

This Addendum for Options and Non-Deliverable Forwards (“Addendum”) is entered into between Convera (USA), LLC (“Convera”) and the Client set forth in the signature block herein and is effective as of the Effective Date.

This Addendum supplements the Terms and Conditions to which the Client has already agreed to be bound. This Addendum is intended to govern only the sale and/or purchase of Options Contracts and/or Non-Deliverable Forward Contracts; all other provisions of the Terms and Conditions remain operative and are expressly incorporated by reference. The Terms and Conditions, and any relevant addenda or schedules thereto (but excluding this Addendum), shall govern all other Convera Services. Unless otherwise specified herein, capitalized terms used, but not otherwise defined herein, shall have the same meaning assigned thereto in the Terms and Conditions. References to legal citations shall incorporate any future amendments thereto.

1. Definitions

Agreement means this Addendum, the Application Form, the Terms and Conditions, the Product Disclosure Statement, the Option Contracts and/or the Non-Deliverable Forward Contracts, together with all orders, schedules, attachments or other addenda attached or applicable to any of the foregoing.

Application Form means the application form which the Client completed and submitted to Convera for the purpose of using the Convera Services.

Buyer means the party specified as such in an Option Confirmation with respect to a specific Option Contract.

Call Option means a transaction which gives the Buyer the right to buy from the Seller the Call Currency Amount at the Strike Rate.

Call Currency Amount means the amount of the call currency to be bought on exercise of the Option Contract as set out in the related Option Confirmation.

Cash Settlement Amount means, in respect of a Non-Deliverable Forward Contract, the difference between the Contract Rate Settlement Amount and the Fixing Rate Settlement Amount, as determined by Convera. The Cash Settlement Amount is the amount payable by either Convera or Client in respect of a Non-Deliverable Forward Contract.

CFTC means the Commodity Futures Trading Commission.

CFTC Regulations means regulations promulgated by the CFTC.

Client means the client named in this Agreement.

Contract Rate means, in respect of a Non-Deliverable Forward Contract, the currency exchange rate agreed between Convera and Client (and specified in the NDF Confirmation) which shall be used to determine the Cash Settlement Amount on the Fixing Date.

Contract Rate Settlement Amount means the notional principal amount of a Non-Deliverable Forward Contract converted into the Settlement Currency at the Contract Rate.

Convera means Convera (USA), LLC, its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents. Convera does business under the trade name of Convera.

Convera Reporting Entities has the meaning described in Article 0.

Day means a day on which commercial banks are open for business (including dealing in foreign exchange) in the place specified for that purpose.

Eligible Contract Participant means an “eligible contract participant,” as defined in the Commodity Exchange Act and in CFTC Regulations promulgated thereunder that satisfies one of the criteria in Schedule A attached hereto.

European Option means an Option Contract that can only be exercised at the Expiry Date. Convera only offers European Options.

Exercise Date means the date on which the Option Contract is exercised.

Expiry Date means the last day on which an Option Contract may be exercised.

Expiry Time means the latest time at which Convera will permit an Option Contract to be exercised, which shall be 10:00 a.m. (Eastern Time) on the Expiry Date, unless otherwise stated in the applicable Option Confirmation.

Facilities Letter has the meaning described in Article 0.

Financial Entity means a “financial entity,” as defined in the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

Fixing Date means the date specified as such in the relevant NDF Confirmation on which the Fixing Rate is determined and the Cash Settlement Amount is calculated by Convera.

Fixing Rate means the currency exchange rate determined by Convera by reference to an independent market rate source at the agreed time on the Fixing Date and used to calculate the Cash Settlement Amount for a Non-Deliverable Forward Contract. For greater certainty, if the Client has entered into a Non-Deliverable Forward Contract in which neither the Settlement Currency nor the Non-Deliverable Currency is USD, Convera shall determine the Fixing Rate applicable to the Non-Deliverable Forward by crossing the independent market rate against a market benchmark rate for USD.

Fixing Rate Settlement Amount means the notional principal amount of a Non-Deliverable Forward Contract converted into the Settlement Currency at the Fixing Rate.

Insolvency Event means any event described in items (i)-(v) in Section 15R of the Terms and Conditions.

International Swap means 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.

Investment Fund means an investment vehicle that is in the nature of a commodity pool, investment trust, syndicate or similar form of enterprise that engages in investment activities for speculative purposes.

LEI means a legal entity identifier, as described in Article 0.

Life Cycle Event means a "life cycle event" as defined in CFTC Regulation 45.1.

