

Attn. []
[]
[]
[]

[] 2017

Dear [],

This letter sets out the terms of the agreement reached between us in respect of you being listed as a Trading Participant on the weatherXchange® Platform.

We, weatherXchange Limited, will;

1. List you on the weatherXchange® Platform (“weatherXchange”) as a Trading Participant. Trading Participants are users (“Hedgers”) who are interested in not just sending but also receiving RFPs. Trading Participants are listed alphabetically in the marketing area here: <http://www.weatherxchange.com/en/Participants/TradingParticipants>.
2. Permit you to use weatherXchange to send your own RFPs. The conditions of use of weatherXchange for Hedgers are displayed at the point of sending an RFP.
3. Approach any other Trading Participant as requested by you with a view to their consenting to receive RFPs from you.
4. Subject to relevant consent, include that company in the list of companies to whom you can choose to send RFPs. It is understood that it is entirely at the Hedger’s discretion whether or not to select a particular Trading Participant in a particular RFP.

You, Trading Participant, will;

1. Agree to receive RFPs from your chosen Trading Participants where those chosen Trading Participants have previously agreed to be able to receive your RFPs.
2. Request, use and pay for (except in relation to standard contracts based on Speedwell-Market sites for which Settlement Data is currently provided free of charge) 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.
3. In responding to RFPs delivered through weatherXchange, use official weatherXchange data as this is the data used by the Hedgers in the preparation of RFPs. Accordingly you will either have to be a party to the Speedwell SuperPack® agreement or purchase the

relevant data directly from Speedwell Weather (unless provided free of charge by Speedwell Weather).

4. Provide contact details and website address appropriate for linking to from the weatherXchange website here:

<http://www.weatherxchange.com/en/Participants/TradingParticipants>

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 Trading Participant is nonexclusive and that weatherXchange may at its discretion work with other Trading Participants. 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: []

2017 05_4