

EXCHANGE RATES DATA FEED TERMS AND CONDITIONS

July 2013 Version

BETWEEN

FXTOP company,

Limited liability company with capital of 16 000 euros minimum, registered in Versailles (France) under number B 438 847 899, company headquarters 11 rue Kléber 78500 Sartrouville, France.

Represented by Laurent PELÉ, general manager

Hereafter called « **FXTOP** »

First party,

AND

The subscriber of the service

Hereafter called « **The SUBSCRIBER** »

Second party

OBJECT OF THE CONTRACT

This contract defines the terms and conditions for the supply of exchange rates data from FXTOP to the subscriber

NON-COMPETITION

The subscriber should not resell or publish exchange rates in any other way than the ones defined in the present terms and conditions, especially those in the « Copyright » paragraph.

The subscriber will inform FXTOP of any third party query to use exchange rates in a way that does not comply with the present terms and conditions.

ACCESS PRIVACY

Fxtp will give the subscriber a login and a password to access services and data. The subscriber will divulge to FXTOP any password leak that he knows about.

Fxtp has the right to change the password, especially if it seems that it has been used for third party access. Fxtp could also limit access to a limited IP address range so that only the subscriber's server(s) can access its services.

EXCHANGE RATE DATA FEED

The subscriber can choose the way they access the exchange rate data :

- Using one of the ready-made formats (XML, Text with semi colon separation between fields (CSV), Structured Query Language (SQL) queries, Javascript Script, Ajax/JQuery, exchange rates graph). Or a format derived from these available formats adapted to the subscribers' needs.
- With the currencies they would like (a list of currencies available is in the Annex)
- With one of the offered methods of communication : Webservice (SOAP or REST dynamic requests on Fxtp.com), a static file on the Fxtp.com website, Email, FTP (File Transfer Protocol), on Fxtp or the client's website

EXCHANGE RATES UPDATE

Exchange rates are updated once a day from Monday to Friday, except on European « Target » bank holidays as defined by the European Central Bank or the Bank of France

Monthly average exchange rates are available on the last day of the month. Only exchange rates published on non bank holidays are taken into account to compute averages.

RATES

- 1 year subscription formula :

The subscriber pays, in advance, 300 euros or 400 US dollars per year for the data feed service.

- No commitment formula :

The subscriber pays, in advance, 30 euros or 40 US dollars per month for the data feed service.

VAT

The price does not include Value Added Tax

At the moment, FXTOP services are not subject to Value Added Tax according to article 293 B of the French Code Général des Impôts (tax law).

In case of any change that would result in FXTOP having to charge Value Added Tax for its services, such a tax would be paid by the subscriber.

INVOICING

- 1 year subscription formula :

One year fees have to be paid as soon as the contract is concluded, then at each annual renewal date as soon as the invoice is received.

Payment should be made within 20 days of the invoice date.

- No commitment formula :

Monthly fees must be paid before each monthly expiry date

COPYRIGHT

The subscriber recognizes that FXTOP is the copyright holder of its currency conversion software, website, pictures, historical exchange rates graphs and charts and exchange rates database.

The subscriber must have copyright notice for example "Copyright Fxtop 2013" on FXTOPs currency conversion software, images, graphs and charts (but not on currency conversion results or small data extracts).

The present terms and conditions give the right of use to only one currency conversion software programme, in one language, on only one page of just one subscriber's website. It excludes integration into a commercial application. A user licence is personal and cannot be transferred to one or several third parties.

A user licence is granted only for the duration of the contract. So as soon as the contract ceases, the subscriber should cease publication of any FXTOP software, pictures, graphs and charts.

Regarding the exchange rates database copyright, FXTOP owns the intellectual property of both the structure of database and the massive content of the database.

As producer of this database, FXTOP has done substantial work and investment to create, supply and check data in this database.

French copyright law does not protect individual data but protects against massive extraction.