Margin Deposit has the meaning described in Article 5.1.

Mark to Market means the daily revaluation of a Swap to reflect its current market value rather than its original contract value.

NDF Confirmation means a document sent by Convera to the Client confirming the details of a Non-Deliverable Forward Contract entered into between the Client and Convera.

Non-Deliverable Currency means, in respect of a Non-Deliverable Forward Contract, the currency nominated as the non-deliverable currency.

Non-Deliverable Forward Contract or NDF means a legally-binding agreement in which Convera and Client agree to cash settle the difference between a nominated Contract Rate and the applicable Fixing Rate on an agreed notional principal amount at an agreed future date. For the avoidance of doubt, such term shall be included in the definition of "Swap," as defined below.

Notice of Exercise means the notice given by the Client of its intention to exercise the Option Contract in accordance with this Addendum.

Option Confirmation means a document sent by Convera to the Client confirming the details of an Option Contract entered into between the Client and Convera.

Option Contract has the meaning described in Article 0 below, and for the avoidance of doubt, such term shall be included in the definition of "Swap," as defined below.

Out of the Money means that the value of the original contracted Swap is negative compared to the current Mark to Market value.

Premium means the amount that is payable by the Client to Convera on the Premium Payment Date for the Option Contract.

Premium Payment Date means the date on which the Premium is required to be paid, as described in Article 3.2.

Product Disclosure Statement means the document prepared by Convera containing important information regarding Option Contracts and NDFs, including their benefits, risks and costs, as amended from time to time.

Put Option means a transaction which gives the Buyer the right to sell to the Seller the Put Currency Amount at the Strike Rate.

Put Currency Amount means the amount of the Put currency to be sold on exercise of the Option Contract as set out in the relevant Option Confirmation.

Seller means the party specified as such in an Option Confirmation with respect to a specific Option Contract.

Settlement Currency means, in respect of a Non-Deliverable Forward Contract, the currency in which the Cash Settlement Amount is to be paid.

Settlement Date means,

(a) in relation to an Option Contract, the date for settlement of the payment rights and obligations under the Option Contract following the exercise of the Option Contract under Article 3.4, as specified to the Client in the relevant Option Confirmation. The Settlement Date of a European Option is typically the second business day after the Expiry Date.

(b) in relation to a Non-Deliverable Forward Contract, the date for settlement of the payment rights and obligations under the Non-Deliverable Forward Contract following the determination of the same by Convera under Article 4.2, as specified in the relevant NDF Confirmation. The Settlement Date of an NDF is typically the second business day after the Fixing Date.

Special Entity means a "special entity," as defined in the Commodity Exchange Act and in CFTC Regulations promulgated thereunder.

Strike Rate means the exchange rate specified in the Option Contract, which is the exchange rate at which the Put currency will be exchanged for the call currency if the Option Contract is exercised (or as otherwise required based on the structure of the Option Contract), as agreed on the Trade Date (see Article 3.3).

Swap means a "swap" as defined in the Commodity Exchange Act and in CFTC Regulations promulgated thereunder, and for the avoidance of doubt, such term shall include an Option Contract and a Non-Deliverable Forward Contract. For purposes of this Addendum only, deliverable foreign exchange forwards and foreign exchange swaps are excluded from the definition of "Swap."

Swap Data Repository means, a "swap data repository," as defined in the Commodity Exchange Act, that is registered or provisionally registered as such with the CFTC.

Trade Date means the date on which the Option Contract or a Non-Deliverable Forward Contract is entered into between the Client and Convera.

U.S. Person has the meaning given to such term in CFTC Regulations relating to Swaps and guidance issued by the CFTC or CFTC staff from time to time relating to Swaps.

2. Covenants; Representations and Warranties

A. Covenants. The Client agrees that it is purchasing the Swaps: (i) as principal for its own account and not for the benefit of any other person; and (ii) for hedging purposes only, and not for investment or speculative purposes or with a view to the resale or distribution of all or any of the Swaps.

B. Representations and Warranties. The Client represents and warrants that it: (i) is not a Swap Dealer, Investment Fund, Financial Entity, or Special Entity; (ii) is a U.S. Person; and (iii) is a corporation, partnership or other business entity that buys, sells, trades, produces, markets, brokers or otherwise uses foreign currency in its business. The Client further represents and warrants that it, and, if its obligations under a Swap are guaranteed, the guarantor, is an Eligible Contract Participant that meets at least one of the criteria set forth in Schedule A attached hereto and has initialed or placed a check mark in Schedule A indicating that the Client, and, if applicable, the guarantor, satisfies one of the categories set forth therein. These representations shall be deemed renewed each time Client enters into a Swap with Convera.

