

Terms and Conditions Belfius via SWIFT

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following words shall have the following meaning:

- "**Authorised SWIFT Participant**" means a person or entity who is duly bound as a party to a SWIFT Agreement allowing access to the SWIFT network and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation;
- "**Configuration Form**" means the configuration form attached to the Belfius via SWIFT agreement, and available on www.belfius.be/swift;
- "**Belfius Bank**" means Belfius Bank NV/AS, a limited liability entity under Belgian law, incorporated in the register of legal persons under the number 0403.201.185, whose registered office is at 44 Boulevard Pachéco, 1000 Brussels, Belgium;
- "**Belfius via SWIFT Agreement**" means the agreement between Belfius Bank and the User;
- "**Information**" means the content of any SWIFT Messages in an agreed format sent by Belfius Bank to the User within the Services, including any account status or other information made available by any bank;
- "**Instruction**" means the content of any SWIFT Messages in an agreed format received by Belfius Bank within the Services, including any actual or purported advice, request, instruction or communication addressed to any bank;
- "**Operating Account**" means a bank account maintained by a User, as listed in the Configuration Form;
- "**Operating Account Agreement**" means an agreement (including any mandate or similar document or arrangement) between a bank and a User in relation to an Operating Account;
- "**Services**" means the services described in the schedules;
- "**SWIFT**" means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium;
- "**SWIFT Agreement**" means any agreement between SWIFT and Belfius Bank or between SWIFT and the User or between SWIFT and the Authorised SWIFT Participant in relation to the SWIFT network;
- "**SWIFT Documentation**" means the SWIFT terms, conditions, guides and procedures applicable to the sending and receiving of SWIFT Messages within the SWIFT network, as incorporated into the User's or the Authorised SWIFT Participant's SWIFT Agreement or notified to the User or Authorised SWIFT Participant by SWIFT;
- "**SWIFT Message**" means an electronic communication sent or appearing to have been sent using the SWIFT Messaging Services;

- **"SWIFT Messaging Services"** means all SWIFT's messaging services, available on SWIFT and supported by Belfius Bank. This includes the SWIFTNet FIN messaging services and FileAct;
- **"Tariffs Form"** means the form attached to the Belfius via SWIFT agreement, and available on www.belfius.be/swift;
- **"Terms and conditions"** mean the present terms and Conditions Belfius via SWIFT, comprising its schedules and amendments, attached to the Belfius via SWIFT Agreement and available on www.belfius.be/swift;
- **"User"** means the client, signing the Belfius via SWIFT Agreement and in the event of Adherence of other Users, "User" shall mean both Original User and New User, as indicated in the User Adherence Form;
- **"User Adherence Form"** means a form using the template set out in the schedules;
- **"User Authorised Person"** means, in relation to an Instruction to be given by a User, an individual who is duly authorised by the User to give that Instruction on its behalf.

1.2 Interpretation

In these Terms and conditions, a reference to:

- the singular includes the plural and vice versa;
- the word **"include"** or **"including"** is to be construed without limitation;
- a restriction on, obligation to be carried out by a party is to be understood as binding upon its representatives and sub-contractors as well. In any case, that party remains liable toward all other parties for the actions and/or omissions of such persons;
- any headings in these Terms and Conditions does not affect its interpretation.

As between Belfius Bank and a User, if there is a conflict or inconsistency, the Terms and Conditions will prevail (but only in relation to the subject matter of these Terms and Conditions and to the extent necessary to resolve the conflict or inconsistency) over the terms of any Operating Account Agreement.

A failure or delay to partly or in whole exercise a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

2. SCOPE OF THESE TERMS AND CONDITIONS

These Terms and Conditions regulate the use of the Services by the User. The User may transmit Instructions within the Services to Belfius Bank, to be treated by Belfius Bank, or - if a relevant agreement with the receiving bank and Belfius Bank exists - to be forwarded to any other bank linked to the SWIFT network.

2.2 These Terms and Conditions do not regulate the set-up and provision of SWIFT membership, joining of the SWIFT network, SWIFT network security, the provision of

the SWIFT Messaging Services or the facilities necessary to access and use them.

