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[] 2017

Dear [],

This letter sets out the terms of the agreement reached between us in respect of you being listed as a Protection Seller-MGA on the weatherXchange® Platform.

We, weatherXchange Limited, will;

- List you on the weatherXchange® Platform (“weatherXchange”) as a Protection-MGA Seller. Protection Sellers are listed randomly in the marketing area here: <http://www.weatherxchange.com/Participants/ProtectionSellers> and in alphabetical order on the final screen of the weatherXchange structuring wizard. As a Protection Seller-MGA, the listing may be shown separately from other Protection Sellers.
- Forward Requests for Pricing (“RFP”) from potential Hedgers or Broker-Advisors acting on behalf of potential Hedgers to you where instructed by the Hedger. The details of the RFP will be sent as a weatherML format term-sheet attachment on an email sent to the email address you provide for this purpose. It is understood that it is entirely at the Hedger’s discretion whether or not a particular Protection Seller is included in a particular RFP.
- Permit you to use weatherXchange to send your own RFPs, that is acting in the capacity of a Hedger. The Terms of Use of weatherXchange for Hedgers are displayed at the point of sending an RFP.

As a Protection Seller-MGA acting in the capacity of a Hedger, you can request additional sites / baskets be listed on weatherXchange. On a reasonable request basis, and subject to the complexity of such requests, there is no charge for this. However, sites are listed in this way in the expectation that within a reasonable period of time, they will be used to send a bona-fide RFP.

weatherXchange reserves the right to apply a size limit to RFPs which may be sent to Protection Seller- MGA.

You, Protection Seller-MGA, will;

- Respond to the prospective Hedger within a reasonable time to any RFP received. Responses may include providing a firm price, providing an indicative price, starting a dialogue relating to the trade which might for example include suggestions of adjustments to the structure, or declining to provide a price for that RFP.

- Request additional information about data sets listed on weatherXchange. While data listed on weatherXchange is subject to a quality control process, there may be metadata information that is relevant to understanding a historical time series that is available on request. Such information may include information about data quality types and reporting conventions.
- Request, use and pay for Speedwell Settlement Services for any deals closed with the Hedger where those deals originated on weatherXchange or can reasonably be described as arising from a relationship or enquiry created by weatherXchange. Speedwell Settlement Services include the provision of Settlement Data, any Settlement Notifications, including those relating to Gross Errors, and the final Settlement Certificate. These are provided to all named “Permitted Counterparties” as defined in the Settlement Data Contract. Such Permitted Counterparties will normally include the Hedger and any Broker-Advisor, if applicable.
- If requested by weatherXchange, agree a form of press release with weatherXchange announcing your participation on weatherXchange as a Protection Seller-MGA.
- Provide contact details and website address appropriate for linking to from the weatherXchange website here: <http://www.weatherxchange.com/Participants/ProtectionSellers>
- In relation to any weather data supplied to allow you to respond to an RFP agree to be bound by the Standard Terms and Conditions of the weatherXchange data partner, Speedwell Weather Limited and further agree that such data is licenced only to respond to the RFP.
- Agree to be bound by the weatherXchange Terms of Use on the website.

You, Protection Seller-MGA, will NOT;

- Act as a Broker-Advisor. For the removal of doubt, RFPs may not be “re-intermediated” by you through the weatherXchange Platform or outside it.

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 this letter, weatherXchange’s Terms of Use or any Speedwell group company Terms and Conditions that you are party to.

It is understood that this agreement with Protection Seller-MGA is nonexclusive and that weatherXchange may at its discretion work with other Protection Sellers. Nothing in this letter shall create or be deemed to create a joint venture, partnership or the relationship of principal and agent between the parties.

This letter is governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute that arises out of or in connection with it.

We 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

[name]
[position]
[name of company]
Date: []

Email: []