

CYBER SECURITY SERVICE PROVIDER DIRECTORY

TERMS AND CONDITIONS

(As between SWIFT and each Provider, the “Agreement”)

(24 NOVEMBER 2020)

IMPORTANT NOTICE: This fourth edition of the Cyber Security Service Provider Directory Terms and Conditions is effective immediately for all Service Providers that have not previously been subject to an earlier version (written or electronic) of the same or who may have already accepted this edition. For all other Providers, these Terms and Conditions are effective, and supersede, any earlier version (written or electronic) of the same on the 30th day following the date set out above.

This edition 1) adds a requirement to be in SWIFT’s Partner Programme (sections 1 and 5); 2) adds additional eligibility criteria (section 2); and 3) makes clarifications to sections 1,2,3 and 6.

1) SWIFT Cyber Security Service Provider Directory

For the convenience of its customers, SWIFT is maintaining a list (the “Directory”) on swift.com of service providers (“Providers”) that appear to have staff with cyber security knowledge and experience and that otherwise appear to be in a position to assist SWIFT customers. The Directory is intended to aid SWIFT customers in identifying providers that might prove suitable in assisting them in implementing security control objectives that are mandated or advised by SWIFT. Provider acknowledges that SWIFT customers are not required to use a Provider included in the Directory and are always able to engage a cyber security provider of their own choosing, regardless of whether or not in the Directory. The Directory does not imply that SWIFT certifies, warrants, endorses or recommends any listed Provider or any of its personnel and Providers may not state, represent, publish or suggest anything to the contrary or otherwise act in a manner inconsistent with such status. Any use of SWIFT’s name or tradename or trademarks must always comply with the SWIFT Trademark Guidelines set forth on swift.com from time to time. In addition to maintaining the Directory on its website, SWIFT may from time to time reproduce all or portions of the Directory in any other format (electronic or paper-based or otherwise). It is a pre-requisite for all Providers to become registered in the SWIFT Partner Programme and to maintain such registration at all times during which they are listed in the Directory.

2) Eligibility and Qualification

While SWIFT may always for any reason whatsoever refrain from including a Provider in the Directory or remove a Provider from the Directory as contemplated hereby, as a general matter the main eligibility criteria will include (in addition to maintaining registration in the SWIFT Partner Programme), but not be limited to, establishing to SWIFT’s satisfaction that: a) the provider has a sufficient number of persons on its staff with suitable security accreditation from a reputable and independent accreditation organization to support SWIFT customers in the relevant region(s); b) at least two persons on the provider’s staff have successfully completed a SWIFT curriculum (as prescribed from time to time by SWIFT) about the SWIFT Customer Security Programme (CSP) to gain knowledge and understanding about CSP, with such curriculum to be repeated periodically as directed by SWIFT ; c) the provider is reputable and well-established and has in at least the immediately preceding 2 years been actively engaged in advising clients in the financial sector on cyber security matters; d) the provider has a significant and existing strategic focus on cyber security and is committed to continuing that focus; e) the provider is known to at least one customer in the relevant region(s) and that such customer has had a favorable experience with the provider; f) the provider adheres to the latest version of industry standards (such standards to be prescribed by SWIFT; for example, PCI DSS, ISO 27001, or the NIST Cybersecurity Framework); and g) provider has a public website available for SWIFT customers’ reference. In assessing whether a provider has the appropriate strategic focus to be included or to continue to be included in the Directory, SWIFT may take into account the provider’s and any or all of its affiliates’ overall business, products and services mix and may decide that such focus is lacking should it, for example, appear that cross-selling products or other services to consulting customers might be an important motivation in the customer relationship.

As part of the registration process, and from time to time thereafter if requested, providers will be expected to provide SWIFT with documentation and other evidence that SWIFT may request in order to establish:

- the existence and good standing of the provider
- the provider's tax registration status
- the corporate governance and management structure of the provider
- the identity of the owners, directors, managers, executive officers or the equivalent
- the satisfactory financial condition of the provider
- any other matter SWIFT in good faith deems relevant

As a condition to being included in the Directory, a provider must pay the applicable registration fee. Once included in the Directory, Providers must pay the registration fee on an annual basis. Registration fees that are paid are fully earned upon payment and will not be prorated or refunded in whole or part. Fees will be payable within 30 days of invoicing.