Given the current volume of the database (ie 3 139 324 rows in the exchange rates table as of June 26 2013), parties agree that an extract of more than 25% of the database volume is considered to be a massive extract prohibited by article L 342-1 of "Code de la Propriété Intellectuelle" (French Intellectual Property Act)

In other terms :

*** The SUBSCRIBER can use all the data coming from the FXTOP database for his own business**

* The **SUBSCRIBER** can republish for free or sell individual data or a moderated extract of the exchange rates database, including derived data (like computations or data shown on a graph)

* The **SUBSCRIBER** cannot sell more than 25% of the database volume to one of its clients, nor publish for free, structured extracts of the database with a volume of more than 25 % from the **FXTOP** database.

SERVER AVAILABILITY

FXTOP guarantees more than 99 % production server availability per month and a bandwidth of at least 5 Mbps per subscriber

A backup server will be available in case the production server is not working

SUPPORT

FXTOP will assist the subscriber by email. Such assistance is limited to one hour per year.

Such support includes adaptation of the service to the subscribers needs and integration of the service into the subscriber's information systems

All extra services (not included in the one hour help support per year), will be charged at 500 euros (+VAT if applicable) per day.

SERVICE EVOLUTION

The current service is generic to several subscribers and not specific to just one subscriber.

So the subscriber is aware that FXTOP could proceed to upgrade or modify the service without any prior notice, especially to comply with other subscribers needs.

FXTOP tries its best to ensure a backward compatibility of the service. For example, and not limited to :

- A function will return more information but not less if the web service evolves, otherwise a new function is added
- There can be more information (like a label in a new language) if an XML file format evolves.
- Adding new currencies or deleting obsolete ones ...

The subscriber will have to :

- support these evolutions and develop interfaces in a way that he does not suppose that the data structure is fixed ;
- be aware of evolution announcement ;
- supervise process execution regularly ;
- react quickly to adapt processes to any evolution.

CONTRACT DURATION, CONTRACT TERMINATION

- 1 year subscription formula :

The contract is concluded for a duration of one year from its approval or signature. The contract will be renewed automatically every year. The contract can be broken by any party at each annual renewal date with a 3 month notice period sent by registered letter

FXTOP can change its price for the following year after notification by registered letter sent at least 3 months before the annual renewal date of the contract.

- No commitment formula :

Any party can break the contract at each monthly expiry date without any notice.

If a monthly fee is unpaid, FXTOP can break or suspend the contract immediately.

If FXTOP breaks the contract and the subscriber has paid some money in advance, FXTOP will pay it back.

WARNING

FXTOP warns the subscriber that despite all care taken with its services, computer science is a complex and fallible area and is subject to associated risks such as hardware failure, software failure, bugs,

electricity breakdown, overvoltage, network or inavailability of telecom infrastructure, confidential information disclosure, transmitted data alteration, viruses, spam, computer attacks, denial of services and frauds.

FXTOP can suspend all its services temporarily and without any prior notice for maintenance or when suspicious of any problem.

FXTOP provides a backup server but doesn't guarantee that data on this server is identical to the data on the production server.

The subscriber will take all necessary measures to not alter FXTOP services and FXTOP cannot guarantee that all its services will be permanently effective.

This contract includes generic services (available to several subscribers) with perhaps some minor adaptation to the subscribers needs. FXTOP is not bound by an obligation to personalized subscriber advice and FXTOP does not guarantee that the service is appropriate to specific use.

As this contract includes only minimal long distance support, FXTOP cannot know all the details of the subscriber's information system and has not studied them on the subscriber's premises.

If the subscriber needs personalized assistance from FXTOP, they can however subscribe to additional services.

Regarding exchange rates, FXTOP is not the source of individual data and an error or alteration might come from the source. Any error or alteration of financial data can result in big consequences, including financial loss. FXTOP does not know what the subscriber uses the data for. The subscriber uses the data at their own risk. Losses resulting from erroneous, missing or wrong financial data are not covered by this contract, even if it is FXTOP's fault.

Furthermore, this contract includes a clause which limits FXTOP's responsibility.