These Terms and conditions, together with the User Adherence Forms and the other documents referred to in these Terms and conditions, constitute the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of these Terms and conditions.

3. **PARTICIPATION**

3.1 **Adherence of other Users**

Any subsidiary or affiliate of the User may apply to become a party to the Belfius via SWIFT Agreement (as a User) by delivering a duly executed User Adherence Form. In such an event and for the purposes of these Term and conditions, that subsidiary or affiliate entity will be treated under these Terms and Conditions as if it were the User itself, irrelevant of the fact that it has a direct or indirect connection to the Services.

On receipt of a User Adherence Form in relation to an affiliate or subsidiary as mentioned, Belfius Bank may decide that it does not wish that subsidiary or affiliate to become party to the Belfius via SWIFT Agreement. Belfius Bank may do such without having to justify its decision. If such is not the case, that affiliate or subsidiary shall become a party upon the execution of the same User Adherence Form by Belfius Bank.

The User warrants, represents and undertakes that any subsidiary or affiliate, that becomes a party to the Belfius via SWIFT Agreement (as a User), is an Authorised SWIFT Participant or has made all the necessary arrangements in order to obtain, and throughout the Belfius via SWIFT Agreement maintain an access to the SWIFT-network via an Authorised SWIFT Participant.

3.2 **Adherence of other banks**

Whenever required in order to properly execute the Services, the User shall, if requested to do so by Belfius Bank, enter into an adherence agreement with another bank which becomes party to the Belfius via SWIFT Agreement. Each subsequent User irrevocably authorises the original User, to enter into such agreements on its behalf.

Belfius Bank has the right to let certain of its subsidiaries and affiliates adhere to the Belfius via SWIFT Agreement, in which case their rights and obligations toward the User are the same as those of Belfius Bank. In that case, Belfius Bank shall notify the User of the fact that that subsidiary or affiliate has joined the Belfius via SWIFT Agreement.

The User acknowledges and agrees that Belfius Bank may assign or transfer any of its rights and/or obligations to any of its subsidiaries or affiliates.

3.3 **General**

Each User hereby appoints the original User, as its agent to give and receive all notices and other declarations, and to perform all acts, provided for in these Terms and Conditions or which can be considered appropriate in connection with these Terms and

conditions.

Belfius Bank will be considered to have been appointed as representative of its affiliates or subsidiaries that have adhered to the Belfius via SWIFT Agreement.

4. PROVISION AND USE OF THE SERVICES

- 4.1 Belfius Bank shall make available the Services to the User according to the Belfius via SWIFT Agreement, these Terms and conditions, the Configuration Form and the Tariffs Form.

Belfius Bank, and the User shall at all times each have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for that respective party to access and use the SWIFT Messaging Services and the Services' strict security arrangements concerning such access and use. The User accepts that it is itself responsible for ensuring the security of its own technical environment and for the acquiring of all necessary soft- and hardware.

The User enters into the necessary agreements with its Authorised SWIFT Participant, in order to have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary to access and use the SWIFT Messaging Services and the Services' strict security arrangements concerning such access and use.

- 4.2 Belfius Bank shall ensure that each SWIFT Message sent to the User, and the User shall ensure that each SWIFT Message sent to Belfius Bank or any other entity linked to the SWIFT network meets the applicable requirements set out in the schedules, the SWIFT Agreement as entered into by the relevant parties, the SWIFT Documentation and the relevant user guides.

The User accepts that it shall not by any act or omission prejudice the security of the SWIFT Messaging Services or the Services.

- 4.3 The User shall immediately notify Belfius Bank if it becomes aware of or suspects any breach or compromise of the security of any of the Services linked to it, including any loss or disclosure of, or any person other than a person duly authorised in accordance with the SWIFT Documentation and the User's own procedures seeking to obtain or obtaining, the means to send SWIFT Messages to Belfius Bank or sending such a SWIFT Message, providing full details of the apparent issue.

In such event, the User shall fully and promptly co-operate with any steps taken by Belfius Bank to investigate and/or rectify any apparent or suspected breach or compromise of the security of the SWIFT Messaging Services or the Services, including providing such further information regarding the apparent or suspected breach as Belfius Bank may request.