SWIFT shall not be required to provide any provider with details or explanations regarding its reason for not including such provider in the Directory. Furthermore, SWIFT may determine at any time, and from time to time, that it has a sufficient number of Providers in the Directory overall or for a particular region and on that basis alone may decline to include additional Providers in the Directory. SWIFT reserves the right, from time to time, to seek customer feedback regarding a customer's experience with a Provider.

3) Directory Details

The style, layout and presentation of the Directory, the applicable regions/countries of Provider's coverage referenced in the Directory, as well as the level of detail and amount of information presented are within the sole discretion of SWIFT. The Provider authorizes SWIFT to post the Provider's and its personnel's details substantially as SWIFT presents them to the Provider (or, as the case may be, as the Provider presents them to SWIFT). Each Provider warrants to SWIFT that it has and will continue to have, during the term of this Agreement, all necessary rights and permissions to list the information, details, names and trade or service marks that it has conveyed to SWIFT for listing in the Directory; should SWIFT have any reasonable doubt as to the ongoing accuracy of such warranty, SWIFT is authorized to remove from the Directory any information or content to which such doubt pertains.

4) Continuing Responsibilities

Providers must continue at all times to continue to satisfy the eligibility and qualification requirements referenced in this Agreement and a Provider must immediately inform SWIFT in the event that it becomes aware of any changes that would cause it to no longer satisfy such requirements or any changes that would cause listed information about it to be inaccurate. In addition, from time to time (though normally not more than once per year) SWIFT may request the cooperation of a Provider to provide SWIFT with updated documentation and evidence necessary to establish its continued compliance with the eligibility and qualification criteria referenced in Section 2, including corporate, tax and related statuses. Provider will promptly cooperate with such requests.

5) Term and Termination

The term of this Agreement is of indefinite duration, subject to termination per the terms hereof. Each party may terminate this Agreement for convenience by providing the other with at least 15 days' prior written notice of termination. In addition, SWIFT reserves the right to terminate the Directory in its entirety and this Agreement, as it relates to all Providers, at any time without prior notice, although SWIFT will endeavour to provide at least 15 days' prior written notice of such termination.

If either party fails to remedy a breach of this Agreement within 30 days' following written notice given to the breaching party, then such party having given such notice may terminate this Agreement with immediate effect. In addition, this Agreement will automatically terminate without notice by SWIFT should a Provider no longer be registered to the SWIFT Partner Programme.

Notwithstanding the above, either party may terminate this Agreement immediately in the event that:

- the other party or any of its affiliates engage in a course of conduct that has injured or is likely, in the good faith opinion of the complaining party, to injure the reputation of such party, or its business, services or products, as the case may be, and the other party does not or cannot discontinue such conduct, or cause it to be discontinued, within 5 days after receipt of written notice thereof
- either party ceases to function as a going concern, or to conduct its operations or typical business in the normal course of business
- receivership, bankruptcy, insolvency or similar proceedings are commenced by or against either of the parties hereto, or an assignment for the benefit of creditors occurs, or upon the voluntary winding up or liquidation of its business by either of the parties hereto, whether or not with the aid and assistance of any court

In addition, SWIFT may terminate this Agreement immediately if it believes in good faith that the Provider (1) has at any time in connection with this Agreement misrepresented any fact about the nature of the Directory or Provider's own or any of its affiliates' businesses, length of security experience, services, products, personnel, financial condition or related matter or (2) has engaged in conduct that might be expected to disqualify it from the Directory or reflect poorly on SWIFT's name or reputation or (3) has generated negative customer experiences from more than one customer.

In all cases of termination of this Agreement, SWIFT will remove all references to the Provider and its personnel from the Directory appearing on its website within 7 days of the effective date of termination and following such termination will cease using such references in other media.

6) Confidential Treatment

Subject to the other provisions of this Agreement (for example, Provider's agreement in Section 1 hereof not to imply that SWIFT certifies, warrants, endorses or recommends any listed Provider), the parties may disclose the existence of the Directory and the fact that Provider is included in the Directory. In the event that Provider discloses the fact of its inclusion in the Directory, SWIFT requests and strongly encourages that the Provider place the following notation after any such statement (linking the statement and notation to the Directory on swift.com) :

“SWIFT does not certify, warrant, endorse or recommend any service provider listed in its directory and SWIFT customers are not required to use providers listed in the directory”.

