



LICENSE CHECKLIST

If you have any questions about this process, please contact us. We are available between 9:00am to 5:00pm Eastern (14:00 to 22:00 UTC/GMT).

Phone **+1 416 214-5606**
or**1-877-932-6640** Toll-Free (USA/Canada)
E-Mail **cobrand@xe.com**

- 1. Print out and read this Agreement. If you have any questions, let us know.
- 2. Complete the required sections of this Agreement, and then sign it.
- 3. **DOUBLE CHECK that you have supplied all required information on pages 2, 3, 4, 11, and 13. DOUBLE CHECK that page 14 is SIGNED.**
- 4. After signing, make a photocopy of this Agreement and keep it for your records.
- 5. Select your payment method: **CREDIT CARD** (fastest) or **CHECK**.
 - PAYMENT OPTION 1: CREDIT CARD (fastest)**
First, DOUBLE CHECK that page 3 is fully completed and SIGNED. Fax pages 2, 3, 4, 13, and 14 to us. We will begin the licensing process as soon as we receive your credit card number by fax. Our fax number is:

+1 416 214-5607

- PAYMENT OPTION 2: CHECK**
Mail your check to us as part of Step 6 below. **We do not accept post-dated checks. We will begin the licensing process as soon as we receive your check. Make your check payable to: XE.COM**
- 6. Whichever payment option you choose, the last step is to mail in the signed "original ink" copy of the agreement. **If you are paying by check, don't forget to include your check for US\$540.** Send the agreement by mail or courier to:

XE.COM – LICENSING
SUITE 200 - 1145 NICHOLSON RD
NEWMARKET ON L3Y 9C3
CANADA

How fast can we get started?

- **If you pay by credit card**, we will begin the licensing process as soon as we receive your faxed signature pages and credit card number.
- **If you pay by check**, we will begin the licensing process as soon as we receive your signed original agreement and your check. We do not need to wait for your check to clear before starting the process.



DESIGNATED CONTACTS

Please identify the appropriate contacts at your organization for the following roles:

ADMINISTRATIVE CONTACT TECHNICAL CONTACT
Name: _____ Name: _____
E-Mail: _____ E-Mail: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____

BILLING CONTACT OTHER CONTACT (if applicable)
Name: _____ Name: _____
E-Mail: _____ E-Mail: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____

LICENSE INFORMATION

1. DESIRED LANGUAGE FOR SERVICE
Services are sometimes made available in languages other than English. Answering this question will enable us to contact you if the service becomes available in your desired language. This question does not apply to correspondence, just to the language of the service itself. We apologize, but all correspondence, including legal, can only currently be conducted in English.

First Choice: _____ Second Choice: _____
To be used if your first choice is not initially available

2. HOW WILL THIS SERVICE BE USED? (check all that apply)
Answering this question helps us to prioritize the introduction of new features and services.

- Business travel information
Education
General interest
Investment information
Price conversion for import/export
Real estate / property
Religious
Corporate intranet use
Financial information
General travel information
Personal or holiday travel information
Price conversion for on-line retail sales
Other: _____



The World's Favorite Currency Site

XE.com Inc.
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☎ +1 416 214-5606 📠 +1 416 214-5607 ✉ info@xe.com 🌐 http://www.xe.com

FEES AND PAYMENT

Charges for Services

Total Annual Charge¹US \$ 540.00 per year plus GST/HST if applicable

¹ Fee is non-refundable except as expressly provided herein.

OPTION 1: PAYMENT BY CREDIT CARD

Pursuant to Sections 4 and 5 of this Agreement, the issuer of the card identified on this contract is authorized to pay, for the Initial Term or any Renewal Term of this contract, the amount shown above as "Total Annual Charge" upon proper presentation. The undersigned Customer promises to pay in full such payment (together with any charges due thereon) to the card issuer subject to and in accordance with the agreement governing the use of such card.

Credit Card Type: [] Visa [] MasterCard [] American Express [] Discover
Credit Card Number: _____ (please print clearly)
Card Expiry Date: Month: _____ Year: _____ (please print clearly)
Exact Name on Card: _____ (please print clearly)
Cardholder Address: _____ (please print clearly)
City, State, Country: _____ (please print clearly)
Zip / Postal Code: _____ (please print clearly)
Cardholder E-Mail: _____ (please print clearly)
Cardholder Signature: _____

OPTION 2: PAYMENT BY CHECK

If you choose to pay by check, then pursuant to Sections 4 and 5 of this Agreement, we will issue you an invoice. Here is our information for your accounting department.

Pay to the Order of: XE.COM
Address: SUITE 200 – 1145 NICHOLSON RD
NEWMARKET ON L3Y 9C3 CANADA
Phone: +1 416 214-5606
Fax: +1 416 214-5607
Payment Terms: NET 30
Business Number: 137266581 (CANADIAN)
GST Number: R137266581



LICENSE AGREEMENT

This Agreement made the ____ day of _____, 20____ between XE.COM Inc. ("XE.COM"), a corporation incorporated under the laws of Ontario and with offices at 1145 Nicholson Road, Suite 200, Newmarket, Ontario, L3Y 9C3, CANADA and: _____ ("COMPANY"), a corporation incorporated under the laws of: _____ and with offices at: _____.

