notice pursuant to the provisions of this clause.

However, all notices relating to any claims procedure may only be by mail or courier with acknowledgement of receipt. The address for service of any such Notice will be as follows:

- You: your registered office or any other address which SWIFT has from time to time in respect of You.
 - SWIFT: its registered office from time to time and marked for the attention of the Corporate Access Programme.
- All Notices shall be deemed effective upon their receipt by the recipient.

13.10 Severability – No Waiver

These terms and conditions are severable and if any part is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder which will continue to be valid and enforceable to the fullest extent permitted by law.

Subject to sub-clause 14.12 (Dispute Resolution), no delay or failure by any party to exercise any of its powers, rights or remedies in connection with any terms and conditions will operate as a waiver of such term, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

13.11 Applicable law

These terms and conditions and, more generally, any matter relating to your registration for or participation in the SCORE Compliant MA-CUG Label Programme shall be governed by Belgian law without giving effect to principles of conflicts of law.

13.12 Dispute Resolution

You and SWIFT will endeavour to resolve at a business level (that is, between the representatives of each party which is responsible for the account of the other party, or their/its delegate(s)) all disputes arising out of or in connection with your registration for or participation in the SCORE Compliant MA-CUG Label Programme. If these representatives fail to reach agreement within one (1) month and You intend to submit any outstanding dispute to a court, You agree to submit to the exclusive jurisdiction of the competent court in Brussels (Belgium). No claim shall be considered and the right to make a claim shall be lost unless the claim is made and received by SWIFT within three (3) months of the event giving rise to the claim.

You and SWIFT acknowledge the importance of seeking to resolve any disputes which may arise in a manner which does not adversely impact upon the interests of the SWIFT customers.