So it is up to the subscriber to ensure they take all necessary care in this area. If they are not a professional in computer science in the finance area, they should ensure that they gather advice from such professionals.

SUSPENSION

FXTOP reserves the right to suspend its service in the cause of an unpaid invoice at the due date.

The SUBSCRIBER can terminate their contract without prior notice in the case where the exchange rate feeding service is not available for one week or more.

In the case of damage suffered by the subscriber due to FXTOP, whatever the case – transmission, errors, mistakes, omission or fault on the part of FXTOP -, FXTOP's liability under this agreement will be limited to 3 months of service with this contract

The subscriber can stop using the exchange rates or service at any time but this does not justify non payment of an outstanding invoice

REFERENCES

FXTOP can inform third parties that the Subscriber is using FXTOP software or data services. Fxtop can put any link to the Subscribers website.

PRIVACY

The Subscriber is aware that FXTOP collects data about website access and that these log files are mainly used for statistical studies, or to detect, prevent or fix any problem or abuse.

APPLICABLE LAW

French law is applicable to this contract. In case of conflict, only French courts heard by the Versailles appeal court are competent to judge conflicts between parties.

ANNEX

List of included currencies

The sign “->” means that the currency is not in use anymore. It is followed by the currency code of the currency replacing it.

For example “ROL Romania (->RON) [Romanian leu]” means that the “ROL” currency is not in use anymore and is replaced by the “RON” currency

