

This Forward Contract Addendum to the Terms and Conditions ("Addendum") is subject to and governed by the contractual provisions set forth below. This Addendum supplements the Terms and Conditions to which Client has already agreed to be bound. This Addendum is intended to govern only the Services regarding the sale and/or purchase of a Forward Contract(s); all other provisions of the Terms and Conditions remain operative and are expressly incorporated by reference. The Terms and Conditions, not this Addendum, shall govern all other Services. Except for Section 7 of the Terms and Conditions, where there is a conflict between the terms of this Addendum and the Terms and Conditions, the terms of this Addendum shall control with respect to the Forward Contract Services set forth herein and solely to the extent of the conflict. Unless otherwise specified herein, capitalized terms used, but not otherwise defined herein, shall have the same meaning assigned thereto in the Terms and Conditions.

**WHEREAS**, Client and Convera each desire from time to time to enter into a Forward Contract(s) with each other and, to have such Forward Contract(s) be governed by this Addendum;

**NOW, THEREFORE**, in consideration of the rights and duties allocated below as well as in the Terms and Conditions, the Parties hereto mutually agree to supplement the Terms and Conditions as follows:

## 1. Definitions

**Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment):** An additional security payment required by Convera in connection with a Forward Contract. The amount of such payment shall be determined solely by Convera and shall be based on the actual adverse foreign currency fluctuation relative to Client's original Forward Contract purchase price, or an adverse change in Client's financial standing and/or credit worthiness.

**CFTC:** The Commodity Futures Trading Commission.

**CFTC Regulations:** Regulations promulgated by the CFTC.

**Commodity Pool:** A "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

**Delivery Window:** The period of time prior to the Maturity Date (Delivery Date/Value Date) during which Client may Draw Down on a Forward Contract.

**Draw Down:** The partial delivery and Settlement of the Forward Contract.

**Facility:** The Settlement terms and foreign currency exposure or trading limit(s) that Convera may grant Client from time to time. Additional detail with respect to Client's Facility may be set forth in a written communication and delivered to Client by Convera.

**Financial Entity:** A "financial entity" as defined in Section 2(h)(7)(C) of the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

**Forward Contract:** A legally binding agreement in which Client agrees to purchase from (or sell to) Convera a specific amount of funds in one currency and to settle, on an agreed future date, in a corresponding amount of funds in another currency.

**Instruction (Request):** A request by Client for Convera to provide Services, including any request for Services made by mail, electronic mail, facsimile, telephone, file transfer, a Standing Order Instruction, the Online Payment System or other means.

**International Swap:** A Swap required by U.S. law and the law of another jurisdiction to be reported both to a CFTC-regulated Swap Data Repository and to a different trade repository registered with the other jurisdiction.

**Life Cycle Event:** A "life cycle event" as defined in CFTC Regulations Section 45.1.

**Maturity Date (Delivery Date/Value Date):** The date on which the Forward Contract becomes due for delivery and Settlement. The Maturity Date must be a business day in all jurisdictions involved in the relevant Forward Contract, including both countries of the currencies involved. The Maturity Date (Delivery Date/Value Date) shall always be the last day of the Delivery Window, if any.

**MSP:** A "major swap participant" as defined in Section 1a(33) of the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

**Partial Prepayment:** A security payment required by Convera in connection with a Forward Contract.

**Swap:** A "swap" as defined in Section 1a(47) of the Commodity Exchange Act and in CFTC Regulations promulgated thereunder. Solely for purposes of this Addendum, "Swap" shall also include "foreign exchange forwards" and "foreign exchange swaps" that may be excluded from the "Swap" definition by the Secretary of the Treasury pursuant to authority granted by Section 1a(47)(E) of the Commodity Exchange Act, solely for purposes of CFTC Regulations with respect to reporting and recordkeeping for Swaps. For the avoidance of doubt and solely for purposes of this Addendum, the term "Swap" shall include Forward Contracts, as defined in Article 1 of this Addendum.

**Swap Data Repository:** A "swap data repository," as defined by Section 1a(48) of the Commodity Exchange Act, registered or provisionally registered as such with the CFTC.

**Swap Dealer:** A "swap dealer" as provided in Section 1a(49) of the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

## 2. Representations and Warranties

Client represents and warrants that Client is not a Swap Dealer, MSP or Commodity Pool.

