

SWIFT STANDARDISED CORPORATE ENVIRONMENT (SCORE) Service Agreement

This SWIFT Standardised Corporate Environment (SCORE) Service Agreement (the “Agreement”), is dated as of _____, between _____ (“Customer”), having an office at _____ and The Bank of Nova Scotia and PAB’s as listed in Exhibit B with a principal office at 44 King Street West, Toronto, Ontario, Canada, M5H 1H1.

1. Definitions.

The following defined terms as used in this Agreement and in Exhibit A shall have the meanings specified below:

“**Member Administered Closed User Group**” or “**Closed User Group**” or “**SCORE**” shall mean a group of users who participate in the closed user group as a Service Participant and allowed to use SWIFT products and services to communicate with the Service Administrator.

“**PAB**” means an Authorised SWIFT Participant which is a Scotiabank Group Member (other than Scotiabank) which becomes a party to this Agreement and directly participates in SCORE by using the SWIFT Messaging Services;

“**Scotiabank**” shall mean, as applicable, The Bank of Nova Scotia and its branches and subsidiaries operating outside of Canada.

“**Service Administrator**” shall mean The Bank of Nova Scotia.

“**Service Participant**” shall mean Customer.

“**Service(s)**” shall mean the SWIFT Products and Services and the services provided to Customer by Scotiabank in association with the SWIFT Products and Services provided hereunder.

“**SWIFT Governing Documents**” shall mean the following SWIFT documents: (a) the General Terms and Conditions of the By-laws (see Corporate Rules), (b) the Corporate Rules, (c) FIN Policy, (d) Pricing & Invoicing, (e) FIN Service Description of the User Handbook of SWIFT, and (f) other rules or terms governing the use of SWIFT services.

“**SWIFT Messages**” shall mean international financial message transmission using the SWIFT Products and Services.

“**SWIFT Products and Services**” shall mean the products and services provided by SWIFT hereunder as set forth in Exhibit A attached hereto and made a part of this Agreement.

“**SWIFT**” shall mean the Society for Worldwide Interbank Financial Telecommunication, a Limited Liability Cooperative Society, established at Avenue Adèle 1, B-1310 La Hulpe, Belgium.

“**SWIFT Undertaking**” shall mean the application agreement between Customer and SWIFT.

2. Scope of Service.

2.1 **The Bank of Nova Scotia and certain of its subsidiaries operating outside Canada** are members of SWIFT and whereby sssUser Group.

2.2 **Customer is** a Service Participant selected by Scotiabank to participate in Scotiabank’s Closed User Group as it relates to the Customer accounts set forth in Exhibit A.

2.3 **Restricted nature of services**

Customer, as a Service Participant, is permitted, in accordance with the terms of the SWIFT Governing Documents and this Agreement, to use the SWIFT Products and Services set forth in Exhibit A, together with such other services as the parties hereto may hereafter mutually agree upon in writing, to communicate with the Customer through the use of SWIFT Products and Services only as defined in the SWIFT Governing Documents and the message matrix in the FIN Service Description, as amended from time to time, for the category in which Customer has applied and been accepted by SWIFT.

3. SWIFT Provided Services/Connectivity.

Customer is solely responsible for all costs and expenses associated with joining SWIFT including any third party vendor costs and expenses.

4. SWIFT Approval and Other Agreements.

4.1 **SWIFT Undertaking and SWIFT Governing Documents**

Prior to being authorized to use the SWIFT Products and Services, Customer shall execute the SWIFT Undertaking, pay the applicable entry fee, and be approved as a Service Participant by the SWIFT Board of Directors. Customer agrees to abide by, and be bound to the terms of the SWIFT Governing Documents applicable for the category in which the Customer has been accepted.

4.2 Underlying Scotiabank Product/Service Agreements and Account Opening Documentation

Customer's participation as a Service Participant is subject to the applicable Scotiabank account terms and conditions document or agreement that governs the Customer's accounts maintained with Scotiabank and any other agreement(s) applicable to the underlying products and services provided by Scotiabank to Customer (the "Underlying Agreements"). The parties agree and acknowledge that the parties' respective duties, obligations and liabilities with regard to the underlying products and services provided by Scotiabank to Customer are as set forth in the Underlying Agreements.

