

## Settlement Data Contract

**Speedwell Settlement Services Reference: SAMP201901A**

**Client Reference:** \_\_\_\_\_

This is a Contract between Speedwell Settlement Services Limited whose Registered Office is situated at Mardall House, Vaughan Road, Harpenden, Herts. AL5 4HU ("SSS" or "Speedwell"), and

<b>Sample Company LLC</b> <b>420 King Street</b> <b>Charleston, SC 29401, United States</b>	the 'Client'
Contact Name:	<b>Mr. Wynn D. Weather</b>
Contact Telephone:	<b>+1 843 737 4843</b>
Contact Email:	<b>wynn.d.weather@samplecompany.com</b>

**Whereby Speedwell undertakes to provide the following Settlement Data**

Reference Site Name	Reference Site ID	Weather Element	Settlement Specification ID*	Deliverable Periods
<b>MELBOURNE (OLYMPIC PARK)</b>	<b>AUS_086338</b>	<b>Daily Maximum Temperature</b>	<b>MELBOURNE (OLYMPIC PARK) SSS_DailyTminTmax_0001</b>	<b>01/2019 - 03/2019</b>

\* Settlement Specification details can be found in Annex A

### Total Fee (USD)

Total Excluding VAT: \$

### Delivery Mechanism

**By FTP:** Data Files [yes], Settlement Certificates [yes]

**By Email:** Data Files [no], Settlement Certificates [no]

### Contract Period

This contract shall commence on 2019-01-01 (year-month-day)

And shall end on 2019-04-15 (year-month-day)

## Settlement Data and Settlement Certificates Redistribution Rights

Settlement Certificates delivered as part of this agreement are accessible to the Client and the Client's counterparty/ies ("Counterparty/ies") for no additional fee. Settlement Certificates must be accessed by the Client and the counterparty/ies via the Speedwell Settlement Services web site at <http://www.speedwellweather.com/Pages/Others/Marketing/SettlementData.aspx>. Upon agreeing to standard usage terms and conditions, as displayed on the web site, access will be granted to counterparties. For the avoidance of doubt although the Client will have to click on the confirmation of acceptance button for technical reasons to access the relevant Settlement Certificate, as made clear in the website terms and conditions, those terms and conditions will not apply and the Terms and Conditions relevant to this Contract will continue to apply to the exclusion of any others including those on the website.

Settlement Data may not be redistributed by the Client. In the event that a Counterparty requires data feeds this can be provided subject to a separate contract being completed with that Counterparty. A fee is chargeable.

## Terms and Conditions

This Contract shall incorporate and be subject to the

Standard Terms and Conditions of business:

Previously agreed to Terms and Conditions: "SAMP T&C.pdf"

For the avoidance of doubt, this Contract does not supersede any other executed agreement between the parties or their respective affiliates.

## Signed on behalf of Client

Signature:

Signed by:

Name:

Position:

Date:

**Signed on behalf of Speedwell Settlement Services Limited**

Signature:

Signed by

Name:

Position:

Date:

## Annex A - Settlement Data Specification

ID: MELBOURNE (OLYMPIC PARK) SSS\_DailyTminTmax\_0001

### Definitions

Business Days	Business days in New York, NY United States
Reference Site Name	MELBOURNE (OLYMPIC PARK)
Reference Site ID	WMO #95936
Raw Data / Weather Element	Daily Maximum Temperature (Observed 0900 LT D-0 to 0900 LT D+1) and Daily Minimum Temperature (Observed 0900 LT D-1 to 0900 LT D-0)
Raw Data Source	Australia Bureau of Meteorology
Units	Degrees Celsius
Rounding (decimal points)	Raw Data = 0.1 decimal, Initial / Final Settlement = 0.1 decimal
Deliverable: Station name / SRC_ID	MELBOURNE (OLYMPIC PARK) / AUS_086338

### Settlement Data Methodology

Raw Data shall be processed to detect Data Errors and Missing Data. Data Errors and Missing Data will be replaced / filled with Synthetic Data Points.

#### Data Error Checks

Raw Data will be quality controlled. Where SSS deems that a Data Error exists in the Raw Data, a Synthetic Data Point will be generated and delivered. A Data Error is defined as an observation that is not plausible for a given situation. Techniques used to determine the plausibility of an observations are industry standard quality control checks including as appropriate, data from nearby sites, forecast data, satellite images, radar images, reanalysis data, and output from Speedwell proprietary quality control software.

#### Missing Data

Missing Data means a data point which has not been reported. Where SSS determines that a Missing Data point exists in the Raw Data, a Synthetic Data Point will be generated and delivered.

#### Synthetic Data Point

A Synthetic Data Point represents an estimate of the weather for a given period of time at a given location. Estimates are produced using industry standard techniques including as appropriate, data from nearby sites, forecast data, satellite images, radar images, reanalysis data, and output from Speedwell proprietary quality control software.

### Data Publication:

Delivery: Initial Settlement Data	
Speedwell Data Type:	"Exchange Initial", Data Type 20
Timing	Within three business days following the observation day
Note:	<ul style="list-style-type: none"> <li>- Based upon the best available Raw Data at the time of the analysis</li> <li>- Initial Settlement Data is subject to revision. Revisions may occur due to new data becoming available or additional information material to the quality control process becoming available.</li> </ul>
Delivery: Final Settlement Data	
Speedwell Data Type:	"Exchange Final", data type 25
Timing	To be produced on the 10 <sup>th</sup> business day after the end of the calendar month with delivery occurring within two business days after its production.
Note:	- Based upon the best available Raw Data at the time of production