

EWR, Inc.

Cotton Electronic Receipts Tariff and Conditions 2018-2019

The terms of this tariff (“Tariff”) amend and supersede all prior tariffs issued by EWR, Inc. and control in the event of a conflict between its terms and the terms of any agreement incorporating it by reference. Use of EWR, Inc.’s services by any User (as defined below) at any time following its Effective Date, and prior to the issuance of a new tariff, shall constitute acceptance of its terms and conditions. The occurrence of activity by Accessors that requires use of access credentials is use constituting acceptance of the then-current Tariff terms.

EWR, Inc. uses several terms for electronic warehouse receipts, including “EWR” “electronic warehouse receipt” or “electronic cotton warehouse receipt”. This term may be used in singular or plural forms. An EWR is issued by a warehouse in the United States. An important definition for EWR may be found on the final pages of this tariff, and on the EWR, Inc. website at www.ewrinc.com/Cotton/ . Through this Tariff the aforementioned definition of “EWR” is incorporated into the Warehouse (Issuer) Agreement, the Participant Agreement.

This Tariff will be effective August 1, 2018.

All payments are in U.S. dollars.

Invoices are payable in 10 days. Late charges of 1.5% per month will be due on invoices not paid within 30 days of invoice date.

Issuer: For purposes of this Tariff, an “Issuer” is a cotton warehouse that issues electronic warehouse receipts or international electronic warehouse receipts and is party to a valid and existing Warehouse (Issuer) Agreement with EWR, Inc.

Participant: For purposes of this Tariff, a “Participant” is a legal entity or individual who is a party to a valid and existing Participant Agreement with EWR, Inc.

User: For purposes of this Tariff, a “User” is a person who uses EWR, Inc.’s services.

Accessor: For purposes of this Tariff an “Accessor” is an individual or entity who has obtained access to EWR, Inc. systems, software, websites, or mobile applications.

Issuing Receipts: Issuer will pay EWR, Inc. two cents (\$0.02) per regular electronic warehouse receipt when issued by a cotton warehouse. The Issuer will pay ten cents

(\$0.10) per certificated electronic warehouse receipt when issued by a certified warehouse.

Shipping Order/Cancel Receipt: A charge of six cents (\$0.06) per electronic warehouse receipt will be paid by the party surrendering the electronic warehouse receipt to the issuer at the time the receipt is surrendered. If the issuer cancels a receipt not delivered to it on a shipping order, then the six-cent charge will be assessed to the issuer except in those cases where the receipt is canceled immediately following the issuance of the receipt (also see "Block Receipt" and "Convert Electronic Receipt to Paper" below).

Issue negotiable multiple-bale (block) electronic warehouse receipt: 2 cents/bale

Issue non-negotiable multiple-bale (block) electronic warehouse receipt: 1 cent/bale

(This type of receipt can only be transferred between the issuer and one holder, and vice versa)

Sample Order transfer to warehouse: 1 cent/receipt

Early Shipping Order transfer to warehouse: 2 cents/receipt

Fee to Issuer to Uncancel an Electronic Warehouse Receipt: 1 cent per receipt

Convert Electronic Warehouse Receipt to Paper (excluding conversion upon receipt issuance by warehouse): 10 cents/receipt

List of all cancelled receipts which belong to a holder: 1 cent/receipt

Commodity Credit Corporation ("CCC") Loan Status Notification: ½ cent per receipt per transaction

Cancel Receipt Notification: 1 cent/receipt

Transfer Electronic Warehouse Receipts To Another Provider: 10 cents/receipt

Send Acknowledgments via Fax: 1 dollar/fax

Errors in a batch file that either are in excess of 1,000 or exceed 10% of the number of receipt records in the batch, whichever is higher: 3 cents/error

Make any holder/subholder the EAD: 2 cents/receipt

Transfer of electronic warehouse receipts between Holders in the merchant trade (following the *initial* transfer to a merchant): 2 cents/receipt charged to the sending Holder

Subholder makes another party in the merchant trade the new subholder: 2 cents/receipt

Phyto Application Request: \$0.35 per warehouse included in the request to be paid by the merchant issuing the request.