If a dispute arises regarding a payment instruction or any banking service governed by an Underlying Agreement, the parties agree and acknowledge that the parties' respective duties, obligations and liabilities under the Underlying Agreement will be governed by the laws of the jurisdiction in which the bank accounts of the Customer, to which the debit or credit would be applied, are located and domiciled. The Service Administrator shall have no liability to the Customer in any manner for a dispute or obligation under the Underlying Agreements for the services provided.

5. Fees.

The Customer shall compensate Scotiabank for the Service(s) in accordance with the fee schedule as set out in the Underlying Agreements. Scotiabank shall be entitled to debit any of the Customer's account for the payment of all fees and charges associated with the Service(s).

6. Security Procedures; Formats.

6.1 RMA key exchange; SWIFT security

Customer acknowledges and understands that access to SWIFT Products and Services is subject at all times to the security procedures described in the SWIFT Governing Documents.

6.2 Acknowledgment of commercial reasonableness

It is understood that the security procedures used by the parties are designed to verify the authenticity of, and not to detect errors in, SWIFT Messages. Customer agrees that the security procedures described in the SWIFT Governing Documents constitute a commercially reasonable method of providing security against unauthorized SWIFT Messages and that Scotiabank shall be entitled to rely and act upon all SWIFT Messages issued in the name of the Customer and received by Scotiabank in good faith and in accordance with the security procedures described herein.

6.3 Formats

All SWIFT Messages must be sent via SWIFT in the format specified in the SWIFT Governing Documents or as otherwise specified by Scotiabank.

7. Liability.

Scotiabank and its officers, directors, employees and agents shall not be liable for any failed or delayed transactions or communications as a result of failures or delays in SWIFT connectivity. Scotiabank's sole responsibility hereunder shall be to administer the Closed User Group and to receive SWIFT Messages as further detailed in Exhibit A, and Scotiabank's liability for any damages, losses or expenses of any kind or nature in relation thereto shall in no event exceed the fees paid to Scotiabank for the month in which such damages, losses or expenses have been incurred or sustained by Customer. Furthermore, Scotiabank's liability in connection with any underlying products or services provided incidentally to this Agreement shall be determined in accordance with the Underlying Agreements. In no event shall Scotiabank or any of its officers, directors, employees or agents be liable for any incidental, indirect, special, or consequential damages, regardless of the form of action and even if Scotiabank has been advised of the possibility of such damages.

8. Representations and Warranties.

Customer represents, warrants and covenants that Customer is now and will remain:

- (a) duly incorporated, validly existing and duly organized legal entity,
- (b) in good standing financially and with respect to compliance with all applicable laws and regulations,
- (c) subject to regular audits in accordance with internationally recognized accounting standards by an independent auditing firm,
- (d) while participating in the Closed User Group will only use the SWIFT Products and Services to communicate with Scotiabank,
- (e) while participating in the Scotiabank Closed User Group will maintain its status as a customer of Scotiabank, and

- (f) in compliance with the SWIFT Undertaking and the SWIFT Governing Documents, including the General Terms and Conditions of the By-laws, Corporate Rules and to the terms and conditions of the User Handbook of SWIFT applicable to the category in which the Customer has applied and been accepted.

Customer further warrants that this Agreement has been duly authorized, executed and delivered by the Customer and constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its terms.

Customer will indemnify Scotiabank and its officers, directors, employees and agents and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from a breach by the Customer of any representation, covenant or warranty made under this Agreement.

