

Swift Customer Certification Programme for Staff –Terms and Conditions

1 Subject of the Agreement

These Swift Customer Certification Programme for Staff Terms and Conditions constitute the agreement (the “Agreement”) between the customer and Swift (each referred to as a “Party” and collectively as the “Parties”), on the basis of which Swift will provide, at the customer’s request, the Swift Customer Certification Programme for Staff (referred to herein as the “Programme”). Notwithstanding anything to the contrary contained in this Agreement, the Programme is also subject to Swift Service Terms and Conditions, provided that, should there be any inconsistency between the provisions of Swift Service Terms and Conditions and this Agreement, this Agreement shall prevail.

2 Specifics of the Programme

The customer will choose the types of certification it desires for its employees and contracted staff (collectively, the “Staff”) who will participate in the Programme. The Programme is designed to provide validation of knowledge of those Staff with respect to various Swift services and products. The Programme is reserved to Staff of Swift users and service bureaux only. Other Swift customers, including, Swift partners are not eligible to the Programme. Certifications are intended to be a personal credential of the person to whom they are granted and are not to be used to promote commercial or business enterprises.

Swift provides rules and procedures relating to details of the Programme, including types of certification offered, recommended training paths, and testing and examination procedures (such rules and procedures are collectively referred to as the “Programme Rules”). The Programme Rules include the Service Proposal issued by Swift to the customer (the “Service Proposal”), and any other material relating to the Programme and made available to the customer by Swift.

The Programme Rules can be accessed here - <https://www.swift.com/node/164846>

Swift reserves the right to modify or change the Programme and/or Programme Rules from time to time whenever Swift deems such modifications or changes to be necessary or appropriate. Swift will always endeavour to provide reasonable advance notice of such modifications or changes.

The customer understands that participation in the Programme is restricted to its Staff and agrees to limit such participation accordingly. While the contractual arrangements for the Programme are between the customer and Swift exclusively, the customer shall ensure that its Staff participants comply with the terms of this Agreement, Swift Service Terms and Conditions, the Programme Rules and all other related requirements.

The Programmes are offered using SWIFTSmart. In addition to complying and ensuring that the Staff participants comply with the terms of this Agreement, Swift Service Terms and Conditions and the Programme Rules, the customer shall also ensure that its Staff participants comply with the SWIFTSmart Terms and Conditions and SWIFTSmart Terms of Use as applicable.

3 Charges

Training fees are specified in the order form or quotation relating to the Programme. Swift will invoice the customer, at Swift's option, either at the end of the Programme or as soon as the order is placed. The total amount is payable within thirty (30) days of the date of the invoice date.

All amounts not paid when due shall, at the discretion of Swift and without notice, bear an interest charge at a rate corresponding to the then current late payment interest rate for commercial transactions as defined and published in the Belgian Gazette from time to time in accordance with the Belgian Late Payment Act of 2 August 2002 as amended by the Belgian Act of 22 November 2013 implementing Directive 2011/7/EU on combatting late payment in commercial transactions. An administration charge of EUR 100 may, at Swift's discretion, be levied on accounts exceeding 60 days past due.

Swift invoices its customers either in EUR or USD, based on the country in which the customer is located, irrespective of the invoicing address. Customers located in the Americas and in Asia are in principle invoiced in USD. All other customers are invoiced in EUR. If fees or charges are denominated in another currency in the order form or the quotation, then Swift converts them at the market spot selling rate. This is done at 15:00 Belgian time on the last but one working day of the period for which the invoice is issued.

In addition to the charges mentioned above, the customer agrees to bear any taxes and duties resulting from this Agreement or the matters contemplated hereby and all payments will be made by the customer free of any deductions, withholdings or set-offs of any nature. For on-site certifications the customer will reimburse Swift for all actual expenses incurred in connection with travel to the customer's location, including travel, lodging, and meals.

4 Cancellation

In case of cancellation by customer, a cancellation penalty of 80% of the fee, plus all travel costs and expenses that have already been incurred by Swift in relation to the Programme will be charged to customer.

If, for any reason, the designated instructor(s) for the Programme is/are incapacitated, Swift will make all reasonable efforts to find a suitable replacement. If this proves impractical, Swift will immediately inform customer, both verbally and in writing and will make all reasonable efforts to arrange an acceptable alternative Programme schedule with customer.

Swift may cancel the Programme in case of a "force majeure" and agrees to notify the customer timely in writing. Swift will use all reasonable means to arrange with the customer an alternative Programme for a later date. For purposes of this paragraph, "force majeure" includes the unexpected unavailability of a third-party contractor retained by Swift in connection with the administration of the Programme.