Phyto Application Inspection PDF: \$0.10 per PDF paid by the warehouse.

Fax Transmissions (including STAMP): \$50.00/year paid by everyone receiving a fax
Email transmission of messages in lieu of fax is free.

The following items have no charge associated with them:

- Ship/Cancel a multiple-bale receipt
- Provide New Passwords and/or ID Codes
- Initial Handling of Receipt by Producer, Ginner
- Fee for Use of EWR, Inc. Web Site
- Place Receipts in CCC Loan or Request LDP
- Charge for Minutes on Line
- Charge for Files Transmitted
- Transfer Receipts in from Another Provider
- Charge to Store Receipt Records
- Transaction Fee for Placing Electronic Receipt as Collateral
- Transaction Fee for Releasing Electronic Receipt Collateral
- Summary Data Report for Any Holder
- Fee to Issuer to Void a Receipt
- Convert Paper Receipt to Electronic
- PC Software (IRIS) to Interface & Communicate with EWR
- Technical Manual (via web site download)

Special Items/Requests

\$50/hour to undelete files including mail which are more than 90 days old with a minimum charge of one hour.

\$100/crop year for a warehouse and \$250/crop year for a merchant to send/receive electronic invoices via the EWR system.

Training: Group training to use the EWR Provider system and the EWR Software (eCotton) will be made available *without charge* in selected cities during the summer. New eCotton customers will be given free onsite training once with software installation during the months of January through August. Free one-time training for new eCotton customers during September through December will be available only by telephone. Depending upon EWR staff availability, other customer training may be available for a fee.

Financial institutions serving as the collateral agent for one merchant will be charged an annual service fee of \$1,000 per year. Institutions handling more than one merchant will be charged a service fee of \$2,000 per year.

After issuing 300,000 U.S. receipts in a crop year the warehouse will pay one cent for each electronic warehouse receipt issued.

Other: Users may request a special service and, if EWR, Inc. agrees to provide the service, User will have to pay a fee for that special service. The fee will be negotiable between EWR Inc. and User. Some services which EWR Inc. would consider special include:

User wants EWR Inc. to receive and/or provide data in a file format which differs from the standard formats which EWR Inc. utilizes.

User wants EWR Inc. to call User's computer system rather than User initiating the phone call to EWR Inc.

User wants to utilize a data compression and/or encryption technique which differs from that which EWR Inc. uses regularly.

EWR, Inc. transmissions and service to/for CCC and government agencies.

In addition to special services, EWR Inc. will consider developing special reports for Users at their request. Fees for such reports will be negotiated between EWR Inc. and User, with a minimum fee of \$100/hour with time measured in whole hours.

From time to time EWR Inc. receives requests and subpoenas from third parties for information including information concerning the transfer of electronic receipt holdership. Any party notified of such a request or subpoena shall have five days to commence legal action to prevent disclosure of the information. If a party fails to do so within five days, then EWR Inc. is authorized to provide such information to the requesting or subpoenaing party.

Subholders

Any Holder that surrenders an electronic warehouse receipt to Issuer for cancellation or for any other purpose shall be known as a "subholder" and the Issuer shall become the Holder. Such a subholder shall have access to the electronic warehouse receipt data, both required and optional, concerning such surrendered receipt, during the period of time that the Issuer is the Holder of the electronic warehouse receipt.

Any Holder that surrenders an electronic warehouse receipt to CCC for purposes of the government loan shall be known as a "subholder" and the CCC shall become the Holder. Such a subholder shall have access to the electronic warehouse receipt data, both required and optional, concerning such surrendered receipt. The subholder may

make another User of the electronic receipt system the new subholder by informing EWR, Inc. of this change in the manner the Provider requires.

Any Holder that surrenders an electronic warehouse receipt to its designated collateral financial institution for any purpose shall be known as a “subholder” and the financial institution shall become the Holder. Such a subholder shall have access to the electronic warehouse receipt data, both required and optional, concerning such surrendered receipt, during the period of time that the financial institution is the Holder of the electronic warehouse receipt.

EWR reserves the right to define, in compliance with applicable laws and regulations, other situations in which a person would become a subholder in the EWR system.

