

Legal Terms and Conditions Applicable to Use of NORTHERN TRUST FX PASSPORT[®]

Execution of transactions (“Trades”) through **NORTHERN TRUST FX PASSPORT[®]** (the “System”) constitutes your consent to the following:

(1) Each Trade executed through the System shall be governed by and subject to the terms and conditions of any and all applicable master agreements, including Custody Agreements, ISDA Agreements, IFEMA Agreements, Third Party Foreign Exchange Letter Agreements and other agreements.

(2) You agree that the System is provided as a convenience and that we will honor instructions and requests sent by through the System, which are accepted by the System as instructions and requests from you or which we believe, in our sole discretion and without independent investigation, to emanate from your authorized representative.

(3) The System is not warranted or guaranteed in any way or for any purpose, may be down from time to time, and may not at all times operate with all features available and functioning properly. As a Web-based system, the accuracy, integrity and confidentiality of information contained on and transmitted through the System cannot be absolutely guaranteed. We are not and will not be liable to you for any losses, costs, damages or losses of any kind resulting from (a) the unavailability of the System, (b) the inaccuracy or lack of authenticity of information contained therein or messages transmitted through the System, or (c) any unauthorized access to the System, except only for such losses, costs, damages or liabilities directly caused by our gross negligence or willful misconduct. You hereby agree to indemnify us, and to hold us harmless from any and all claims, damages, losses, liabilities, costs and expenses (including attorneys' fees) which may arise out of or in connection with our execution or non-execution of Trades or acceptance or non-acceptance of instructions transmitted through the System transmitted or purportedly transmitted at your direction, with the sole exception of any matters or amounts directly caused by our gross negligence or willful. You specifically agree that we are not liable or responsible in any respect for any error, omission, interruption or delay in dispatch, transmission or delivery of any one or more messages or instructions sent or attempted to be sent through the System.