9. Term/Termination.

9.1 By Scotiabank

Scotiabank may terminate this Agreement and Customer's use of the SWIFT Products and Services in the Closed User Group at any time by giving Customer not less than three months prior written notice. Notwithstanding the foregoing, Scotiabank may terminate this Agreement immediately, without prior notice to Customer, if required to do so by any regulator or governmental authority. Scotiabank may also terminate this Agreement immediately without notice to the Customer if: (i) the Customer breaches any term of this Agreement; (ii) there is a change of control or any sale of substantially all of the assets of the Customer; (iii) there are any proceedings in bankruptcy, receivership, liquidation or insolvency is commenced against the Customer or its property; (iv) the Customer makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to do business as a going concern or seeks any arrangement or compromise with its creditors under any statute or otherwise. Unless otherwise advised, the Agreement and the affected Service(s) shall continue in full force and effect as to all transactions the processing of which has been commenced by the Scotiabank prior to such termination.

9.2 By Customer

Customer may terminate this Agreement and Customer's use of the SWIFT Products and Services in the Closed User Group at any time by giving Scotiabank not less than three months prior written notice. The Agreement and the affected Service(s), however, shall continue in full force and effect as to all transactions the processing of which has been commenced by Scotiabank prior to such termination.

9.3 Consequence of termination by SWIFT

This Agreement shall terminate automatically in the event that either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws. In the event that the Customer's loss of user status is due to Customer's breach of any obligations to SWIFT, Customer shall be liable to Scotiabank for any fees due for the remainder of the current period. The Agreement and the affected Service(s), however, shall continue in full force and effect as to all transactions the processing of which has been commenced by Scotiabank prior to such termination.

10. Data Privacy.

Scotiabank will comply with all reasonable requests of Customer with respect to protecting personal data about Customer employees and contractors, customers, suppliers, and others Scotiabank receives in connection with its performance of this Agreement, including but not limited to: restricting employee and subcontractor access to personal data, following Customer's instructions in connection with processing personal data, not disclosing personal data to any third party without Customer's written permission, applying appropriate security measures to protect the personal data, and complying with all applicable data protection laws. In the event of any unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of personal data, Scotiabank will immediately notify Customer and cooperate with Customer's reasonable requests to investigate and remediate such incident and provide appropriate response and redress.

11. Miscellaneous.

11.1 Notices

All notices required or permitted hereunder may be sent to the Customer by ordinary mail, by courier, by electronic transmission or by such other means as the Customer and Scotiabank agree upon from time to time at the address (street address, post office box or electronic address) last recorded by Scotiabank. Unless otherwise arranged, all notices to Scotiabank must be sent to Scotiabank – Global Wholesale Services, Money Transfer Services, 720 King St. West, 4th Floor, Toronto, Ontario Canada, M5V 2T3, Attention: Director, WBO Money Transfer and Foreign Exchange Management and to the Scotiabank branch or entity that is providing the Service(s) to Customer.

11.2 [Amendments](#)

The Agreement may only be amended in writing signed by both Scotiabank and Customer.

11.3 [Successors and Third Parties.](#)

The Agreement shall be binding upon and shall inure to the benefit of the Customer and Scotiabank and their respective successors and permitted assigns. The terms of this Agreement may be enforced only by a party to it or such party's successors and permitted assigns. Neither party may assign, transfer or otherwise dispose of all or any part of its rights or obligations or interests in this Agreement without the prior written consent of the other party.

11.4 [Waiver.](#)

No failure or delay to exercise any right or option arising out of a breach of this Agreement shall be deemed a waiver of any right or option with respect to any subsequent or different breach or the continuance of any existing breach after demand for strict performance. Scotiabank may waive any provision of the Agreement, but such waiver shall apply only on that occasion and must be in writing to be enforceable by the Customer. Such waiver shall not constitute a waiver of any other provision of the Agreement.

11.5 [Variation of Law; Severability.](#)

Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of the Agreement. If any provision of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

11.6 [Governing Law.](#)

The Agreement and the Exhibit A attached hereto shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Customer has caused duly authorized representatives of their company to execute this Agreement as of the date first written above.