Other information the parties exchange in connection with this Agreement or the Directory, including the terms of this Agreement, shall be accorded confidential treatment; provided that SWIFT may always describe to its customers and others the nature and characteristics of the Directory. Without the prior written consent of SWIFT, Provider will not issue any press release or public announcement or similar type of publicity concerning the Directory or its inclusion in the Directory.

7) Data Protection; Accurate Information

Each party to this Agreement acknowledges and agrees that the other party may process personal data related to its employees, staff or independent contractors under its supervision, that are provided to the other party in the context of this Agreement, for purposes relating to security and fraud detection, accounting and records keeping, and more generally, the performance of its contemplated roles and obligations under this Agreement (which includes the publication by SWIFT of contact information and details provided by Provider in the Directory) in accordance with applicable law. The Provider agrees to ensure that any personal data provided to SWIFT is only collected and further processed for the above-mentioned purposes in accordance with all applicable privacy, data protection and information security laws (“Applicable Privacy Laws”) and regulations and without infringing any third party rights. The Provider agrees that, in accordance with Applicable Privacy Laws, it has given any required notices and obtained any required consents, and will continue to do so, in connection with SWIFT including in the Directory any personal data pertaining to Provider's employees, staff

or independent contractors under its supervision. Each Party acknowledges (and shall cause the individuals concerned to acknowledge) that each individual concerned has the right to access, rectify, restrict or delete his or her personal data, and object to or withdraw consent to the processing of his or her personal data, through a written request addressed to the respective parties, and each party acknowledges that it will use all commercially reasonable efforts to cooperate with the other party in replying to individuals' requests.

Provider acknowledges that publication of accurate information about it and its respective employees, staff and personnel depend upon information supplied to SWIFT by the Provider. Each Provider must provide SWIFT with accurate and up-to-date information and must immediately inform SWIFT of any changes required to keep previously furnished information accurate and up-to-date.

8) Liability, etc.

SWIFT makes no promises or representations regarding the quality, error-free nature or continuous availability of the Directory and EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE DIRECTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Neither SWIFT nor a Provider shall be liable to the other for any indirect, incidental, special or consequential damages (including loss of profits or revenues or business opportunities) in connection with this Agreement, the Directory or any failure to perform its obligations under this Agreement, even if SWIFT or such Provider has been made aware of the possibility of the same. The maximum aggregate liability that SWIFT shall have to any Provider or that any Provider shall have to SWIFT in connection with this Agreement or the Directory for direct damages arising out of any and all claims (whether in tort, contract or otherwise) shall not exceed 5,000 Euro. The preceding damage exclusions and limitations shall not apply to failure to pay amounts expressly required to be paid to a party pursuant to this Agreement, breach of confidentiality obligations, fraud, wilful misconduct or where prohibited by law.

9) Intellectual Property

With the exception of SWIFT's right to use the name and details of the Provider and its personnel in the Directory in a manner that is consistent with the terms of this Agreement, nothing in this Agreement shall convey to a party any right, title, interest or license in or to any trade name, trademark, service mark, trade secret or other intellectual property of the other party.

10) General

This Agreement constitutes the entire agreement between a Provider and SWIFT as regards the Directory, superseding any other oral or written agreements or understandings. This Agreement shall constitute a separate and distinct agreement between SWIFT, on the one hand, and each Provider, on the other hand. This Agreement, as it relates to a particular Provider, may be modified or terminated, without prejudice to, or affect upon, any other Agreement between SWIFT and any other Provider.

SWIFT may amend, supplement or otherwise modify any provision of this Agreement by updating this Agreement and publishing it on swift.com or otherwise notifying the Provider of such change. Any such amendment, supplement or modification shall become effective on the 30th day following such publication or notice. Furthermore, if this Agreement is executed by the parties in a paper or hardcopy format, it may be immediately superseded upon SWIFT publishing on swift.com an electronic copy of this Agreement. Registration fees may change from time to time and SWIFT will endeavour to provide advance notice thereof to Providers.

Termination of this Agreement for any reason whatsoever shall not relieve either party from any of its obligations under this Agreement arising prior to termination or which expressly or by implication become effective or continue to be effective on or after such termination, including but not limited to Sections 6, 8 and 10 hereof, and shall be without prejudice to any other rights or remedies it may have in respect of such termination.

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

The terms and conditions of this Agreement shall be governed by Belgian law and are subject to the exclusive jurisdiction of the courts of Brussels, Belgium.