

Agreement on The SWIFTNet Service Bureau Offer

This Agreement is concluded under the Global Terms and Conditions available on the Kyriba Website (www.kyriba.com/contracts).

I. Additional definitions

| | |
|--------------------------------|--|
| BIC | The acronym of Business Identifier Code designates the code attributed by SWIFT to a non-bank participant. |
| SWIFT | Designates the “Society for Worldwide Financial Telecommunication” SCRL – co-operative society having its registered offices at 1 Avenue Adèle, B1310 La Hulpe, Belgique. |
| SWIFTNet | Designates the inter-bank network based on IP used by SWIFT since 2004. On this network, transmission of information is encrypted and authentication procedures are very strict. Security is ensured by encryption means. |
| SWIFT USER | Designates any establishment which has received the approval of SWIFT to exchange messages on the SWIFTNET network from its own SWIFT address (BIC). |
| SWIFTNet Service Bureau | KYRIBA’s offer, based on BRED « PlanetLink » and other BRED’s services. |
| SAA | SWIFT Alliance Access. |
| SAG | SWIFT Alliance Gateway. |
| SCORE | Acronym of Standardized Corporate Environment, designates a closed group of users managed by SWIFT enabling member companies and banks to communicate amongst themselves via the SWIFTNet network. |
| MA-CUG | Acronym of Member Administrated User Group, designates the closed group of subscribers, proposed by a bank in its capacity as a member of SWIFT. The KYRIBA Customer shall be required to sign a contract via the SWIFTNet (MA-CUG) network with each of the banking counterparts with whom it wishes to directly exchange SWIFT messages. |
| Business Days | Designates business days under the Target calendar. |

II. BACKGROUND

The Customer uses the KYRIBA “SaaS Services”, through which it manages and deals with all or part of its cash flow operations, payments, collections and communicate with banks.

The Customer wishes to have access to the “SWIFTNet Bureau Service” in order to communicate, issue and receive messages or files via SWIFTNet with the different banks which have adhered to the “Swift for Corporate” programme, from its own SWIFT address (BIC code).

III. PURPOSE

The purpose of this Agreement is to determine the conditions under which the Customer, having prior approval as a “SWIFT user”, shall have access to the KYRIBA “SWIFTNet Bureau Service”.

IV. PRECONDITIONS – SUSPENSIVE CONDITIONS LINKED TO THE USE OF SWIFTNET

The Parties acknowledge all the SWIFT documentation as being applicable to the performance of this Agreement. The Customer declares that it is acquainted with the “[Shared Infrastructure Programme - Terms and Conditions](#)” and “SWIFT General Terms and conditions” documents published by SWIFT. These documents are available on the SWIFT website (currently: www.swift.com).

The Parties acknowledge that modifications to the technical parameters and the electronic mail services may be requested by SWIFT. They therefore undertake to work together in good faith and in a reasonable manner before any modification. The Customer agrees that it must obtain approval from SWIFT as a SWIFT user, this being a precondition of the performance of this Agreement.

V. CONTENT OF THE OFFER

The “SWIFTNet Bureau Service” offer from KYRIBA includes:

- i. the making available of technical and computer resources, both hardware and software “Infrastructures” enabling the Customer, acting on its own account, or on behalf of its subsidiaries, to link up to the SWIFTNet network via the KYRIBA platform, in order to issue and receive messages or files ;
- ii. the administrative steps with SWIFT in order to obtain a BIC code as well as registration with SWIFT in the MA-CUG of the different banks in the “Swift for Corporate” programme and/or as a SCORE Participant for eligible companies ;
- iii. technical advice, assistance and tests for linking to the “SWIFTNet Bureau Service” dedicated platform ;
- iv. corrective maintenance services and technical assistance with SWIFT software, as well as evolutions in SAA et SAG software hosted in the “SWIFTNet Bureau Service”;
- v. reception of Customer messages or files via SWIFTNet supplied by banks belonging to the “Swift for Corporate” programme ;
- vi. the issue of Customer messages or files via SWIFTNet to the banks belonging to the “Swift for Corporate” programme ;
- vii. Integration into KYRIBA “SaaS Services” of information gathered via the KYRIBA “SWIFTNet Bureau Service” on behalf of the Customer and/or the sending of Customer information included in KYRIBA “SaaS Services” to its partner banks through the KYRIBA “SWIFTNet Bureau Service”.

| Service | Customers' Time Slots | Closing Time Slots |
|--------------------------|---|---|
| FIN Messages | From Sunday 5:00am to Saturday 4:50pm (CET) | Messages (sent or received) are stored. |
| FILEAct Messages via SAG | From Sunday 10:00am to Sunday 9:00am (CET) | Sent messages are stored, received messages are lost. |
| FILEAct Messages via SAA | From Sunday 5:00am to Sunday 4:50pm (CET) | Sent messages are stored, received messages are lost. |

Attention, during the SWIFT network maintenance (ADW: Allowable Downtime Window set forth at <https://www.swift.com/ordering-support/operational-status/allowable-downtime-windows>), sending Files or Messages via SWIFT should be avoided.