5 Limitations

As mentioned, the Programme is exclusively for the benefit of the customer's Staff. Staff are permitted to use the certification only for the validity period and must discontinue all use,

including removal of any badge, certificate, or other references, upon expiration of the certification. The certification cannot be used as part of any commercial campaigns.

Neither the Programme nor any certification shall be regarded as a substitute for the customer's supervision of and responsibility for the customer's Staff or the customer's compliance with good industry practice or any obligations or duties, legal or otherwise, applicable to the customer. Swift shall not be responsible for the acts or omissions or competency of any certified Staff, whether relating to the subject of any certification given to such Staff or otherwise. Swift shall not be responsible for any Staff failing to conform to any recommended practice or standard (regardless of whether such Staff received a particular certification as part of the Programme) or any best practice, law, rule, or regulation that may be applicable to the customer or such Staff.

Swift shall issue a certificate or other form of certification to the customer's Staff solely to indicate their participation and successful completion of the prescribed certification process. Such certification shall not be construed as an endorsement, warranty, or representation by Swift of any type. Neither the customer nor any recipient of such certification (hereafter a "Recipient") will use it in a manner inconsistent with the provisions of this Agreement or the Programme. Swift reserves the right to revoke and rescind any certification (1) which Swift believes to have been given erroneously or not in conformity with Programme terms and parameters or (2) with respect to which Swift believes the customer or the Recipient is acting in a manner inconsistent with this Agreement or the Programme Rules.

Any and all decisions concerning whether any Recipient or aspiring Recipient (1) has passed or qualified or become eligible for any examination or any testing associated with the Programme, (2) has followed applicable rules with respect to the Programme or any certification, (3) is in conformity with the terms of this Agreement or the Programme or the Programme Rules, or (4) has met all requirements for certification, are within the discretion of Swift, or, if applicable, any third-party contractor retained by Swift to administer any aspect of the Programme. All determinations of test results are likewise within Swift or such third party's discretion and not subject to review or challenge. The customer and all Recipients and aspiring Recipients agree to follow the eligibility and other rules of the Programme and the Programme Rules. Swift may utilise the services of third-party independent contractors to deliver any aspect of the Programme, including, but not limited to testing. The customer agrees that it will abide by the rules and procedures and test results promulgated and established by Swift or such third parties and shall not hold Swift or any such third party liable for the same.

The customer remains solely liable for the selection and the use of the Programme and any result therefrom. **SWIFT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY CERTIFICATION OR THE USE THEREOF.**

In any event, Swift's liability (whether in contract, tort, or otherwise) in connection with the Programme or this Agreement or the consequences of any certification will be limited to the total amount of charges the customer has paid to Swift for the Programme. Any claim for indirect, special, or consequential losses (such as, but not limited to, loss of revenue, loss of profit, loss of data, loss of use, loss of goodwill, loss of savings, or interruption of business) suffered by the customer or by any third party is expressly excluded.

6 Confidentiality and Data Protection

Swift may, either orally, in writing, or electronic form, disclose to the customer Swift confidential information (“Swift Confidential Information”) in connection with this Agreement. The certification process and the terms of this Agreement are Swift Confidential Information. Regardless of when disclosed or obtained, Swift Confidential Information shall only be used by the customer in carrying out the matters contemplated hereunder, and it shall not be used or disclosed by the customer to third parties without Swift’s prior written agreement, except to Staff who have a need to know and an obligation to comply with the terms of this clause. The non-disclosure obligation in relation to Swift Confidential Information shall remain in full force and effect after termination of the Agreement.

Each Party acknowledges and agrees that the other Party may process personal data related to its employees or independent contractors under its supervision for purposes relating to security and fraud detection, export control, accounting and records keeping, and more generally, the performance of its obligations under this Agreement in accordance with applicable law.

Furthermore, the customer authorises Swift, its employees, and sub-contractors to process personal data related to the customer’s employees, officers, clients, partners, or other third parties as necessary to provide the customer with the services, Programme, and certifications as per this Agreement and in accordance with applicable law.

7 Copyright/Licence

The customer recognises that any and all rights, including title, ownership rights, copyright, and any other intellectual property rights, in the Programme and in any associated materials (including but not limited to the Swift Property (as defined below)) will remain the sole and exclusive property of Swift and/or its suppliers. Furthermore, the customer acknowledges that all products, services, or company names that are used in connection with the Programme are the trademarks or registered trademarks of their respective owners.