CLIENT'S NAME

By:

By:

Authorized Signing Officer

Authorized Signing Officer

Print
Name:

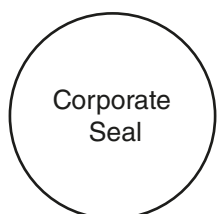
Print
Name:

Title:

Title:

I have the authority to bind the corporation

I have the authority to bind the corporation



(affix corporate seal
where required)

Exhibit A SERVICES EXHIBIT

1. Description of SWIFT Products and Services provided under the terms of the Agreement.

Transaction Messages
Outbound Messaging - MT101& MT210 Message (to an executing bank)
Inbound Messaging - MT195 & MT199 & MT900 Series Messages (from an executing bank)
Advices
Debit Advice - MT900
Credit Advice - MT910
FileAct
File contents and format as mutually agreed
Statement Reporting
MT940 and MT950 Series

DETAILS OF MESSAGES TO BE EXCHANGED:

Corporate to Financial Institution	Financial Institution to Corporate
<input type="checkbox"/> MT101 Request for Transfer	<input type="checkbox"/> MT199 Free Format Message
<input type="checkbox"/> MT199 Free Format Message	<input type="checkbox"/> MT300 Foreign Exchange Confirmation
<input type="checkbox"/> MT210 Notice to receive	<input type="checkbox"/> MT320 Fixed Loan Deposit Confirmation
<input type="checkbox"/> MT300 Foreign Exchange Confirmation	<input type="checkbox"/> MT399 Free Format
<input type="checkbox"/> MT320 Fixed Loan Deposit Confirmation	<input type="checkbox"/> MT798 Proprietary Message
<input type="checkbox"/> MT399 Free Format	<input type="checkbox"/> MT900 Confirmation of Debit
<input type="checkbox"/> MT798 Proprietary Message	<input type="checkbox"/> MT910 Confirmation of Credit
<input type="checkbox"/> MT999 Free Format	<input type="checkbox"/> MT940 Customer Statement
<input type="checkbox"/>	<input type="checkbox"/> MT942 Interim Transaction Report
<input type="checkbox"/>	<input type="checkbox"/> MT950 Statement Message
<input type="checkbox"/>	<input type="checkbox"/> MT999 Free Format

Exhibit B - List of PAB's

Branch Name	BIC
Scotiabank (USA)	NOSCUS33
Scotiabank (Houston)	NOSCUS4H
Scotiabank (Mexico)	MBCOMXMM
Scotiabank (Chile)	BKSACLRM
Scotiabank (Colombia)	COLPCOBB
Scotiabank (El Salvador)	BCSASVSS
Scotiabank (Peru)	BSUDPEPL
Scotiabank (Uruguay)	COMEUYMM
Scotiabank (Costa Rica)	NOSCCRSJ
Scotiabank (Panama)	NOSCPAPA
Scotiabank (Jamaica)	NOSCJMKN
Scotiabank (Belize)	NOSCBZBS
Scotiabank (british Virgin Islands)	NOSCVGVG
Scotiabank (Dominican Republic)	NOSCDOSD
Scotiabank (Haiti)	NOSCHTPP
Scotiabank (Puerto Rico)	NOSCPR22
Scotiabank (US Virgin Island)	NOSCVIVI
Scotiabank (Anguila)	NOSCAIAI
Scotiabank (Antigua & Barbuda)	NOSCAIAG
Scotiabank (Bahamas)	NOSCBSNS
Scotiabank (Barbados)	NOSCBBBB
Scotiabank (Cayman)	NOSCKYKX
Scotiabank (Dominica)	NOSCDMDM
Scotiabank (Grenada)	NOSCGDGD
Scotiabank (Guyana)	NOSCGYGE
Scotiabank (St Kitts & Nevis)	NOSCKNSK
Scotiabank (St Lucia)	NOSCLCLC
Scotiabank (St Maarten)	NOSCSXSM
Scotiabank (ST Vincent & The Grenadines)	NOSCVVCV
Scotiabank (Trinidad y Tobago)	NOSCTTPS
Scotiabank (Turks & Caicos)	NOSCTCGP