WHEREAS XE.COM has developed, markets, administers and licenses certain currency services, currency tools, and currency data accessible through the Internet;

AND WHEREAS COMPANY publishes and maintains one or more Internet web sites;

AND WHEREAS COMPANY wishes to license the Universal Currency Converter from XE.COM and make the Universal Currency Converter available for use by visitors to the COMPANY Site(s);

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: INTERPRETATION

Section 1.1 Defined Terms

As used in this Agreement and the Schedules hereto, the following words and phrases shall have the following meanings:

"COMPANY Site(s)" mean any web site(s) operated by COMPANY;

"Currency Data" means any and all financial data relating to currencies accessed from, produced by or otherwise provided through the XE.com currency services, including the service known as the "Universal Currency Converter", a trade mark of XE.COM;

"End-User" means a visitor to the COMPANY Site(s) that uses the Universal Currency Converter licensed to COMPANY hereunder;

"End-User Terms of Use" means XE.COM's required terms of use for End Users of the Universal Currency Converter licensed to COMPANY hereunder, which terms of use shall reside on XE.COM's servers and shall be accessible through such URL Internet address as may be designated from time to time by XE.COM by notice hereunder or by re-directed hypertext link, which URL is currently designated as: http://www.xe.com/legal/

"Input Page(s)" means those web page(s) of the COMPANY Site(s), residing on COMPANY's servers and incorporating the user interface to the Universal Currency Converter, that are employed by End-Users to initiate a request for a rate conversion from one currency to another;

"Output Page(s)" means those web page(s), residing on XE.COM's servers and incorporating the Currency Data, upon which the results of an End-User's currency conversion request are displayed;

"Parties" means both XE.COM and COMPANY and in the singular means either XE.COM or COMPANY as the context requires and includes any other Person who may become a party to this Agreement;

"Person" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning; and

"Software" means any and all software or documentation that may be supplied by XE.COM to COMPANY to facilitate and permit full use of the Universal Currency Converter by COMPANY and End-Users in accordance with this Agreement, including without limitation the user interface for the Universal Currency Converter and other HTML, XML or similar coding for the Input and Output Page(s) for the Universal Currency Converter, together with instructions for using such software as attached hereto as Schedule "A".

"Term" means the Initial Term of this Agreement and such as term may be extended by any Renewal Term(s).

Section 1.2 Gender, Number and Headings

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa. The division of this Agreement into Articles, Sections, Paragraphs, and Sub-Paragraphs, and the insertion of headings are for convenient reference only and are not to affect its interpretation.



ARTICLE 2: LICENSE GRANT

Section 2.1 License

Subject to COMPANY complying with the terms and conditions of this Agreement, XE.COM hereby grants to COMPANY a non-exclusive and non-transferable license (the "License") for the Term of this Agreement to:

- (a) direct Web usage from the Input Page(s) and direct End-Users to the Output Page(s) in connection with the Universal Currency Converter;
- (b) use and reproduce exclusively for its own internal purposes, single copies and archive single copies of the Software, the Universal Currency Converter, and the Currency Data; and
- (c) permit End-Users to use the Universal Currency Converter and the Currency Data exclusively through the COMPANY Site(s) provided all such End-Users are presented with the opportunity to view the End-User Terms of Use.

COMPANY acknowledges and agrees that, in connection with the foregoing paragraph (c), COMPANY shall provide a clear and conspicuous hypertext link to the End-User Terms of Use on each Input and Output Page.

Section 2.2 License Restrictions

Except as expressly authorized herein, COMPANY shall not:

- (a) use the Software, the Universal Currency Converter, or the Currency Data in any manner whatsoever that is competitive with the business activities of XE.COM relating to financial data and services, which includes without limitation the online provision of currency data or currency rate conversion services;
- (b) permit any Person to access the Universal Currency Converter or the Currency Data other than exclusively through the COMPANY Site(s);
- (c) remove, alter or obscure any proprietary notices or required content of the Software, the Universal Currency Converter, or the Currency Data;
- (d) copy, modify or prepare derivative works of the Software, the Universal Currency Converter, or the Currency Data (or any portions thereof);
- (e) reverse-engineer, decompile or disassemble the Software or the Universal Currency Converter (or any portions thereof) except to the extent expressly authorized by applicable law;
- (f) distribute, disclose, market, sell, rent, lease or otherwise transfer the Software, the Universal Currency Converter, or the Currency Data (or any portions thereof) to any third party;
- (g) sell, rent or lease access to or use of the Software, the Universal Currency Converter, or the Currency Data (or any portions thereof) to any Person;
- (h) embed or import any Currency Data into any data files or application software, including information retrieval, storage, accounting and payroll systems; or
- (i) use, permit others to use, market, distribute or export the Software, the Universal Currency Converter, or the Currency Data in violation of any applicable laws or regulations.