4.4 Belfius Bank may at any time require the revocation of any certificates, the renewal or change of encryption keys or similar system elements used by the User in the creation of SWIFT Messages within the Services, or the removal of any person authorised to send such SWIFT Messages, in order to protect the security of the SWIFT Messaging Services, those SWIFT Messages and the Services.

4.5 The User shall comply with, where applicable, its SWIFT Agreement, the SWIFT Documentation, the user guides and all other instructions and recommendations provided by SWIFT or such instructions and recommendations provided by Belfius Bank to the User from time to time in relation to the use of the SWIFT Messaging Services and the Services.

The User warrants, represents and undertakes that the Authorised SWIFT Participant shall comply with its SWIFT Agreement, the SWIFT Documentation, the user guides and all other instructions and recommendations provided by SWIFT or such instructions and recommendations provided by Belfius Bank to the User from time to time in relation to the use of the SWIFT Messaging Services and the Services.

4.6 Each User shall promptly provide Belfius Bank with such information as required in order to assist Belfius Bank in the performance of its obligations under any SWIFT Agreement.

5. **RELIANCE ON INSTRUCTIONS**

5.1 The User shall ensure that any Instruction included in any Swift Message sent to Belfius Bank within the Services fully and accurately reflects the advice, request, instruction or communication intended to be provided. The User shall also ensure that each and every Instruction is duly authorised by a User Authorised Person.

5.2 Each User irrevocably authorises Belfius Bank to treat as authentic and properly authorised, rely upon and implement any Instruction in a SWIFT Message originating, or appearing to originate, from the User. As such it also authorises the recipient of that Instruction to execute and pass on the message as required therein.

Unless the User has acted in accordance with the requirements applicable when the User believes the integrity of its messages have been compromised, all recipients of Instructions are entitled to assume that the Instructions contained in such SWIFT Messages have been duly authorised by the User and are authentic, even in the case of fraud unless the mentioned requirements in order to contest the such have been respected.

5.3 In determining the steps to be taken with a view to establishing that a SWIFT Message has been sent by the User no regard shall be had to any steps, or any information provided with the SWIFT Message, which goes beyond what is strictly required in order to identifying the User as the sender of the SWIFT Message.

Where the SWIFT Documentation allows for alternative steps to determine the origins of an Instruction received, Belfius Bank may follow any alternative in its absolute discretion.

Furthermore it is explicitly agreed that no recipient is required to proceed to any kind of subjective judgement, e.g. but not limited to the appropriateness of the SWIFT Message or any accompanying signature or certificate.

Without prejudice to any other clauses of these Terms and Conditions Belfius Bank is not obliged to forward an Instruction to any other recipient, nor to execute an Instruction, if:

- the SWIFT Message through which that Instruction is provided does not meet the requirements of the SWIFT Agreement and Documentation or otherwise appears not to have been prepared or sent in accordance with the SWIFT Agreement, SWIFT Documentation and the Configuration Form,
- or if Belfius Bank considers that the forwarding or execution of that Instruction may place Belfius Bank or any other recipient in breach of any law or regulation;
- or it can reasonably be suspected that the SWIFT Message in which that Instruction was received may not (a) fully and accurately reflect an advice, request, instruction or communication that the relevant User intended to give; or (b) have been given in accordance with the relevant User's authorisation procedures.

Belfius Bank shall notify the User without undue delay if, under this clause, it can not execute an Instruction as originally instructed by User.

- 5.4 If the User requests to cancel or modify any Instruction, for whatever reason, any step to be taken in response to that request shall be regulated by the applicable Operating Account Agreement and not these Terms and conditions, but neither Belfius Bank nor any other recipient shall have any liability for any failure to cancel or modify the Instruction if the request is received at a time or in circumstances that reasonably render it unable to comply with therewith.

6. **USER AUTHORISED PERSONS**

Each User shall maintain an up-to-date list of all User Authorised Persons and such other information as Belfius Bank may reasonably require by notice to the User from time to time, including a complete and accurate record of all changes to that list and a complete and accurate record of the identity of the User Authorised Person(s) responsible for the authorisation of each Instruction given by that User within the Services.