C. Notification of Changes to Article 2(B). The Client agrees to promptly notify Convera if any of the above representations change. In particular:

(a) The Client shall promptly inform Convera if the Client is not a U.S. Person, and the Client acknowledges that Convera shall treat the Client as a U.S. Person unless so notified. Convera bears no responsibility to the Client for any regulatory obligations the Client has in any jurisdiction as a result of being a non-U.S. Person. In addition, except as provided in this Addendum, Convera bears no responsibility to or for the Client for any regulatory obligations the Client may have in the United States as a result of being a U.S. Person or otherwise as a result of entering into a Swap with Convera.

(b) The Client shall promptly inform Convera if the Client, or, if applicable, its guarantor, is no longer an Eligible Contract Participant, and the Client acknowledges that Convera shall treat the Client, and, if applicable, its guarantor, as an Eligible Contract Participant unless so notified. In the event Client, or, if applicable, its guarantor, is no longer an Eligible Contract Participant, the Client may no longer execute Swaps with Convera. The Client hereby acknowledges and agrees that entering into any Swap with Convera at any time at which the Client, or, if applicable, its guarantor, does not qualify as an Eligible Contract Participant will constitute a breach of this Addendum and that Convera may, in addition to any other remedies it may have under the Agreement or applicable law, terminate and unwind, without any notice to the Client, any Swaps agreed to between Convera and the Client without any liability and/or take any other steps Convera deems fit. In the event of such termination, the Client agrees to pay to Convera on demand within five (5) Days the amount of any and all losses and expenses incurred by Convera in connection with the termination and unwinding of the Swaps.

D. Independent Judgment. By signing this Addendum, and each time the Client enters into a Swap with Convera, the Client represents and warrants that (i) it has properly delegated decision-making authority such that it is capable of and has independently evaluated risks with regard to any relevant Swap or trading strategy involving a Swap and any applicable regulatory and legal issues; (ii) it is exercising its independent judgment in evaluating any recommendations provided by Convera; (iii) it understands and acknowledges that Convera is acting in its capacity as a counterparty and not as a fiduciary, that any recommendation made by Convera is solely incidental to the entry by Convera into the Swap as a counterparty, and that Convera is not undertaking to assess the suitability of any recommendation on the Client's behalf; (iv) it has complied in good faith with its own written policies and procedures that are reasonably designed to ensure that the persons responsible for evaluating any recommendation provided by Convera and making trading decisions on behalf of the Client are capable of doing so; and (v) it has the ability to absorb any losses under Swaps.

E. International Swaps. The Client shall notify Convera if any Swap entered into pursuant to the Agreement is an International Swap. Such notification from the 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 Life Cycle Events. The Client shall notify Convera as soon as practicable, but in no event later than 10 a.m. (Eastern Time) on the second "business day" (as defined in CFTC Regulation 45.1) of the occurrence of any Life Cycle Event with respect to the Client, including, without limitation, any permitted novation or assignment with respect to the Client's obligations under any Swap entered into pursuant to the Agreement.

3. Representations and Warranties

A. Option Contract. The Client may offer to enter into a foreign exchange option contract by placing an Instruction with Convera which may be accepted by Convera (such offer and acceptance, the "Option Contract"). The Client may be a Buyer or Seller of the Option Contract, depending upon whether it is a Put Option or a Call Option. An Option Contract arranged by telephone will be confirmed by Convera sending a copy of the Option Confirmation to the Client by email or facsimile transmission, and the Client shall fax or email a scanned copy of the Option Confirmation to Convera immediately after receipt with the Client's signature on it. If the Option Confirmation is not in accordance with the Client's understanding of the terms and conditions of the Option Contract, the Client shall promptly, but in no event later than twenty-four (24) hours after receipt of the Option Confirmation, notify Convera by phone and in writing of any discrepancy. In the event of any inconsistency between the Option Confirmation and any previous documents or communication between Convera and the Client, the Option Confirmation shall prevail. If the Client does not receive the Option Confirmation, or fails to provide Convera with a signed copy of the Option Confirmation, the Option Contract shall be deemed confirmed in the event the Client has not notified Convera of lack of receipt or any discrepancy within twenty-four (24) hours after the Option Confirmation was sent by Convera to the Client.