Section 2.3 Reserved Rights

- (1) Subject to the License granted herein to COMPANY, XE.COM retains all right, title and interest in and to the Software, the Universal Currency Converter, or the Currency Data (and all portions thereof), together with all intellectual property rights and goodwill therein.
- (2) All rights not expressly granted to COMPANY are hereby reserved by XE.COM. COMPANY acknowledges that except as expressly set out herein, no license, right or interest in any trademark, trade name or service mark of XE.COM is granted hereunder.
- (3) COMPANY agrees to co-operate with XE.COM and protect the intellectual property rights of XE.COM in the Software, the Universal Currency Converter, and the Currency Data, and shall comply with all reasonable requests made by XE.COM to protect such rights in all of foregoing, both during and after the term of this Agreement.

ARTICLE 3: TERMS OF SERVICE

Section 3.1 COMPANY's Responsibilities

With the sole exception of the provision of the Software by XE.COM, COMPANY shall be responsible for acquiring, installing, operating and maintaining, at its own risk and expense, any hardware or software required by COMPANY to access, or to provide its End-Users access, to the Universal Currency Converter, including without limitation the design, coding and maintenance of the Input and Output Page(s) of the Universal Currency Converter.

Section 3.2 Content of Input and Output Page(s)

XE.COM shall provide COMPANY with the Software and instructions for incorporating the Software in the Input and Output Page(s), but shall have no responsibility to provide any further instructions or assistance in connection with the foregoing. COMPANY shall be responsible for maintaining the Input Page(s) in a manner and location that is accessible and acceptable to End-Users. Following the design and coding of the Output Page(s), including incorporation of the necessary components of the Software as provided for in the instructions supplied by XE.COM, COMPANY shall provide a copy of such completed Output Page(s) for loading on XE.COM's servers. COMPANY acknowledges that it shall be wholly responsible for ensuring that the Input Page(s) incorporating the Software properly invoke and work seamlessly with the Output Page(s) so that the Universal Currency Converter functions correctly in response to a request by an End-User for a rate conversion from one currency to another currency.



Section 3.3 Required Content of Output Page(s)

The Output Page(s) shall contain the following required notices and links, the design and wording for which shall be subject to the joint approval of XE.COM and COMPANY:

- (a) a link to the main XE.COM site;
- (b) a link to explanatory information if unusual currency rate data is detected;
- (c) a link to the End-User Terms of Use, pursuant to Section 2.1 of this Agreement;
- (d) a link to one other XE.COM service; and
- (e) a notice (hyperlink not required) that the service is under license from XE.COM.

COMPANY acknowledges that, from time to time, XE.COM may propose changes to the design, wording, or number of such links. All such changes are subject to the joint approval of XE.COM and COMPANY. Notice and details of such proposed changes will be sent from XE.COM by e-mail to all COMPANY's contacts listed in the "Designated Contacts" section of this agreement. Proposed changes shall be deemed acceptable to COMPANY either (a) upon receipt by XE.COM of an e-mail or other written correspondence from COMPANY accepting the proposed changes, or (b) if no contrary response is received by e-mail or other written correspondence by XE.COM from COMPANY within thirty (30) days of the date XE.COM sent the original notice.

Section 3.4 Acknowledgement of Intellectual Property Rights

Where the Software or other intellectual property of XE.COM are incorporated in the Input or Output Page(s), including without limitation the Universal Currency Converter (whether or not incorporating XE.COM's standard user interface) or the trademarks or other copyrighted material owned or developed by XE.COM, COMPANY shall clearly and conspicuously identify and credit XE.COM's status as developer, owner and/or the licensor, as the case may be, of such Software and intellectual property in language acceptable to XE.COM, acting reasonably, and pursuant to any agreements XE.COM may have in place with such suppliers. In the provision of services hereunder XE.COM may incorporate, under license, software, financial data or intellectual property of third party suppliers. In such event, the COMPANY shall identify such third party supplier's ownership in such manner as may be directed by XE.COM from time to time.

Section 3.5 Modifications/Interruption of Service

COMPANY acknowledges that XE.COM may from time to time, and in its sole discretion, change the content or format of the Software, the Universal Currency Converter or the Currency Data in accordance with general changes made to its standard service offering. The terms and conditions applicable to use of such modified Software, Universal Currency Converter or Currency Data may be changed from time to time upon reasonable notice to COMPANY. The continued use by COMPANY of the Software, the Universal Currency Converter or the Currency Data following receipt of such notice shall be deemed acceptance by COMPANY of such additions or changes.

COMPANY further acknowledges that, following reasonable notice to COMPANY by XE.COM, use of or access to the Software, the Universal Currency Converter or the Currency Data (or any part thereof) may be interrupted in order to maintain, modify or enhance any of the foregoing. Although XE.COM shall use reasonable efforts to assure that use of or access to the Software, the Universal Currency Converter or the Currency Data is uninterrupted, XE.COM assumes no responsibility for interruptions or delays in delivery of same. If any such interruption continues for a period in excess of three consecutive days, or if use of or access to the Software, the Universal Currency Converter or the Currency Data is repeatedly so interrupted over a 30-day period, COMPANY may terminate this Agreement without termination liability on written notice to XE.COM, provided that if such interruptions are solely as a result of activities undertaken by XE.COM, COMPANY, upon termination, shall be entitled to a refund of the license fee paid for the year in which such interruptions occurred equal to the annual fee paid in the year in which such interruptions occurred multiplied by the number of unused days of the Service in such year divided by 365.