With EWR's permission, a subholder shall have access to the electronic warehouse receipt data for a receipt during the period of time that the said party is the subholder. EWR reserves the right to revoke this permission.

Users may from time to time offer to sell cotton EWRs, and/or they may from time to time sell options to purchase EWRs that have been placed in the CCC loan (“Options”) using the services of The Seam, LLC (“The Seam”). From time to time Users may offer to sell on The Seam EWRs which are pledged as collateral with a lending institution, as to which User holds equitable title. In such cases, while the CCC or other lending institution is the Holder of the EWRs, User may be designated by the CCC or lending institution as the subholder of the EWRs. In order to market such EWRs on The Seam it is necessary to post on The Seam the bale data for such EWRs. Thus, in order to facilitate the process of marketing and to assure The Seam and EWR, Inc. of their authority to take the following actions, all Users of the EWR, Inc. system do hereby authorize the following:

1. When a subholder of EWRs provides to The Seam, LLC an electronic communication listing bale numbers for EWRs or Options which it wishes to market on The Seam, The Seam is authorized to obtain the bale data information from EWR, Inc. for such bales; and
2. When EWR, Inc. receives a request for bale data from The Seam, LLC and the request contains bale identification numbers and the name of the subholder, upon verification by EWR, Inc. that the records of EWR, Inc. show that the identified subholder is in fact the subholder for the bales listed, EWR, Inc. is authorized to provide bale data information to The Seam, LLC for those bales; and
3. The Seam, LLC is authorized to post such bale data on its system for purposes of marketing.

EWR, Inc. and The Seam, LLC are unrelated, independent organizations and share no staff or management in common.

Transmission of Electronic Warehouse Receipts and ICE Exchange or other Time Sensitive Deadlines.

Responsibility for timely delivery pursuant to the rules of the ICE Exchange or other deadlines lies solely with the Holder. Any Holder, who plans to transmit/deliver electronic warehouse receipts to make delivery pursuant to the rules of the ICE Exchange, or other time-sensitive deadlines, should allow sufficient lead time prior to any deadline for delivery. Holders are on notice that if the EWR Inc. system is busy due to heavy volume of transactions, it may take several hours for a delivery to be completed, an electronic delivery may fail or be delayed due to software problems, hardware problems, telephone system problems, power failures, or other circumstances. EWR, Inc. shall have no responsibility for failure of any Holder to make delivery of receipts prior to deadlines established by the rules of the ICE Exchange or otherwise.

Holders are reminded that the issuing warehouse, not EWR, Inc., is responsible for the accuracy and integrity of the electronic warehouse receipts that they issue on the EWR, Inc. system.

Warehouse Acting for Customers

Warehouses may act on behalf of their customers to hold and transfer their EWR's. Each Issuer that acts on behalf of a customer represents and warrants that it has actual authority to act on behalf of its customer, and agrees on behalf of its customer to the terms of EWR, Inc.'s then current Warehouse (Issuer) Agreement or Participant Agreement. Each warehouse that so acts indemnifies and holds EWR, Inc. harmless from claims, attorney's fees and losses resulting from or in connection with its actions on behalf of, or purportedly on behalf of, its customers.

Contents of an Electronic Warehouse Receipt

All EWR, Inc. electronic warehouse receipts issued by warehouses in the United States incorporate the EWR Legal Definition (description of the contents of an EWR) set forth on the EWR, Inc. website and available at the end of this Tariff. The term "Holder" means the person initially designated as the holder by the warehouseman incidental to the issuance of an electronic warehouse receipt or any successor holder recorded in the files of EWR, Inc. with respect to the electronic warehouse receipt.

Limitation

The limitation of liability on the part of EWR Inc. is described in the Participant Agreement and/or the Issuer Agreement.

It is the responsibility of the holder to keep track of his holdings and it is not EWR Inc.'s responsibility. If EWR Inc. provides receipt summary reports to its Users as a service,

User agrees that EWR Inc. does not take responsibility for the accuracy of those reports.

USDA Compliance

EWR Inc. will comply with all applicable USDA laws, regulations and contractual provisions in its operation of its electronic warehouse receipt system.