No copy of any Programme or testing or certification material, in whole or in part, can be made without the prior approval of Swift and Swift does not authorise any record of the Programme or any testing procedure on audio or video or other medium.

Solely for the purposes of a certification given pursuant to the Programme, and only so long as such certification has not been revoked or terminated, Swift grants to Recipients the non-exclusive and non-transferable right, without the right to sublicense, to use the titles of the Programme corresponding to a particular certification. This licence becomes effective with respect to a Recipient only upon successful certification of such Recipient as contemplated by and in accordance with the Programme.

Recipients must use Swift trademarks according to the Swift Trademark Guidelines available at www.swift.com > About Swift > Legal > Trademark guidelines.

Recipients may only use their titles to make their certification status known. Such use may not suggest or infer any endorsement, appreciation or indication by Swift as to the quality and effectiveness of the certified Staff member.

No ownership of any trademarks, materials, or goodwill is transferred to the customer or any Staff in connection with the Programme.

8 Swift Property

Upon request from the customer, Swift may at its discretion grant the customer and its Staff a limited, temporary and revocable right to use any equipment Swift may provide to the customer and the Staff in the framework of the Programme or otherwise in connection with this Agreement ("Swift **Property**"). The Swift Property may solely be used by the Staff enrolled in the Programme for the specific purpose of the Programme, in accordance with (i) this Agreement, (ii) the Programme Rules, and (iii) any instructions from the Swift consultant who takes responsibility for the planning and the delivery of the session (the "Subject Matter Expert") leading the Programme.

The customer shall exercise, and shall procure that its Staff exercises, at least a reasonable degree of care to protect the Swift Property. The customer shall bear all risks of loss or damage to the Swift Property that is provided to the customer and its Staff in the framework of the Programme, including any Swift Property that is shipped to the customer in the framework of the Programme. The customer shall ensure that any Swift Property that is delivered ahead of the arrival of the Swift Subject Matter Expert is kept secure and unopened.

The Swift Property shall be returned by the customer to Swift in the same condition as when provided by Swift, upon the earlier of (i) completion or termination of the Programme, or (ii) upon Swift's request.

9. Duration

This Agreement shall become effective upon the customer's placing of an e-order for, or the signing of a document ordering any Swift certification contemplated by the Programme. It shall remain in effect until completion of the Programme, unless cancelled before as per section 4.

Termination of this Agreement shall not relieve either Party from any of its obligations under this Agreement arising prior to termination or which expressly or by implication becomes effective or continues to be effective on or after such termination and shall be without prejudice to any other rights or remedies it may have in respect of the termination.

Swift reserves the right to:

- (1) terminate any certification that has been given pursuant to the Programme; or
- (2) disqualify any person from further participation in the Programme, so long as Swift believes there is a sound basis for doing so. For example, if Swift believes that a Recipient or other person has engaged in dishonest conduct or is improperly using the certification, such Recipient or person may be disqualified from the Programme and/or have his or her certification revoked or terminated. Should a certification be revoked or terminated with respect to a particular Recipient, the licenses and permissions granted in section 7 Copyright/Licence of these Terms and Conditions shall immediately cease. Neither the customer nor any Recipient shall have a property right in or to a certification granted under the Programme.

10. Applicable Law and Jurisdiction

This Agreement shall be governed by Belgian law and the customer agrees to submit any disputes related to or arising out of this Agreement to the exclusive jurisdiction of the

competent court of Brussels, Belgium. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11. Miscellaneous

This Agreement constitutes the entire agreement of the Parties, and supersedes all other oral or written representations, understandings, or agreements relating to the Programme or the subject matter hereof. This Agreement is supplemented by the Programme Rules, provided that, should there be any inconsistency between the Programme Rules and this Agreement, this Agreement shall govern.

No modification, amendment, supplement to or waiver of this Agreement or any provision thereof shall be binding upon the parties unless made in writing and signed by the authorised representatives of both parties.

If any provision of this Agreement is determined to be illegal, void, or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Agreement but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

Neither Party will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control.

The customer authorises Swift to include the customer's name and logo as reference in any customer's list or in any other proposal, presentation, or public announcement regarding this Agreement or the Programme.

The provision of the Programme that the customer registered for might be subject to export control, sanctions, or other legal restrictions. By enrolling in this Programme, the customer warrants that the customer and any Staff registering for the Programme are not identified on any list of prohibited parties or resident of any foreign country under a sanctions program, including but not limited to United States sanctions programs.