Section 3.6 Currency Data Specific Requirements

COMPANY acknowledges that access to financial data contained or used in the Currency Data may be subject to separate license agreements between XE.COM and third party financial data feed providers, and that, accordingly, XE.COM's continued ability to provide COMPANY with access to such Currency Data may be expressly subject to the continuance of such agreements in force and that access to such Currency Data may automatically terminate upon termination of the applicable license agreement. COMPANY acknowledges that its right to access such Currency Data may be subject to its execution of and compliance with the applicable financial data feed provider's standard end-user contract(s).

Section 3.7 Information Compiled by XE.COM

COMPANY acknowledges that XE.COM collects log files and other data during the course of accesses to XE.COM computers.

For example, in the course of accepting and fulfilling requests by End-Users for rate conversions from COMPANY's Input Page(s), certain information is made available to XE.COM by the very nature of the transaction. This information includes, without limitation, any input values provided via the Input Page(s), as well as the normal type of data that is regularly exchanged in the course of fulfilling a standard HTTP request, such as date, time, IP address, HTTP referrer, "cookies", etc. XE.COM collects such information. This is typical of the type of data that is normally collected and logged by webserver on the Internet.

XE.COM shall be the exclusive owner of all rights in any such data it collects. In connection therewith, COMPANY covenants that it shall notify and solicit the consent of all End-Users visiting the COMPANY Site(s) by prominent inclusion of a hyperlink to XE.COM's privacy policies through COMPANY's privacy policies, terms or use, or otherwise on the COMPANY Site(s), to enable XE.COM's collection and use of such information pertaining to End-Users.



ARTICLE 4: TERM and TERMINATION

Section 4.1 Term

Unless earlier terminated as set forth herein, the initial term (the “**Initial Term**”) of this Agreement shall be for one (1) year commencing from receipt of the Initial License Fee by XE.COM in accordance with section 5.1 hereunder. Unless either Party notifies the other Party in writing at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term of its intent to terminate at the conclusion of such Initial or Renewal Term, this Agreement shall be automatically extended for successive periods of one (1) year (each a “**Renewal Term**”) on the anniversary of the commencement of the Initial Term.

Section 4.2 Termination

- (a) Either Party may terminate this Agreement at any time in the event of a material breach by the other Party which remains uncured for ten (10) days after receipt of written notice detailing such material breach. The Parties agree that any financial invoices and statements issued by XE.COM in the regular course of business constitute sufficient written notice for breaches involving non-payment by Company under Section 5 of this Agreement.
- (b) In the case of a material breach of this agreement by COMPANY, including any failure to pay amounts due to XE.COM pursuant Section 5 of this Agreement in a timely manner, COMPANY agrees that all outstanding invoices and charges, including any unpaid License Fee instalments, shall become immediately due and payable by COMPANY, and that XE.COM shall have no further obligation to provide any services to COMPANY.
- (c) Either Party may terminate this Agreement immediately following written notice to the other Party if the other Party (a) ceases to carry on business in the ordinary course; (b) becomes or is declared insolvent or bankrupt; (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) days; or (d) makes an assignment for the benefit of creditors.

Section 4.3 Termination for Convenience

In addition to COMPANY’s right to terminate pursuant to Section 3.5 of this Agreement, COMPANY may terminate this Agreement at its convenience upon thirty (30) days written notice thereof to XE.COM. COMPANY acknowledges in such case, all outstanding invoices and charges, including any unpaid License Fee instalments, shall become immediately due and payable by COMPANY, and that that COMPANY shall not be entitled to a refund of any license fees paid to XE.COM hereunder in the event of any termination pursuant to this Section 4.3.

Section 4.4 Consequences Upon Termination

Upon the expiration or termination of this Agreement for any reason whatsoever, the License granted to COMPANY herein shall immediately terminate in its entirety and COMPANY shall promptly: (i) remove the Input Page(s) from the COMPANY Site(s); (ii) cease linking and directing End-Users to the Output Page(s); and (iii) return to XE.COM the original and all copies of the Software. COMPANY shall certify in writing its compliance with the foregoing. Each Party shall also promptly return all Confidential Information of the other Party provided to it, except as otherwise provided in this Agreement.

ARTICLE 5: FEES AND PAYMENT TERMS

Section 5.1 License Fee

- (1) COMPANY shall pay XE.COM a non-refundable (except as expressly provided herein) license fee of US \$540.00, for the Initial Term (the “**Initial License Fee**”). The Initial License Fee shall be due and payable in full upon execution of this Agreement. The Initial License Fee is exclusive of all applicable Canadian sales taxes. You are required to pay, in addition to the License Fee, all applicable goods and services tax (“GST”) and harmonized sales tax (“HST”) imposed under Part IX of the Excise Tax Act (Canada),
- (2) The non-refundable (except as expressly provided herein) license fee due to XE.COM by COMPANY for each Renewal Term, if any, shall be US \$540.00, plus applicable taxes (the “**Renewal License Fee**”). The Renewal License Fee shall be due and payable in advance of the commencement of the Renewal Term upon the issuance of an invoice therefor by XE.COM no earlier than 60 days prior to the commencement of such Renewal Term.