ADF Andorra (->Euro) [Andorran franc]	GNF Guinea [Guinean franc]	PKR Pakistan [Pakistani rupee]
ADP Andorra (->Euro) [Andorran peseta]	GRD Greece (-> Euro) [Greek drachma]	PLN Poland [Polish zloty]
AED United Arab Emirates [UAE dirham]	GTQ Guatemala [Guatemalan quetzal]	PSL Principality of Seborga (->EUR) [Seborga luigino]
AFA Afghanistan (->AFN) [Afghan afghani]	GYD Guyana [Guyanese dollar]	PTE Portugal (-> Euro) [Portuguese escudo]
AFN Afghanistan [Afghan Afghani]	HKD Hong-Kong [Hong Kong dollar]	PYG Paraguay [Paraguayan guaraní]
AFR France -1959 (->FRF) [Old french franc]	HNL Honduras [Honduran lempira]	QAR Qatar [Qatari riyal]
ALL Albania [Albanian lek]	HRK Croatia [Croatian kuna]	ROL Romania (->RON) [Romanian leu]
AMD Armenia [Armenian dram]	HTG Haiti [Haitian gourde]	RON Romania [Romanian new Leu]
ANG NL Antilla [Netherlands Antillean guilder]	HUF Hungary [Hungarian forint]	RSD Serbia [Serbian dinar]
AOA Angola [Angolan kwanza]	IDR Indonesia [Indonesian rupiah]	RUB Russia [Russian ruble]
AON Angola (->AOA) [Angolan kwanza]	IEP Ireland (-> Euro) [Irish punt]	RWF Rwanda [Rwandan franc]
ARS Argentina [Argentine peso]	ILS Israel [Israeli new shekel]	SAR Saudi Arabia [Saudi riyal]
ATS Austria (-> Euro) [Austrian shilling]	IMP Isle of Man [Manx pound]	SDR Solomon Islands [Solomon Islands dollar]
AUD Australia [Australian dollar]	INR India [Indian rupee]	SCR Seychelles [Seychelles rupee]
AWF Aruba (Florin->AWG) [Aruban guilder]	IQD Iraq [Iraqi dinar]	SDD Sudan (Dinar->SDG) [Sudanese dinar]
AWG Aruba [Aruban guilder]	IRR Iran [Iranian rial]	SDG Sudan [Sudanese pound]
AZM Azerbaijan (->AZN) [Azerbaijani manat]	ISK Iceland [Icelandic króna]	SDP Sudan (Pound->SDG) [Sudanese dinar]
AZN Azerbaijan [New azerbaijani Manat]	ITL Italy (-> Euro) [Italian lira]	SEK Sweden [Swedish krona]
BAM Bosnia and Herzegovina [Convertible mark]	JEP Jersey [Jersey pound]	SGD Singapore [Singapore dollar]
BBD Barbados [Barbados dollar]	JMD Jamaica [Jamaican dollar]	SHP Saint Helena [Saint Helena pound]
BDT Bangladesh [Bangladeshi taka]	JOD Jordania [Jordanian dinar]	SIT Slovenia (-> Euro) [Slovenian tolar]
BEF Belgium (-> Euro) [Belgian franc]	JPY Japan [Japanese yen]	SKK Slovakia (-> Euro) [Slovak koruna]
BGL Bulgaria (->BGN) [Bulgarian lev]	KES Kenya [Kenyan shilling]	SLC Sierra Leone [Sierra Leonean leone]
BGN Bulgaria [Bulgarian lev]	KGS Kyrgyzstan [Kyrgyzstani som]	SOS Somalia [Somali shilling]
BHD Bahrain [Bahraini dinar]	KHR Cambodia [Cambodian riel]	SPL Principality of Seborga (->EUR) [Seborga luigino]
BIF Burundi [Burundian franc]	KMF Comoros [Comoro franc]	SRD Suriname [Surinamese dollar]
BMD Bermuda [Bermudian dollar]	KPW North Korea [North Korean won]	SRG Suriname (->SRD) [Surinamese guilder]
BND Brunei [Brunei dollar]	KRW South Korea [South Korean won]	STD São Tomé & Príncipe [São Tomé dobra]
BOB Bolivia [Boliviano]	KWD Kuwait [Kuwaiti dinar]	SVC El Salvador (->SVC) [Salvadoran colon]
BRL Brasil [Brazilian real]	KYD Cayman Islands [Cayman Islands dollar]	SYF Syria [Syrian pound]
BSD Bahamas [Bahamian dollar]	KZT Kazakhstan [Kazakhstani tenge]	SZL Swaziland [Swazi lilangeni]
BTN Bhutan [Bhutanese ngultrum]	LAK Laos [Lao kip]	THB Thailand [Thai baht]
BWP Botswana [Botswana pula]	LBP Lebanon [Lebanese pound]	TJS Tajikistan [Tajikistani somoni]
BYR Belarus [Belarusian ruble]	LKR Sri Lanka [Sri Lankan rupee]	TMM Turkmenistan (->TMT) [Turkmenistani manat]
BZD Belize [Belize dollar]	LRD Liberia [Liberian dollar]	TND Tunisia [Tunisian dinar]
