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[] 2017

Dear [],

This letter is intended to set out the terms of the agreement reached between us;

We, weatherXchange Limited, will;

- allow you access to the weatherXchange® Platform (“weatherXchange”) as a “Execution-Only Broker”. We will give you access to weatherXchange’s structuring and RFP-sending tools to allow you to send pricing requests expediently subject to the normal weatherXchange Terms of Use.
- deliver and List on weatherXchange data you request to structure weather risk contracts for your clients. This is subject to being on a reasonable-request basis. The provision of this data is made on the basis that a bona fide RFP will be sent within a reasonable period. The use of such data will be subject to normal Speedwell Weather Terms and Conditions as set out in our standard contract which we will need to agree and execute. The data will be licenced for your use only. Once listed on weatherXchange, Protection Sellers will then have immediate access to the same data set for pricing the transaction and responding to you.
- where you want to use station-based observed data and the required site is not yet listed on weatherXchange, quality control the data and list the site on weatherXchange, on a reasonable request basis.
- where a trade is consummated and following the consequential request for Settlement Data, deliver this Settlement Data, any Settlement Notifications and the final Settlement Certificate to all named “Permitted Counterparties” as defined on the Settlement Data Contract. This will normally include you and your client.
- list your contact information on the weatherXchange marketing web site as a participating “Execution-Only Broker”. At our discretion we may prepare and issue marketing materials that reference your participation on the platform.

You will;

- use the weatherXchange platform to send RFPs. This is understood to be an important quid-pro quo of this relationship in order that the Protection Sellers recognise that the pricing requests are linked to the weatherXchange initiative.
- where a trade is consummated which is based on data provided to you by weatherXchange, either you or the relevant Protection Seller will enter the transaction on weatherXchange Platform for the provision of Settlement Data by Speedwell Settlement Services Limited (“SSS”). SSS is paid for this service by the Protection Seller.

- meet or have a conference call at least every three months with us to review progress on the partnership with a view to reviewing levels of weatherXchange activity, transactions executed or to see how the collaboration might be improved.
- conduct yourself appropriately and respectfully in terms of your interactions with Protection Sellers . You recognise that the pricing of transactions by Protection Sellers can be time consuming and that the maintenance of high standards of etiquette in interactions with Protection Sellers is important for the reputation of the weatherXchange platform. In particular it is understood that giving timely feed-back as to whether a trade was consummated and if so broadly on what terms is important to securing the continuing cooperation of the Protection Sellers on whom you and weatherXchange rely.

This arrangement can be terminated by either party at any time by giving one month's written notice to the other either by email to the signatories below or by written notice to each party's registered address. This arrangement can be terminated immediately by weatherXchange on a breach of its Terms of Use or the Speedwell Weather Terms and Conditions.

There is no charge to you for this service. You understand that while weatherXchange makes no transaction charge directly or indirectly to Protection Sellers, all Protection Sellers listed on weatherXchange Platform are required to licence the underlying weather data and that some of them may also licence the Speedwell Weather System which helps streamline their response to RFPs. In addition, it is understood that Protection Sellers must request Settlement Data for such transactions as a condition of being on the Platform and that this is a chargeable service.

It is understood, and notwithstanding the Terms and Conditions relating to the data, that any cooperation by You with companies that might reasonably be seen as competitors of weatherXchange would be deemed inappropriate given the reciprocal nature of this agreement and therefore likely to lead to weatherXchange terminating the relationship.

It is understood that this agreement with You is non-exclusive and that weatherXchange may at its discretion work with other Brokers in the same area and sectors.

We are very excited by the possibilities presented by this collaboration and would be grateful if you would confirm your agreement to the above by signing the attached copy of this letter.

Yours sincerely

Buchan Scott
General Counsel
weatherXchange Limited

Email: Buchan.Scott@weatherXchange.com

I confirm my agreement to the above

[]
On behalf of []

Date

Email: []

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