XE.COM reserves the right to amend the Renewal License Fee for any Renewal Term provided that COMPANY shall be provided with written notice of any such changes at least 60 days prior to the commencement of the applicable Renewal Term.

- (3) COMPANY acknowledges that the Initial License Fee and any Renewal License Fee are completely non-refundable, except as expressly provided herein, and shall be deemed to be fully earned by XE.COM on the date the Initial License Fee or any Renewal License Fee is paid by COMPANY.
- (4) The Parties acknowledge that the launch of the Universal Currency Converter through the COMPANY Site(s) will not commence until such time as the entire annual non-refundable (except as expressly provided herein) Initial License Fee is paid in full.

Section 5.2 Taxes

COMPANY shall be responsible for the payment of any taxes, including sales, use, property, excise, value added and gross receipts levied pursuant to this Agreement (but excluding taxes levied on XE.COM’s income).



Section 5.3 Payment Terms

All invoices issued by XE.COM to COMPANY pursuant to this Agreement shall be due and payable by COMPANY within thirty (30) days of the date of invoice, unless otherwise expressly noted. Overdue amounts shall bear interest at a rate of two (2%) percent per month (twenty-four (24%) percent per annum) or the highest rate allowed by law, whichever is lower. COMPANY shall be responsible for all costs incurred by XE.COM in collecting any overdue amount owed by COMPANY, including without limitation interest charges, collection charges, and legal fees.

Section 5.4 Payment Methods

Acceptable methods of payment by COMPANY to XE.COM are **credit card** or **check**.

If paying by credit card, COMPANY agrees to remit all payments for license fees under this agreement by credit card, and shall provide XE.COM with the information necessary to charge such fees to such card.

If paying by check, COMPANY agrees to remit all payments for license fees under this agreement by check, pursuant Section 5.3 ("Payment Terms") of this Agreement. COMPANY acknowledges that XE.COM does not accept postdated checks.

Section 5.5 Dishonored Payments

In the event that any payment presented by COMPANY to XE.COM is returned or dishonored, COMPANY will be deemed to be in material breach of this agreement, and COMPANY agrees to pay XE.COM an administration charge of US \$50 for each such dishonored or returned payment.

ARTICLE 6: CONFIDENTIALITY

Section 6.1 Confidentiality

- (1) Each Party (the "**Receiving Party**") acknowledges that it may have access to and be entrusted with confidential and proprietary information of the other Party (the "**Disclosing Party**"), including without limitation the terms of this Agreement, trade secrets and information regarding the present and contemplated services, processes, techniques, procedures, products, lines of merchandise, suppliers and customers, or other technical, business or financial information of the Disclosing Party (the "**Confidential Information**"), the improper disclosure of any of which would be highly detrimental to such Disclosing Party. Accordingly, each Receiving Party acknowledges and agrees that, both during the term of this Agreement and following the termination of this Agreement for any reason:
 - (a) all Confidential Information shall remain the exclusive property of the Disclosing Party and shall be safeguarded by the Receiving Party with no less than reasonable care;
 - (b) the Receiving Party shall not use the Confidential Information of the Disclosing Party for any purpose whatsoever except as may be required to give effect to the purposes of this Agreement; and
 - (c) the Receiving Party shall not divulge the Confidential Information of the Disclosing Party to any Person other than to the Receiving Party's authorized employees, consultants and agents with a need to know such Confidential Information, provided that any such disclosure shall be only to the extent required to give effect to the purposes of this Agreement and that all such employees, consultants or agents have agreed to obligations of confidentiality with respect to the Confidential Information substantially in accordance with those provided herein prior to such disclosure.
- (2) Notwithstanding any provision contained in this Agreement, the Receiving Party shall not be required to maintain in confidence any information from the Disclosing Party which:
 - (a) is in the public domain at the time of its disclosure to the Receiving Party;
 - (b) was in the Receiving Party's possession (as reflected in its written records) at the time of disclosure by the Disclosing Party, and which was not acquired, directly or indirectly, from the Disclosing Party;
 - (c) information which the Receiving Party can demonstrate, by written documents, resulted from its own research and development, independent of disclosures from the Disclosing Party;
 - (d) the Receiving Party receives without obligations of confidentiality from third parties, provided such information was not obtained by such third parties from the Disclosing Party on a confidential basis; or
 - (e) the Receiving Party is legally required to disclose provided that the Receiving Party provides the Disclosing Party with prompt notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other appropriate remedy is not obtained, and the Disclosing Party does not waive compliance with the provisions of this Agreement, the Receiving Party shall only furnish that part of the Confidential Information which it is advised by written opinion of counsel is legally required and it shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information so revealed. In the event disclosure is required by law, the obligation of confidence shall not be relieved if disclosure is made "in camera" or pursuant to any other procedure designed to protect the confidential nature of the Confidential Information.
- (3) Except as otherwise provided in this Agreement, all Confidential Information shall be returned forthwith by the Receiving Party upon the request of the Disclosing Party, including any such requests following the expiration or termination of this Agreement for any reason.