CAD Canada [Canadian dollar]	LSL Lesotho [Lesotho loti]	TOP Tonga [Tongan pa'anga]
CDF Congo/Kinshasa (DRC) [Congolese franc]	LTL Lithuania [Lithuanian litas]	TRL Turkey (->TRY) [Turkish lira]
CHF Switzerland [Swiss franc]	LUF Luxembourg (-> Euro) [Luxembourg franc]	TRY Turkey [Turkish lira]
CLP Chile [Chilean peso]	LVL Latvia [Latvian lats]	TTD Trinidad & Tobago [Trinidad dollar]
CNY China [Chinese yuan renminbi (RMB)]	LYD Libya [Libyan dinar]	TVD Tuvalu [Tuvaluan dollar]
COP Colombia [Colombian peso]	MAD Morocco [Moroccan dirham]	TWD Taiwan [New Taiwan dollar]
CRC Costa Rica [Costa Rican colon]	MDL Moldova [Moldovan leu]	TZS Tanzania [Tanzanian shilling]
CUC Cuba [Cuban convertible Peso]	MGA Madagascar [Malagasy ariary]	UAH Ukraine [Ukrainian hryvnia]
CUP Cuba (->CUC) [Cuban peso]	MGF Madagascar (->MGA) [Malagasy franc]	UGS Uganda (->UGX) [Ugandan shilling]
CVE Cape Verde [Cape Verde escudo]	MKD Macedonia [Macedonian denar]	UGX Uganda [Ugandan shilling]
CYP Cyprus (-> Euro) [Cypriot pound]	MMK Myanmar [Myanmar kyat]	USD United States [US dollar]
CZK Czech Republic [Czech koruna]	MNT Mongolia [Mongolian tugrik]	UYU Uruguay (->UYU) [Uruguayan peso]
DEM Germany (-> Euro) [German Deutsche mark]	MOP Macau [Macanese pataca]	UYU Uruguay [Uruguayan peso]
DJF Djibouti [Djiboutian franc]	MRO Mauritania [Mauritanian ouguiya]	UZS Uzbekistan [Uzbekitan som]
DKK Denmark [Danish krone]	MTL Malta (-> Euro) [Maltese lira]	VAL Vatican City (-> Euro) [Vatican Lira]
DOP Dominican Republic [Dominican peso]	MUR Mauritius Island [Mauritian rupee]	VEB Venezuela (->VEF) [Venezualan bolivar]
DZD Algeria [Algerian dinar]	MVR Maldives [Maldivian rufiyaa]	VEF Venezuela [Venezualan bolivar fuerte]
ECS Ecuador (->USD) [Ecuadorian sucre]	MWK Malawi [Malawian kwacha]	VND Vietnam [Vietnamese d'ng]
EEK Estonia (-> Euro) [Estonian kroon]	MXN Mexico [Mexican peso]	VUV Vanuatu [Vanuatu vatu]
EGP Egypt [Egyptian pound]	MYR Malaysia [Malaysian ringgit]	WST Samoa (Western) [Samoa tala]
ERN Eritrea [Eritrean nakfa]	MZM Mozambique (->MZN) [Mozambican metical]	XAF BEAC (CEMAC) [CFA Franc BEAC]
ESP Spain (-> Euro) [Spanish peseta]	MZN Mozambique [Mozambican metical]	XAG Silver gram [Silver gram]
ETB Ethiopia [Ethiopian birr]	NAD Namibia [Namibian dollar]	XAU Gold gram [Gold gram]
EUR Euroland [Euro]	NGN Nigeria [Nigerian naira]	XCD Eastern Caribbean States [East Caribbean dollar]
FIM Finland (-> Euro) [Finnish markka]	NIO Nicaragua [Nicaraguan córdoba]	XDR IMF [Special drawing right]
FJD Fiji [Fiji dollar]	NLG Holland (-> Euro) [Netherlands guilder]	XEU ECU-European Currency Unit (-> Euro) [ECU]
FKP Falkland Islands [Falkland Islands pound]	NOK Norway [Norwegian krone]	XOF BCEAO (UEMOA) [CFA Franc BCEAO]
FRF France (-> Euro) [French franc]	NPR Nepal [Nepalese rupee]	XPD Palladium gram [Palladium gram]
GBP Great-Britain [Pound sterling]	NTD Taiwan (->TWD) [New Taiwan dollar]	XPF French Pacific [French pacific franc]
GEL Georgia [Georgian lari]	NZD New-Zealand [New Zealand dollar]	XPT Platinum gram [Platinum gram]
GGP Guernsey [Guernsey Pound]	OMR Oman [Omani rial]	YER Yemen [Yemeni rial]
GHC Ghana (->GHS) [Ghanaian new cedi]	PAB Panama [Panamanian balboa]	YUN Yugoslavia (->RSD,->HRK,->EUR) [Yugoslav dinar]
GHS Ghana [Ghanaian Cedi]	PEN Peru [Peruvian nuevo sol]	ZAR South Africa [South African rand]
GIP Gibraltar [Gibraltar pound]	PGK Papua New Guinea [Papua New Guinean kina]	ZMK Zambia [Zambian kwacha]
GMD Gambia [Gambian dalasi]	PHP Philippines [Philippine peso]	ZWD Zimbabwe (->USD) [Zimbabwe dollar]