The User shall, upon first demand of Belfius Bank, provide such list and, if so required, such other information to Belfius Bank.

7. **OPERATING ACCOUNTS**

Belfius Bank and the User may amend the list of Operating Accounts maintained by that User by agreement between them from time to time. Each User irrevocably authorises the original User, to make such agreements on its behalf. If a User proposes the addition of a new Operating Account by notice to Belfius Bank, both Belfius Bank and the User are deemed to have agreed to a corresponding amendment to the relevant list of

Operating Accounts if subsequently Services are provided in respect of that Operating Account.

8. FEES AND PAYMENT

The User shall pay fees to Belfius Bank for the provision of the Services in accordance with these Terms and Conditions and the Tariffs Form. In particular, Belfius Bank may debit the account specified in or, if no such account is specified, any account of the User, with such fees when they are due. These Terms and Conditions do not affect any rights or obligations of any party arising under any Operating Account Agreement in relation to the payment of interest, fees, cost, expenses or other amounts relating to that account.

9. COMPLIANCE

9.1 Each party shall comply with all applicable laws and regulations in relation to the performance of its obligations and the exercise of its rights under these Terms and conditions. The Users acknowledge that Belfius Bank has no responsibility for any legal or regulatory obligations to which the Users may be subject in relation to the Services.

9.2 The Users acknowledge that Belfius Bank may be required, or may in its reasonable discretion consider it prudent, to take steps in relation to Instructions and User Authorised Persons for the purposes of compliance with relevant laws and regulations, including laws and regulations relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to persons or entities which may be subject to sanctions. These compliance steps may include the interception and investigation of Instructions; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Belfius Bank shall not be liable for any loss, liability or cost incurred by any User as a result of taking such a compliance step; and Belfius Bank does not warrant that any Information will be accurate or complete to the extent that it relates to an Instruction which is subject to such a compliance step when the Information is provided.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 The parties acknowledge that their obligations of confidentiality in relation to Instructions received by them, sent or forwarded by them are regulated by the Operating Account Agreements and applicable law and except as explicitly set out in this section 10, are not affected by these Terms and conditions.

10.2 Each party acknowledges that it may in connection with these Terms and Conditions receive from any other party information which is confidential to it or to others. Each party agrees that the other one, or other Users have the right to use such confidential information in order to enable the present Terms and Conditions to being executed. Each participant to the SWIFT-network is bound by one or several agreements to keep the confidential information confidential and not disclose it to any person. Following termination of the Belfius via SWIFT Agreement to the extent that it relates to the rights and obligations of that User, each party shall return the confidential information in its possession to the originating party or, whenever this proves impossible to return it, certify its destruction in writing.

Where applicable, the User acknowledges that Belfius Bank shall transmit confidential information to the Authorised SWIFT Participant, as indicated by the User in the Configuration Form.

10.3 Confidential information and personal data relating to each party, its employees and other representatives may however be disclosed (i) to SWIFT where required by the SWIFT Documentation, (ii) to service providers and persons acting on its behalf, (iii) as required by law or regulation or (iv) as requested by any competent authority; and in connection with the performance of any obligations under these Terms and Conditions or an Operating Account Agreement, including transfers to, and processing in, countries and territories which do not have data protection laws providing an equivalent level of protection to those prevailing in the European Union.

10.4 If any party processes personal data on behalf of any other person in connection with these Terms and Conditions, they shall have in place reasonable technical and organisational measures to protect those personal data against accidental or unlawful destruction; accidental loss, alteration, unauthorised disclosure or access; and other unlawful processing.

11. **WARRANTIES AND INDEMNITIES**

11.1 Belfius Bank shall exercise reasonable skill and care in the provision of the Services.

11.2 Belfius Bank warrants and represents that it is and will throughout the term of the Belfius via SWIFT Agreement remain an Authorised SWIFT Participant. Each User warrants and represents that (i) it will throughout the term of the Belfius via SWIFT Agreement remain an Authorised SWIFT Participant; or (ii) has made all the necessary arrangements in order to maintain, throughout the term of the Belfius via SWIFT Agreement, an access to the SWIFT-network via an Authorised SWIFT Participant.