Section 6.2 Damages Insufficient

Each Receiving Party hereby acknowledges that it will have specific knowledge of the business of the Disclosing Party as a result of disclosure of the Confidential Information. Without intending to limit the remedies available to any Party hereto, the Parties hereto acknowledge that damages at law will be an insufficient remedy in view of the irrevocable harm, which will be suffered by the Disclosing Party if the Receiving Party violates the terms of Section 6.1. The Parties hereby agree that the Disclosing Party may apply for and have injunctive relief in any court of competent jurisdiction specifically to enforce any such covenants upon the breach or threatened breach of the terms of Section 6.1 by the Receiving Party, without having to prove actual damages or the inadequacy of a remedy at law, and without being required to post a bond or other form of security.

ARTICLE 7: PROPRIETARY RIGHTS

Section 7.1 Ownership of Intellectual Property by XE.COM

All XE.COM hardware, software (including without limitation the Software and the Universal Currency Converter), programs, data, codes, trade names, technology, processes, algorithms, patents, trademarks, copyrights, trade secrets, know-how, licenses or other intellectual or proprietary rights (collectively, the "XE.COM Technology and IP") owned by XE.COM or any applicable third party supplier, whether or not used by XE.COM in the performance of its obligations under this Agreement, shall remain the sole and exclusive property of XE.COM or such third party supplier, as the case may be. Other than as expressly granted herein, COMPANY shall have no rights, title or interest in the XE.COM Technology and IP. Without limiting the foregoing, COMPANY acknowledges that the trademarks XE, XE.COM, UNIVERSAL CURRENCY CONVERTER, the spinning 'X' and currency logos and any other identifying marks of XE.COM and any applicable third party suppliers are the exclusive property of XE.COM or such third party suppliers, as the case may be, and further agrees that it shall not at any time, whether during or after the term of this Agreement, (i) challenge the validity or ownership of such trademarks, and (ii) shall not register or use any trademark, trade name, domain name, corporate name or other signifier identical to or confusingly similar with such trademarks.

Section 7.2 Ownership of Intellectual Property by COMPANY

All COMPANY hardware, software, programs, codes, trade names, technology, processes, algorithms, patents, trademarks, copyrights, trade secrets, know-how, or other intellectual or proprietary rights (collectively, the "COMPANY Technology and IP") owned by COMPANY, whether or not used by COMPANY in the performance of its obligations under this Agreement, shall remain the sole and exclusive property of COMPANY. Other than as expressly granted herein, XE.COM shall have no rights, title or interest in the COMPANY Technology and IP.

Section 7.3 Advertising and Publicity

Except as specifically permitted and described hereunder, neither Party shall use the name, service or trademarks, trade names, logos, brands or other corporate identification ("Identifiers") of the other without first obtaining the other's written approval in a reasonable and timely manner. Notwithstanding the foregoing XE.COM may identify COMPANY as a user of the XE.COM products and services in XE.COM's general corporate communications and advertising.

Section 7.4 Return of Materials

Upon the expiration or termination of this Agreement, each Party shall promptly return all information, documents, manuals and other materials belonging to the other Party, except as otherwise provided in this Agreement.

**ARTICLE 8: REPRESENTATIONS and WARRANTIES;
DISCLAIMER; INDEMNITIES; LIMITATION OF LIABILITY**

Section 8.1 Representations, Warranties and Covenants

- (a) Each Party covenants to the other that the performance and furnishing of services, information, goods and materials by it hereunder shall be performed using commercially reasonable efforts.
- (b) Each Party represents and warrants to the other that it has the right to enter into this Agreement and that by entering into this Agreement and performing its obligations hereunder it is not and shall not be in violation or conflict with any other agreement or obligation by which it may be bound nor knowingly in violation of the rights of any third party or any law, regulation or other government authority.
- (c) Each Party represents and warrants to the other that the limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances of this Agreement and that such limitations have been, in part, an inducement to each of the Parties and a consideration in calculating the license fees payable by COMPANY to XE.COM hereunder, and that neither Party would have entered into this Agreement but for such liability limitations.



Section 8.2 Disclaimer

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSLY CONTAINED IN THIS AGREEMENT, XE.COM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES) AND XE.COM EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

THE SOFTWARE, UNIVERSAL CURRENCY CONVERTER AND CURRENCY DATA ARE PROVIDED TO COMPANY ON AN "AS IS" BASIS.