VI. CUSTOMER OBLIGATIONS

The Customer shall respect the rules and obligations which fall to SWIFT Users and, if it benefits from such, to “SCORE Participants”. The Customer shall make its own study and analysis of the “SWIFTNet Bureau Service”, and acknowledge the Documentation entitled “[Shared Infrastructure Programme - Terms and Conditions](#)” published by SWIFT, as well as the whole of the rules regulating the relationship between SWIFT and the users.

The Customer undertakes only to deal with financial or commercial operations which are related to its activity via the “SWIFTNet Bureau Service”.

The Customer has been informed that the issuing banks are responsible for files made available to it through the KYRIBA “SWIFTNet Bureau Service”.

VII. FEES SETTING

KYRIBA shall bill to the Customer:

- the setup costs, which shall be paid upfront after signature and will be set forth in the Order Schedule "Consulting",
- the monthly cost of use of the service for each connected BEI (the recurring fixed cost) set forth in the Order Schedule "SaaS Services" under reference "Swiftnet",
- the monthly traffic cost for the Swiftnet payments which will be billed by KYRIBA to Customer on a quarterly basis based on Swift invoice without margin.

The Customer is informed that these rates may change according to the evolution of SWIFT rates, and consequently of Bred rates, and in this case, according to the one-month notice.

VIII. FORCE MAJEURE

In no case, shall any Party be liable due to the lateness or failure in the supply of the Service due to force majeure event, under the definition normally retained in case law by the courts having jurisdiction, and in particular, due to any unavoidable event which is external to the parties, for example:

- failure in electricity supply,
- administrative or legislative interventions,
- technical, administrative or other contingencies regarding the transmission lines and networks,
- war or threats of war, terrorism, sabotage, riots, external strikes, fires, floods,
- any failure by SWIFT.

In such a case, each of the Parties shall, as soon as possible, inform the other Party of the coming about of such events and propose a substitute solution.

IX. SUSPENSION OF THE SERVICE IN EXCEPTIONAL CASES

In order to maintain the security and integrity of the systems, the Customer agrees that KYRIBA may, in exceptional cases, suspend performance of the Service, subject the immediate information of the Customer of such suspension by all possible means. By “exceptional cases”, the parties refer, in particular, to acts of piracy or malicious acts.

Should performance of the Service remain suspended 30 calendar days after notification of such suspension, the present Agreement may be terminated by the affected Party by way of a recorded delivery letter, with acknowledgement of receipt, sent by the affected Party to the other Party.

X. SETTLEMENT OF INCIDENTS

Should any failure be noticed in the technical functioning, each of the Parties undertakes to inform the other by any possible means and to discover the elements of it as soon as possible, to facilitate research into its causes, and to work with the other party as much as possible in order to remedy the issue.

XI. INTEGRALITY OF THE AGREEMENT AND APPENDIXES

The present Agreement, with its Appendixes I and II, which are an integral part of it, constitutes the Parties’ full agreement. Any amendment shall only be made after agreement of an amendment duly signed by the Parties, unless otherwise provided in the appendixes.

Appendix 1

Client SWIFTNet Perimeter

TYPE OF MESSAGES CARRIED ON SWIFTNET

FIN Message yes no

FILEAct Messages yes no

Bank, Branch, Country concerned by the planned FILEAct exchanges:

CLIENT CONTACTS

SWIFTNet Contacts:

Technical Contacts for IT aspects:

Appendix 2

Sponsoring request to obtain BIC Code

I, the undersigned (First Name, Last Name) _____
Acting in my capacity as _____
For (Company Name) _____
Domiciled at _____
Registered on the Trade Register _____
Under number _____

- mandate the BRED Banque Populaire domiciled at 18 quai de la Rapée 75012 Paris for the purpose of carrying out registration formalities with SWIFT SCRL - Society for Worldwide Financial Telecommunication, co-operative society having registered offices at 1 Avenue Adèle, B1310 Bruxelles, to obtain the status of SWIFT User;
- designate BRED as Member Concentrator for its connection to the SWIFTNet network organised by SWIFT SCRL via the Kyriba platform.

Signed in _____, on _____

Signatory

Company Stamp