11.3 Belfius Bank, and each User warrant and represent that:

- it is duly organised and validly existing under the laws of the jurisdiction of its incorporation;
- it has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its rights, and perform its obligations, under these Terms and Conditions, the Belfius via SWIFT Agreement, its User Adherence Form and any SWIFT Agreement to which it is party; and
- it has reviewed and fully understands its obligations under these Terms and Conditions and its SWIFT Agreement, including the SWIFT Documentation.

11.4 Each User warrants and represents that it has assessed the security arrangements relating to the User's access to and use of the Services and has concluded that they are adequate to protect its interests.

11.5 Each User shall indemnify and keep indemnified Belfius Bank, and each sub-contractor, affiliate or subsidiary of Belfius Bank or any recipient on demand against each loss,

liability and cost (including each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability) arising as a result of:

- 11.5.1 Any breach by a User or its subcontractors of these Terms and Conditions and the Belfius via SWIFT Agreement, including a warranty and representation in the present section 11 or any other breach by a User of any relevant law or regulation or (in the case of the User) a SWIFT Agreement or the SWIFT Documentation;
- 11.5.2 Any claim by any person that any Instruction infringes the right, title or interest of any person or contravenes any relevant law, regulation, ordinance, court order or other mandate or prohibition with the force of law;
- 11.5.3 An act or omission of a User or the Authorised SWIFT Participant which places Belfius Bank or any other recipient in breach of a SWIFT Agreement; or
- 11.5.4 Belfius Bank or a recipient treating as authorised or authentic, relying upon and/or implementing any Instruction contained in a SWIFT Message received by it or forwarding it.

11.6 The Users' liability is joint and several.

12. LIABILITY OF BELFIUS BANK

- 12.1 The dispositions of this section shall apply to any proven damages caused to any User or counterpart, customer or other person contractually linked to that User. The dispositions of the present section shall be applicable to the extent permitted by applicable law.
- 12.2 Belfius Bank shall bear no liability for any indirect damages caused. Belfius Bank shall not be liable for any damages caused by or with any third party, whether it be a telecommunications provider, another user or any participant in the SWIFT Network, including SWIFT itself.

Belfius Bank shall not be liable for any direct damages, negligence, breach of contract, misrepresentation or otherwise except those caused by its wilful misconduct.

Belfius Bank shall not be liable for any unforeseeable loss or damage (whether direct or indirect); any loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, reputational loss, interruption of business, or other similar pecuniary loss howsoever arising (whether direct or indirect); any indirect, special, or consequential loss or damage of any kind.

Belfius Bank's liability for any one event or series of connected events is not cumulative, whether arising under the Belfius via SWIFT Agreement or otherwise.

Belfius Bank shall not be liable for any interruptions of the services, interconnection or unavailability of the SWIFT network, any loss, liability or cost arising as a result of any act or omission of SWIFT; any liability of any User or any Authorised SWIFT Participant to SWIFT (or any associated loss or cost); or any loss, liability or cost for

which SWIFT would have been liable but for an exclusion or limitation of liability in a SWIFT Agreement or otherwise imposed by SWIFT.

In the event Belfius Bank is found to be responsible for any damages (including damages paid by User, for any reason whatsoever, to any third party), Belfius Bank's liability shall in any case (whether in contract, tort, or otherwise) be limited to an amount of 10.000 EUR a year, all inclusive.

- 12.3 This clause 12 applies before as well as after any termination of the Belfius via SWIFT Agreement between Belfius Bank and the User.

13. **FORCE MAJEURE AND COMPLIANCE ISSUES**

If a party is prevented, hindered or delayed from or in performing any of its obligations under these Terms and Conditions by an event beyond its reasonable control (including any act or omission of SWIFT, strike, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network (including the SWIFT network), fire, flood or other circumstances affecting the supply of goods or services) that party shall not be obliged to perform its obligations under these Terms and Conditions to the extent that it is prevented, hindered or delayed in their performance by the force majeure event or compliance event and that party shall notify the relevant other party as soon as practicable of the force majeure event or compliance event and its likely effects on that party's ability to perform its obligations under these Terms and conditions.