COMPANY ACKNOWLEDGES THAT XE.COM IS NOT, AND IS NOT AFFILIATED WITH, ANY FINANCIAL INSTITUTIONS OR FINANCIAL DATA FEED PROVIDERS, BUT OBTAINS ITS FINANCIAL DATA FROM A VARIETY OF SOURCES. COMPANY FURTHER ACKNOWLEDGES THAT FINANCIAL DATA OFTEN DIFFERS BETWEEN FINANCIAL INSTITUTIONS AND BETWEEN GEOGRAPHIC JURISDICTIONS, AND ACCORDINGLY MAY VARY FROM THAT PROVIDED BY XE.COM PURSUANT TO THIS AGREEMENT. ALTHOUGH XE.COM HAS USED ITS COMMERCIAL BEST EFFORTS TO OBTAIN THE MOST ACCURATE AND TIMELY FINANCIAL DATA AVAILABLE FROM THE AFOREMENTIONED SOURCES, XE.COM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF THE CURRENCY DATA.

XE.COM DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR UNIVERSAL CURRENCY CONVERTER OR ACCESS TO EITHER OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS IN THE SOFTWARE OR THE UNIVERSAL CURRENCY CONVERTER WILL BE CORRECTED.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER XE.COM, ANY OF ITS AFFILIATES, NOR ANY OF THEIR DATA PROVIDERS INVOLVED IN SUPPLYING, DEVELOPING, OPERATING OR MANAGING THE SOFTWARE, THE UNIVERSAL CURRENCY CONVERTER OR THE CURRENCY DATA SHALL BE LIABLE TO COMPANY OR END-USERS IN ANY MANNER WHATSOEVER FOR ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE SOFTWARE, UNIVERSAL CURRENCY CONVERTER OR THE CURRENCY DATA FOR ANY DAMAGES RESULTING THEREFROM REGARDLESS OF CAUSE.

Section 8.3 Indemnities

Each of the Parties (the "indemnifying party") hereto shall indemnify, defend and save harmless the other and its affiliates, and their officers, directors, employees and agents (collectively, the "indemnified parties") of and from any loss or expense (including reasonable legal fees) suffered by, imposed upon or asserted against the indemnified parties by any third party as a result of or arising in connection with any act or omission of the indemnifying party.

Section 8.4 Limitation of Liability

- (1) Neither Party shall have any liability to the other for any claim relating to this Agreement in excess of the total license fees paid by COMPANY to XE.COM hereunder. In no event shall either Party be liable to the other for indirect, special, incidental or consequential damages including, but not limited to lost data or lost profits, howsoever arising, even if it has been advised of the possibility of such damages or of any similar claim against it by any third party.
- (2) The limitations of liability set forth in this Section 8.4 shall not apply to (a) any breaches of confidentiality provisions pursuant to Section 6.1 hereof; (b) any breach or violation by COMPANY of XE.COM's intellectual property rights; (c) any claims for personal injury or death or damage to tangible property; or (d) any claims based on a Party's wilful misconduct or gross negligence.
- (3) The provisions of this Section 8.4 shall apply whether the claim is framed in or arises as a result of contract, tort or any other statutory, legal or equitable grounds.

ARTICLE 9: GENERAL

Section 9.1 Entire Agreement

The following Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it:

Schedule "A" – Software Instructions

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and the Parties acknowledge and agree that its execution has not been induced by, nor have either of the Parties relied upon or regard as material, any representations or writings whatsoever not incorporated and made a part of this Agreement. This Agreement supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. In the case of any inconsistency between the body of this Agreement and the Schedules attached hereto, the body of this Agreement shall govern.

Section 9.2 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles thereof. All rights and remedies, whether conferred by this Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singly or concurrently. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.



Section 9.3 Severability

In the event that any provision of this Agreement or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

Section 9.4 Waiver

Any waiver of or amendment to this Agreement shall be effective only if it is given or made in writing and signed by all of the Parties hereto.

Section 9.5 Survival of Certain Provisions

Notwithstanding the termination of this Agreement:

- (a) neither Party shall be released from any obligation that accrued hereunder prior to the date of termination; and
(b) each Party shall remain bound by the provisions of this Agreement which by their terms impose obligations upon that Party that extend beyond the termination of this Agreement...

Section 9.6 Assignment, Binding Effect and Enurement

This Agreement and any rights or obligations of XE.COM arising out of this Agreement may not be assigned in whole or in part by COMPANY without the prior written consent of XE.COM...

Section 9.7 No Third Party Beneficiaries

The Parties intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties to this Agreement...

Section 9.8 Independent Contractor

This is an agreement between separate legal entities and neither is the agent or employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves.

Section 9.9 Notifications of Services

COMPANY authorizes XE.COM to inform COMPANY from time to time of other services available from XE.COM or its affiliates.

Section 9.10 Notices

All notices, requests, demands or other communications by the terms of this Agreement required or permitted to be given by one Party to another shall be given in writing by personal delivery, by telex or other facsimile transmission or by registered mail...

(a) to COMPANY at Mailing Address: _____

Contact Name: _____

Telephone: _____

Facsimile: _____

Billing Address: _____

Full Legal Name of Company: _____

(b) to XE.COM By e-mail: dfs@xe.com By fax: +1 416 214-5607
By mail or courier: Licensing Department, 1145 Nicholson Road, Suite 200, Newmarket, Ontario, L3Y 9C3, Canada

or at such other address as may be given by any of them to the other in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, if so delivered, on the date of transmission...



Section 9.11 Currency

All dollar amounts referred to in this Agreement are stated in legal tender of the United States of America.