B. The Premium. The Client must pay Convera the Premium, where the Premium has been included as part of the Option Contract, during business hours, in accordance with Convera's instructions, within twenty-four (24) hours after the Trade Date for an upfront Premium or within twenty-four (24) hours after the Expiry Date for a deferred Premium. The Premium is not refundable. If the Client does not pay the Premium in accordance with this Addendum then, in addition to any other rights it may have, Convera may terminate the Option Contract and recover all costs and expenses in relation to the Option Contract.

C. The Strike Rate. The Strike Rate is the currency exchange rate specified in the relevant Option Contract that is the foreign exchange rate at which the put currency and the call currency may be exchanged on the Exercise Date.

D. Exercising the Option. The Client may exercise an Option Contract by giving a Notice of Exercise to Convera. The Notice of Exercise must be given no later than the Expiry Time on the Expiry Date. Convera will accept this Notice of Exercise provided that any Premium due has been received by Convera. With certain Option Contract structures (for example, structures containing a trigger or barrier), the Option Contract, or a portion of the Option Contract, will be automatically exercised regardless of whether the Client provides a Notice of Exercise. The Client will be obligated to deliver settlement of exercised amounts in accordance with Article 3.5 below.

E. Settlement. If, no later than the Expiry Time on the Expiry Date, then the parties agree that on the Settlement Date:

(a) the Buyer will pay the Seller the Put Currency Amount in the put currency, and

(b) the Seller will pay the Buyer the Call Currency Amount in the call currency.

F. Closing, Canceling (Surrendering), or Modifying an Option Contract. The Client may request Convera to close out, surrender, or modify the Option Contract. Convera at its absolute and unfettered discretion may agree to accept this request if the Client has paid any required Premium or other amounts due and any notice of closure, cancellation (surrender) or modification has been received by Convera before the Expiry Time on the Expiry Date. Convera will calculate the relevant closing Strike Rate and Premium and the net difference, if any will be passed on to the Client on demand. The Client acknowledges that a modification of an Option Contract may, in addition to potentially modifying the Expiry Date or Exercise Date, require the Client to enter into additional Option Contracts, Forward Contracts, or spot transactions in order for Convera to accomplish such modification.

G. Option Contract Lapses. If an Option Contract (i) has not been exercised in accordance with Article 3.4 or (ii) has not been closed out, surrendered, or modified in accordance with Article 3.6, then the Option Contract will lapse at the Expiry Time.

4. Non-Deliverable Forward Contracts (NDFs)

A. Non-Deliverable Forward Contract. The Client may enter into a Non-Deliverable Forward Contract by placing an Instruction with Convera. Each Non-Deliverable Forward Contract will be governed by the provision of the Terms and Conditions, this Addendum and the relevant NDF Confirmation.

B. Performance of a Non-Deliverable Forward Contract. On the Settlement Date, Convera or Client, as applicable, shall pay the Cash Settlement Amount determined by Convera as follows:

- (a) if, on the Fixing Date, the Contract Rate is more favorable for the Client than the Fixing Rate, then on the Settlement Date Convera shall pay the Client the Cash Settlement Amount.
- (b) if, on the Fixing Date, the Contract Rate is less favorable for the Client than the Fixing Rate, then on the Settlement Date the Client shall pay Convera the Cash Settlement Amount.

C. Modifying a Non-Deliverable Forward Contract. In the event that Client desires to (a) bring forward of (b) extend the Settlement Date of an existing Non-Deliverable Forward Contract, Convera may agree, in its sole discretion, to do so. Convera will cancel the existing Non-Deliverable Forward Contract and the Client will enter into a new Non-Deliverable Forward Contract with a new Contract Rate and Settlement Date.

5. General

A. Margin Deposit. Subject to terms set out on the Swap and any credit-based terms provided to the Client by the Convera Credit Department via a trading facilities letter ("Facilities Letter"), Convera may in its sole discretion require the Client to pay an amount solely determined by Convera (the "Margin Deposit") in the event the Client is Out of the Money. Client will pay any Margin Deposit due within two (2) Days of a request from Convera, otherwise Client will be in default hereunder. Convera shall have the right to determine the Mark to Market value of funds required on a daily basis. Notwithstanding any other contracts, terms and conditions, representations or warranties to the contrary, Convera reserves the right to re-evaluate and amend the Facilities Letter as required.