14. **THIRD PARTY RIGHTS**

- 14.1 A person who is not a party to the Belfius via SWIFT Agreement has no right to enforce any provision of this agreement.

15. **AMENDMENT**

- 15.1 Belfius Bank may, in its sole discretion, amend these Terms and Conditions and the Tariffs Form from time to time by notice to the User. In such event, the User has the right to terminate the Belfius via SWIFT Agreement within a calendar month following such notice. Non-termination will be deemed to imply consent with the amendments.
- 15.2 Belfius Bank may amend the schedules which Belfius Bank reasonably considers necessary from time to time by notice to the User.
- 15.3 If, under clause 15.2 Belfius Bank amends the schedules so as to make available a new Service, and the User makes any use of that Service, the User will be deemed to agree the amendment of the schedules.

16. **DURATION, TERMINATION AND SUSPENSION**

- 16.1 The Belfius via SWIFT Agreement will be effective, as of the date of the Belfius via SWIFT Agreement, and will continue in full force and effect indefinitely unless terminated.

- 16.2 Either Belfius Bank or the User may terminate the Belfius via SWIFT Agreement, at any time on 1 month prior written notice to the other party.
- 16.3 Either Belfius Bank or the User may terminate the Belfius via SWIFT Agreement by notice to the other such party with immediate effect in any of the following circumstances:
- 16.3.1 where either such party is not an Authorised SWIFT Participant;
 - 16.3.2 where SWIFT has ceased to provide, and not resumed providing, the SWIFT Messaging Services and/or any other SWIFT service(s) in the situation where the User used only one service;
 - 16.3.3 where SWIFT, in exercise of its rights under a SWIFT Agreement, has required either party, or where applicable, the Authorised SWIFT Participant, to terminate this Agreement;
 - 16.3.4 where the other such party has failed to make a payment required or to live up to the obligations it has under the Belfius via SWIFT Agreement or a SWIFT Agreement when it is due, and has failed to remedy the such within 7 days of being requested in writing to do so, or committed any material breach of the Belfius via SWIFT Agreement or a SWIFT Agreement, including any breach of its security obligations; or
 - 16.3.5 where the other party has passed a resolution for its winding-up or a court of competent jurisdiction has made an order for the other party's winding-up or dissolution; where an administration order has been made in relation to the other party or a receiver has been appointed over, or an encumbrancer has taken possession of or sold, an asset of the other party; the other party has made an arrangement or composition with its creditors generally or made an application to a court of competent jurisdiction for protection from its creditors generally; or an event has occurred in relation to the other party in any jurisdiction which is equivalent to one of the events specified in this clause 16.3.5; or
 - 16.3.6 where there is a decision of a competent authority or regulator.
- 16.4 If at any time the Original User is terminating the Belfius via SWIFT Agreement or forced into termination, or resiliated by Belfius Bank, the Belfius via SWIFT Agreement will automatically be terminated for any other User having subscribed the User Adherence form.
- If at any time the New User is terminating the Belfius via SWIFT Agreement or forced into termination, or resiliated by Belfius Bank, this termination shall not lead to termination of the Belfius via SWIFT Agreement entered into between Belfius Bank and the Original User, and where applicable, the other New User(s).
- 16.5 Belfius Bank may terminate the Belfius via SWIFT Agreement by notice to the User with immediate effect if that User:

- 16.5.1 commits any material breach of the Belfius via SWIFT Agreement; or
 - 16.5.2 does no longer have an Operating Account Agreement in place with Belfius Bank; or
 - 16.5.3 is not an Authorised SWIFT Participant or has no longer an access to the SWIFT-network.
- 16.6 If at any time Belfius Bank is entitled to terminate the Belfius via SWIFT Agreement as a whole or in part, it may suspend the provision of the Services for such period or periods as Belfius Bank considers appropriate in its absolute discretion by notice to the User. Suspension of the Services as a whole or in part under this clause does not affect Belfius Bank's right to terminate the Belfius via SWIFT Agreement as a whole or in part nor the User's obligation to make payments under the Belfius via SWIFT Agreement.
- 16.7 Belfius Bank, may also suspend the provision of the Services for such period or periods as it considers appropriate in its absolute discretion by notice to the User if (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for technical reasons, provision of the Services is impossible or cannot be achieved without unreasonable cost to Belfius Bank (c) suspension is required by SWIFT or the SWIFT Documentation; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to any party to the Belfius via SWIFT Agreement. This does not effect the obligation of the User to live up to its obligations under the Belfius via SWIFT Agreement.
- 16.8 Termination of the Belfius via Swift Agreement does not affect a party's accrued rights and obligations at the date of termination. Each party's further rights and obligations shall cease immediately on termination except that clauses 1, 5, 6, 7, 8, 10, 11, 12 and 18, as well as this clause, shall survive termination of the Belfius via Swift Agreement and continue in full force and effect.
17. **GOVERNING LAW AND JURISDICTION**
- 17.1 The Belfius via SWIFT Agreement and all matters arising from or connected with it are governed by Belgian law (without giving effect to any conflict of law provision that would cause the application of other laws).
- 17.2 The courts of Brussels, Belgium have exclusive jurisdiction to settle any dispute arising from or connected with the Belfius via SWIFT Agreement.
18. **GENERAL**
- 18.1 A User may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under the Belfius via SWIFT Agreement without having first obtained Belfius Bank's written consent.
- 18.2 Belfius Bank's and each recipient's records will, unless they are demonstrated to be wrong, be evidence of the User's dealings within the Belfius via SWIFT Agreement. Each party agrees not to object to the admission of the records (including computer records) of the others as evidence in legal proceedings, subject to the applicable laws of evidence.

- 18.3 If any part of the Belfius via SWIFT Agreement or these Terms and Conditions is found 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.
- 18.4 The User acknowledges and accepts 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. No rights are granted to the User 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.
- 18.5 The Belfius via SWIFT Agreement cannot be construed as granting the User the authority to bind SWIFT or Belfius Bank to any obligations, and the User is not permitted to make any statement which may be construed as constituting any obligation, representation or warranty on the part of SWIFT or Belfius Bank.
- 18.6 To make a valid claim, the User must submit its claim to Belfius Bank within the following time limits:
- for claims relating to invoices: within 30 days of the date of the invoice;
 - for claims relating to SWIFT Messages: within 30 days of the date the message was emitted;
 - any other claims: within 6 months of the date on which the claiming User becomes aware (or should have reasonably have become aware) of the event giving rise to the claim.

Schedule 1: FIN and FILEACT

SWIFT offers secure, reliable and resilient, access-controlled store-and-forward messaging services to exchange structured messages. Value added processing includes message validation to ensure messages are formatted according to SWIFT message standards, delivery monitoring and prioritisation.

FIN

FIN is SWIFT's core store-and-forward messaging service. It enables the exchange of individual structured financial messages in a secure and reliable way.

FIN is a secure, reliable and resilient, access-controlled, structured store-and-forward messaging service. Value added processing includes message validation to ensure messages are formatted according to SWIFT message standards, delivery monitoring and prioritisation, message storage and retrieval.

It is based on a distributed processing architecture with full, built-in redundancy to ensure maximum

availability.

A broad range of possibilities are offered by Belfius in the Belfius via SWIFT service. The most up-to-date information of the FIN-messages supported by Belfius can be found in the Configuration Form of the Belfius via SWIFT-service and in the technical information, available via www.belfius.be/swift.

FILEACT

FileAct allows secure and reliable transfer of files and is typically used to exchange batches of structured financial messages and large reports.

FileAct supports tailored solutions for market infrastructure communities, closed user groups and financial institutions.

FileAct is particularly suitable for bulk payments, securities value-added information and reporting, and for other purposes, such as central-bank reporting and intra-institution reporting.

A broad range of possibilities are offered by Belfius in the Belfius via SWIFT service. The most up-to-date information of the FIN-messages supported by Belfius can be found in the Configuration Form of the Belfius via SWIFT-service and in the technical information, available via www.belfius.be/swift.