Section 9.12 Compliance With Laws

Each Party shall comply with all applicable laws and codes (whether having the force of law or otherwise) in the performance of its obligations under this Agreement, including but not limited to the procurement of permits, licenses and certificates where required and payment of applicable taxes and shall indemnify and hold harmless the other Party against all costs, claims, expenses, or damages arising directly as a result of a breach by it of this Section 9.12.

Section 9.13 Best Efforts to Settle Disputes

In the event of any dispute, claim, question or difference relating to an alleged breach of any representation, warranty, covenant, commitment or agreement under, or the validity or termination of, this Agreement, the Parties involved in the dispute, claim, question or difference shall use their best endeavours to settle such dispute, claim question or difference. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to such Parties within seven (7) working days of the commencement of such negotiations. If agreement cannot be reached within this timescale, the Parties shall be free to pursue any remedy available to them.

Section 9.14 Costs

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement and the transactions contemplated herein and therein shall be paid by the Party incurring such expenses.

Section 9.15 Further Assurances

The Parties agree to do such things, attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with its true intent.

Section 9.16 Force Majeure

Except as expressly provided otherwise in this Agreement, dates and times by which a Party is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting them by reason of any cause beyond its reasonable control. The Party prevented from rendering performance must, however, notify the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof. Such Party must use its best efforts to render performance in a timely manner using to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. Should such delay occur, payment of money, where applicable, shall correspondingly be delayed.

Section 9.17 Independent Legal Advice

Each Party acknowledges that it has obtained or has been afforded the opportunity to obtain, independent legal advice with respect to this Agreement and that it understands the nature and consequences of this Agreement.

Section 9.18 Counterparts, Facsimile/Photocopied Signatures

This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. A signature received via facsimile shall be deemed an original for all purposes. If a Party delivers a photocopy of its signature, that signature shall be deemed an original for all purposes.



ARTICLE 10: AND WARRANTY OF RESIDENCY AND GST/HST REGISTRATION STATUS

10.1 Residency. You hereby represent and warrant that You will declared to XE whether or not You are resident of Canada by providing your mailing and billing addresses to XE, and notifying XE in a timely manner if such addresses change.

10.2 GST/HST Registration. If You are not a resident of Canada, You hereby represent and warrant that you will declare to XE if you are (or become) registered for the GST/HST under subdivision d of Division V of the Excise Tax Act (Canada) by sending an e-mail to "billing@xe.com".

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the date first above written.

XE.COM INC. _____

_____ *Full legal name of COMPANY*

Signature

Signature

I have authority to bind XE.COM.

I have authority to bind COMPANY.

Name: _____

Name: _____

Title: _____

Title: _____

Remainder or page intentionally left blank.



SCHEDULE "A"
SOFTWARE INSTRUCTIONS

Section A.1 Archive File

Once this agreement has been executed and your payment has been processed, the technical contact for this account will be sent an archive file. One copy will be provided in PC-compatible ZIP format, and one in Mac-compatible SIT format. The archive contains HTML templates:

- **ucc-input.htm** the UCC input template
- **ucc-output.htm** the UCC output template

Section A.2 Input Template

Extract this file and insert the HTML form into a Web page somewhere on your site. You are free to have as many input pages on your site as you wish. You are free to modify the "look and feel" of your input page in any way you desire, provide the modifications do not contravene this License Agreement. HTML comment tags are included in the source code to help you avoid common pitfalls.

Do not change the post location or name of any variables in the form. Doing so will render your version of the converter inoperable.

In order for your specialized template to be activated, you **MUST** change the "XX" in the "template" variable in the HTML source code of the input template to the two-letter template code issued to you by us. **This code will be issued to you along with the archive file after payment has been cleared.**

You are free to add and remove currencies from your converter as you wish. For more information on this and other issues about customizing your front end, refer to the instructions located at:
<http://www.xe.com/ucc/customize.htm>

Section A.3 Output Template

The output template lives on our site, so you must make your desired changes to this page and then e-mail it back to us. You are free to modify the "look and feel" of your output page in any way you desire, provide the modifications do not contravene this Licensing Agreement. HTML comment tags are included in the source code to help you avoid common pitfalls.

Do not delete or change any "asterisk" variables in the output page. Doing so will render your version of the converter inoperable.

When coding graphics and links into your output page, remember to use **absolute URL references**. The output page is served from our server, and therefore relative references will not work.

For example, the following fictitious link and graphic would NOT work:

```
<A HREF="page.html">Click here</A>  
<IMG SRC="/images/graphic.gif">
```

Instead, you would need to specify the full URL location, for example:

```
<A HREF="http://www.yoursite.com/page.html">Click here</A>  
<IMG SRC="http://www.yoursite.com/images/graphic.gif">
```

Section A.4 Technical Support

Pursuant to Section 3.2 of this Agreement, it is your responsibility to provide the technical expertise necessary to customize the converter. This process has been extensively used by many XE.COM clients and is known to work. Many such customized licenses are currently in use at many sites, both small and large, all around the world. **We regret that we cannot provide individual technical support for your development efforts.**