## 3. Representations and Warranties

- A. Forward Contract.** Client may authorize Convera to enter into a Forward Contract only by delivering an Instruction. Each Forward Contract will be governed by the provisions of this Addendum. For avoidance of doubt, it is agreed by the Parties that this Addendum shall only govern those Forward Contracts purchased from Convera on or after the date on which Client signed this Addendum, as set forth below.
- B. Forward Contract Partial Prepayments.** Within two (2) business days of Client's Instruction to enter into a Forward Contract, unless otherwise agreed in writing (or as contemplated by Client's Facility), Convera must receive from Client a Partial Prepayment in the minimum amount of five percent (5%) of the value of the Forward Contract. During the term of the Forward Contract, (e.g., at anytime until the Maturity Date (Delivery Date/Value Date)) Convera may request, on more than one occasion, and Client agrees to provide to Convera within two (2) business days of each such request, a Partial Prepayment (if not already provided) and/or Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment). Such Partial Prepayment(s) and/or Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment) is (are) intended to maintain the relative value of the funds to be purchased from or sold to Convera or, to address, in Convera's sole discretion, an adverse change in Client's financial standing and/or credit worthiness. Any Partial Prepayments and/or Additional Partial Prepayments (Margin Call/Risk Exposure Top-Up Payment) delivered by Client and received by Convera are non-refundable and will be applied to satisfy Client's total payment obligation owed to Convera with respect to the relevant Forward Contract on the Maturity Date (Delivery Date/Value Date) or on the date of any final Draw Down.
- C. Delivery of Funds.** Once Settlement has been received by Convera, Convera will deliver the funds into Client's Holding Balance (if available). Client shall initiate payments from its Holding Balance (if available) by providing an Instruction to Convera in writing or via the Online Payment System.
- D. Draw Down.** Client may Draw Down against a Forward Contract during the Delivery Window; provided, however, Convera has received Settlement in immediately available funds corresponding to the amount of the Draw Down. Notwithstanding any Draw Down, Client shall be required to provide full Settlement (or any remaining balance) to Convera in immediately available funds in connection with a Forward Contract on or before the end of the Maturity Date (Delivery Date/Value Date).
- E. Rollover.** In the event that Client desires to rollover a Forward Contract, or any portion thereof, before the Maturity Date (Delivery Date/Value Date), Client may do so; provided, however, certain terms, conditions and costs (if any) are agreed in advance by Client and Convera.
- F. Termination.** If Client fails to deliver to Convera any Partial Prepayment or Additional Partial Prepayment(s) (Margin Call/Risk Exposure Top-Up Payment) required in relation to a Forward Contract or, communicates to Convera an intent not to provide to Convera any Partial Prepayment or Additional Partial Prepayment(s) (Margin Call/Risk Exposure Top-Up Payment) required in relation to a Forward Contract, or disputes the validity or existence of a Forward Contract or defaults, or communicates its intent to default, on any of its obligations described in the Terms and Conditions and/or in this Addendum, specifically those described in Section 2(B) above, Convera may terminate and unwind, without any notice to Client, the relevant Forward Contract and/or any other outstanding Forward Contract(s) agreed to between Convera and Client without any liability to Convera and/or take any other steps Convera deems appropriate (including any actions contemplated under Section 7(B) of the Terms and Conditions) to mitigate the potential loss(es) caused by Client's failure to honor its contractual obligations under the Forward Contract(s). In the event of such termination, Client agrees to pay to Convera on demand within five (5) business days the amount of any and all losses and expenses incurred by Convera in connection with the termination and unwinding of the Forward Contract(s). Where a Forward Contract has been terminated, Client agrees that Convera's sole liability to Client shall be to return any amounts Client actually paid to and received by Convera that remain after deducting all amounts owed to the Convera. Except as contemplated in this Section 2(F), Client understands that a Forward Contract, once agreed and entered into, cannot be terminated.

## 4. Miscellaneous

- A. Legal Entity Identifier.** Client shall obtain and maintain, at Client's own expense, a legal entity identifier (provisionally referred to as a "CFTC interim compliant identifier") and shall provide such legal entity identifier to Convera. Client acknowledges that Client's legal entity identifier may be provided by Convera, an affiliate of Convera or a third party service provider to Convera or an affiliate of Convera to the CFTC or to a Swap Data Repository. Client understands that Convera Reporting Entities will have no ability to ensure whether the CFTC or any Swap Data Repository maintains Client's legal entity identifier on a confidential basis and Client does hereby indemnify and save harmless the Convera Reporting Entities from any disclosure of Client's legal entity identifier by the CFTC, any Swap Data Repository or any party acting on their behalf.
- B. Acknowledgment of Recordkeeping Obligations.** Client acknowledges that transactions entered into pursuant to this Addendum may be considered Swaps for purposes of recordkeeping rules of the CFTC and that Client may be required to retain full, complete, and systematic records, together with all pertinent data and memoranda with respect to each Swap transaction in the formats and for the time periods provided under applicable CFTC Regulations. Client understands that no Convera Reporting Entity shall have any responsibility for ensuring Client's compliance with such recordkeeping obligations. Client understands that if Client has any questions concerning Client's recordkeeping obligations, it is Client's obligation to seek legal counsel and Client shall not rely upon any advice provided by Convera.
- C. Status as a Financial Entity.** Client shall inform Convera if Client is a Financial Entity. Client acknowledges that, unless Client has informed Convera that it is a Financial Entity, Convera will be entitled to treat it as not being a Financial Entity. If Client is a Financial Entity, Client agrees that Convera shall be the reporting counterparty for purposes of CFTC Regulations Sections 45.8 and 46.5.
- D. Status as a Swap Dealer or MSP.** Client acknowledges that if Client becomes a Swap Dealer or MSP, Client must so notify Convera. If Client is a Swap Dealer or MSP, Client acknowledges that Client will be the reporting counterparty with respect to transactions in Swaps entered into pursuant to this Addendum for purposes of CFTC Regulations Sections 45.8 and 46.5, and that Client may have extensive reporting obligations with respect to any such transactions. Client acknowledges that Convera will not act as the reporting counterparty for purposes of the foregoing rules and that Convera will not endeavor to report transactions in Swaps on behalf of the Client. Client understands that any costs incurred by Client in connection with swap data reporting obligations of the Client will be the sole responsibility of Client.
- E. International Swaps.** Client shall notify Convera if any Swap entered into pursuant to this Addendum is an International Swap. Such notification from Client shall include the identity of the non-U.S. trade repository or repositories not registered with the CFTC to which the International Swap was reported, along with the swap identifier or identifiers used by the non-U.S. trade repository or repositories to identify the International Swap.