SCHEDULE 2

USER ADHERENCE FORM

User Adherence Form in relation to the Belfius via SWIFT Agreement

TO: Belfius Bank SA/NV, a limited liability entity under Belgian law, incorporated in the register of legal persons under the number 0403.201.185, whose registered office is at 44 Boulevard Pacheco, 1000 Brussels Belgium (hereinafter "Belfius Bank").

This User Adherence Form relates to the Belfius via SWIFT Agreement of [date] between Belfius Bank, [name of lead User entity] (the "**Original User**") and any other Users which have subsequently adhered to the Belfius via SWIFT Agreement. Terms defined in the Terms and Conditions attached to the Belfius via SWIFT Agreement have the same meanings when used in this User Adherence Form.

1. This form is executed by [name of User Group Member] (the "**New User**") and the Original User (in its own right and on behalf of each other User) and is submitted to Belfius Bank.
2. The New User confirms that it has reviewed, comprehends and subscribes to the Belfius via SWIFT Agreement.
3. The New User represents having read and having full knowledge of the Terms and Conditions Belfius via SWIFT as well as the Tariffs Form and accepts these entirely.

The New User establishes connection to the SWIFT-network¹:

- through the same Authorised SWIFT Participant as the Original User; or
- as an Authorised SWIFT Participant; or
- as via another Authorised SWIFT Participant.

In the event where the New User establishes a connection to the SWIFT-network via another Authorised SWIFT Participant than the Original User uses, the New User undertakes to immediately fill out and duly sign a new Configuration Form.

4. It is agreed that, in the circumstances and subject to the Conditions set out in the Terms and conditions, the New User becomes party to the Belfius via SWIFT Agreement as a User. The New User agrees to be bound by the obligations, and accepts the benefits, allocated to it as a User under the Belfius via SWIFT Agreement. Belfius Bank, the original User and each other User, which is a party to the Belfius via SWIFT Agreement agree with the New User that it will be bound by the obligations, and accept the benefits, allocated to it as Belfius Bank, the User, any User, respectively, under the Belfius via SWIFT Agreement.

¹ Please indicate the retained option – no indication => through the same Authorized SWIFT Participant as the Original User

5. A list of the accounts which will be the New User's Operating Accounts, indicating in each case the Belfius Bank with which the Operating Account is held, is enclosed in its new Configuration Form.
6. Without limiting the provisions of the Terms and Conditions or any other provisions of this User adherence form, the New User confirms to Belfius Bank, to the Original User, that Belfius Bank and the recipients are irrevocably authorised to implement instructions relating to the New User, including without limitation instructions relating to the New User's Operating Accounts, and Belfius Bank is irrevocably authorised to process and forward such instructions, as set out in the Terms and conditions.
7. The New User warrants, represents and undertakes that (i) it is an Authorised SWIFT Participant; or (ii) has made all the necessary arrangements in order to obtain an access to the SWIFT-network via an Authorised SWIFT Participant.
8. The Original User warrants, represents and undertakes that the New User (i) is an Authorised SWIFT Participant; or (ii) has made all the necessary arrangements in order to obtain an access to the SWIFT-network via the Authorised SWIFT Participant mentioned in article 3 of this User Adherence Form.
9. The New User authorises the Original User to sign on its behalf any additional User Adherence Form for the adherence of any subsequent new user..
10. The New User warrants and represents that it is duly organised and existing under the laws of the jurisdiction of its incorporation, has been in continuous existence since establishment and has the right, power and authority, and has taken all actions necessary, to execute and deliver this User Adherence Form.

This User Adherence Form and all matters arising from or connected with it are governed by Belgian law (without giving effect to any conflict of law provision that would cause the application of other laws). The courts of Brussels, Belgium have exclusive jurisdiction to settle any dispute arising from or connected with the Belfius via SWIFT Agreement and this User Adherence Form.

Agreed:

Signature _____
Name _____
Title _____
Date _____

For and on behalf of [*name of New User*]

Agreed:

Signature _____

Name _____

Title _____

Date _____

For and on behalf of [*name of User entity*], in its own right and on behalf (and with the authority) of each other User.

Execution by Belfius Bank is optional:**Agreed:**

Signature _____

Name _____

Title _____

Date _____

For and on behalf of *Belfius Bank*