B. Default. If: (i) the Client fails to complete a Swap in terms of arrangement; (ii) the Client fails to pay any Premium, or any Margin Deposit, to Convera when due; or (iii) an Insolvency Event occurs, then the Client agrees that Convera shall no longer be obliged to fulfill the Swap, or any other existing Swap or, if applicable, Forward Contract with the Client, nor to enter into any further contract with the Client, and Convera may, in its sole discretion (a) calculate the value of the Swap(s) and any required amounts payable to terminate the Swap(s) and offset the obligations of the Client under it; (b) charge the Client with the damages, losses, including loss of profit, incurred by Convera, and additional processing fees, interest, costs and expenses incurred by Convera; (c) set off the amounts payable under paragraphs (a) and (b) to obtain a net amount to be paid by one party to the other; and/or (d) terminate the Swap and any other Swap or Forward Contract with the Client. Further, in accordance with Section 7A of the Terms and Conditions, Convera may withhold, net out, or set off any amounts it owes to Client against any and all amounts owed or that may be owed to it or its affiliates, including any fees losses or indemnities.

C. Inconsistency. To the extent of any inconsistency between this Addendum, the Product Disclosure Statement, and the Terms and Conditions, the provisions of this Addendum will control. To the extent of any inconsistency between a Swap and the other documents constituting the Agreement, the provisions of the Swap (as specified in the Option Confirmation or NDF Confirmation, as applicable) will control.

D. Modifications. The Client agrees that this Addendum may be modified or amended in accordance with the Terms and Conditions.

E. References. Any reference in any other document received by Client from Convera (including, without limitation, the Application Form, the Terms and Conditions, the Product Disclosure Statement, any Option Confirmation and/or any Non-Deliverable Forward Confirmation) to Options Trading Terms and Conditions shall be deemed to be a reference to this Addendum.

6. Regulatory Reporting and Recordkeeping

A. Legal Entity Identifier. The Client shall obtain and maintain, at the Client's own expense, a legal entity identifier ("LEI") and shall provide such LEI to Convera. The Client acknowledges that the Client's LEI may be provided by Convera, or an affiliate of Convera (the "Convera Reporting Entities"), to the CFTC or to a Swap Data Repository. The Client understands that Convera Reporting Entities will have no ability to ensure whether the CFTC or any Swap Data Repository maintains the Client's LEI on a confidential basis and the Client hereby indemnifies and saves harmless the Convera Reporting Entities with respect to any disclosure of the Client's LEI by the CFTC, any Swap Data Repository or any party acting on their behalf. Notwithstanding anything to the contrary in the Terms and Conditions, the parties to this Addendum agree that a Convera Reporting Entity shall have the right to enforce the indemnity in this Article 6.

B. Reporting and Recordkeeping. Client agrees that it will deliver to Convera the information required by Convera (in form and substance satisfactory to Convera) in time for Convera to comply with CFTC Regulations. Data provided pursuant to CFTC Regulations shall be provided in such format and via such communication channel as Convera determines in its sole discretion. Client agrees to provide or complete such documentation and perform such acts as Convera requires in connection with Convera's compliance with CFTC Regulations. On each occasion on which Client delivers information to Convera under this Article 6, Client represents to Convera that the information it delivers is, at the time of delivery, true, accurate and complete in every respect. Client acknowledges that Convera is under no obligation to verify any information provided by Client under this Article 6 and that Convera may include such information in reports submitted to the CFTC or the Swap Data Repository. The Client acknowledges that transactions entered into pursuant to this Addendum are Swaps and that the Client is 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. The Client understands that no Convera Reporting Entity shall have any responsibility for ensuring the Client's compliance with such recordkeeping obligations. The Client understands that if the Client has any questions concerning the Client's recordkeeping obligations, it is the Client's obligation to seek legal counsel and the Client shall not rely upon any advice provided by Convera.

C. Access to a Swap Data Repository. The Client acknowledges that the Client is entitled to obtain access to one or more Swap Data Repositories to which the 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 the Client. The Client understands that CFTC Regulations require the Client to report promptly to Convera if the Client discovers any error or omission with respect to any Swap data reported to a Swap Data Repository. The 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. The Client understands that Client will be required to retain the "unique swap identifier" assigned by the Swap Data Repository in the 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.

D. Liability. Convera shall not be required to do or cause to be done anything that (i) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third party service provider or the Swap Data Repository (including any decision by a third party service provider or the Swap Data Repository not to permit Convera to submit data in accordance with the terms of this Article 6) or (ii) is contrary to any law, rule or regulation or Convera is otherwise prevented from doing so by any law, rule or regulation.