- F. Reporting of Corporate Events.** Client shall notify Convera as soon as practicable, but in no event later than 10 a.m. on the second “business day” (as defined in CFTC Regulations Section 45.1) of the occurrence of any Life Cycle Event with respect to Client including, but without limitation, any novation or assignment with respect to Client’s obligations under any Swap transaction entered into pursuant to this Addendum.
- G. Access to a Swap Data Repository.** Client acknowledges that Client is entitled to obtain access to one or more Swap Data Repositories to which Client’s transactions may be reported by a Convera Reporting Entity. Any fees or expenses in connection with such access will be the sole responsibility of Client. Client understands that CFTC Regulations require Client to report to Convera if Client discovers any error or omission with respect to any swap data reported to a Swap Data Repository. Client undertakes to comply with such obligations and acknowledges that Convera bears no liability or responsibility for any error or omission in data it reports to a Swap Data Repository. Client understands that Client will be required to retain the “unique swap identifier” assigned by the Swap Data Repository in Client’s records and that the only way to obtain such unique swap identifier will be to sign up to access the Swap Data Repository.
- H. Status as a U.S. Person.** Client shall inform Convera if Client is not a U.S. Person, as defined for purposes of CFTC reporting and recordkeeping requirements applicable to Swaps. Client acknowledges that Convera shall treat the Client as a U.S. Person unless Client notifies Convera that the Client is not a U.S. Person. Convera bears no liability to Client for any regulatory obligations it has in any jurisdiction as a result of it being a non-U.S. Person.
- I. Modification of Addendum.** This Addendum may only be amended in accordance with Section 15(C) of the Terms and Conditions.

**CLIENT REAFFIRMS THAT IT HAS RECEIVED, READ AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS AND SPECIFICALLY, SECTION 7, WHICH IN THE EVENT OF ANY CONFLICT, SHALL CONTROL. FOR AVOIDANCE OF DOUBT AND, WITHOUT LIMITATION, SECTIONS 7(A) AND (B) OF THE TERMS AND CONDITIONS PROVIDE AS FOLLOWS:**

**Section 7(A). Settlement.** Unless otherwise provided in these Terms and Conditions or agreed in writing between Convera and Client, Client agrees to promptly deliver Settlement to Convera in immediately available funds. If Client does not deliver Settlement within five (5) business days following Client’s Instruction to purchase/sell the Contract Funds, or in the case of a Forward Contract, as contemplated in the Forward Contract Addendum, or in the case of a Future Payment Contract, as contemplated in the Future Payment Contract Addendum, Convera shall have the right to suspend or ultimately terminate the Services and/or initiate any proceedings necessary to recover any balance due. Such steps shall be at the sole discretion of Convera and Client agrees (i) that Convera shall have no liability to Client, and Client waives any claim or action against Convera, in the event of such suspension or ultimate termination and (ii) to indemnify and hold Convera harmless from any and all liability, claims, damages, and costs, including all reasonable fees incurred by Convera resulting from Client’s failure to pay and Convera’s effort to collect any balance due. Client agrees that Convera may recover interest upon any unpaid amounts due at the rate of two percent (2%) plus prime, as periodically announced by CITIBANK, N.A., New York, plus a late fee.

**Section 7(B). Settlement Using Collateral.** In the event of default in payment by Client, Convera may satisfy any liability arising hereunder out of any collateral (e.g. Partial Prepayment, Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment), funds maintained in a Holding Balance, etc.), which it holds for Client, by deducting amounts owed to Convera from the money Convera receives from a third party on Client’s behalf or other obligation it has to Client, without prior notification to Client. In the event such collateral is insufficient, Client shall remain liable to Convera for Settlement and will promptly pay on demand the amount of any loss or expense sustained by Convera.

**Client acknowledges that the foreign currency market is volatile. Client expressly acknowledges this market risk and accepts the risk that the value of the Forward Contract may weaken/strengthen during the period it is open and, that the value of the amount of currency which Client has agreed to sell to, or purchase from, Company may be less/more favorable than the then current price for the currency. Client represents and warrants that Client has entered into this Addendum for lawful and commercial/business purposes only and not for the purpose of investment or speculation.**