Users on the EWR Inc. system agree that this Tariff may subsequently be amended to comply with USDA guidelines, instructions, and approvals. EWR Inc. will issue such amendments as guidelines/instructions/approvals are obtained.

Access and Use Restrictions

Users have, and will retain, sole responsibility for: (a) all of their data, including its content and use; (b) all information, instructions, and materials provided by or on their behalf in connection with EWR, Inc.'s web-based EWR services ("Services"); (c) their respective information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by them or through the use of third-party services; and (d) all access to and use of the Services and associated materials ("Materials") directly or indirectly by or through their information technology resources or the access credentials of their authorized representatives ("Authorized Reps"), with or without their knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

Users are reminded of their responsibility for any action taken by a person using their ID code and/or passwords. They shall restrict access to and use of the Services and associated Materials to their respective Authorized Reps, each of whom shall be issued unique access credentials. They should be extremely careful to prevent inadvertent exposure or access to their ID code and/or passwords by unauthorized persons. Users are solely responsible for employing security precautions that are sufficient to protect the confidentiality of the access credentials issued to their Authorized Reps and for causing such credentials to be timely canceled if an Authorized Rep's access privileges are revoked. Users should be aware that from time to time the EWR receipt system will require passwords to be changed as a security measure and Users agree to comply with this.

Users, and Accessors (including, but not limited to Accessors who are Authorized Reps) shall not do any of the following:

1. copy, modify, or create derivative works or improvements of the Services or Materials;
2. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Materials, in whole or in part;
4. bypass or breach any security device or protection used by the Services or Materials or access or use the Services or Materials other than by an Accessor through the use of his or her own then valid access credentials, which shall be sufficient to verify his or her individual identity and access/use authorization;
5. input, upload, transmit, or otherwise provide to or through the Services or EWR, Inc. Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent any User, or Accessor from accessing or using the Services or Provider Systems as intended by EWR, Inc.;
6. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, EWR, Inc. Systems, or EWR, Inc.'s provision of services to any third party, in whole or in part;
7. remove, delete, alter, or obscure any trademarks, specifications, documentation, agreement, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Materials, including any copy thereof;
8. access or use the Services or Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates (i) any registered or unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, (ii) any similar or equivalent right or form of protection, in any part of the world, (iii) any other right of any third party, or (iv) any applicable law;
9. access or use the Services or Materials for purposes of competitive analysis of the Services or Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the EWR, Inc.'s detriment or commercial disadvantage;
10. use or disclose Confidential Information in breach of the terms of the confidentiality provisions set forth in this Tariff; or
11. otherwise access or use the Services or Materials beyond the scope of the authorization granted by EWR, Inc. in this Tariff or any agreement incorporating this Tariff by reference.

If any User or Accessor becomes aware of any actual or threatened activity prohibited by use restrictions set forth in this Tariff or in applicable USDA laws, regulations, or contractual provisions, then such User or Accessor shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify EWR, Inc. of any such actual or threatened activity.

Confidentiality Obligations

Confidential Information. EWR, Inc., Users (as the "**Disclosing Party**") will disclose or make available Confidential Information to the other party (as the "**Receiving Party**") from time to time during the term of their respective Warehouse (Issuer) Agreements or Participant Agreements. Subject to the exclusions listed below, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's computer programs, applications, technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all information accessible through the access-controlled portions of EWR, Inc.' web site, and the Materials are the Confidential Information of EWR, Inc.

Exclusions. Confidential Information does not include information that the Receiving Party or Accessor can demonstrate by written or other documentary records: (a) was rightfully known to it without restriction on use or disclosure prior to such information's being disclosed or made available to it by the Disclosing Party; (b) was or becomes generally known by the public other than by the its noncompliance with these terms; (c) was or is received by it on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d) is included within the scope of a disclosure authorization issued by the Disclosing Party; (e) is subject to disclosure to the USDA or its affiliated entities during customary audits or reporting; (f) is of a type or nature that is customarily disclosed to then-current Holders of bales that are described in EWRs; or (g) is otherwise subject to disclosure under applicable laws or regulations.

Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Tariff and the applicable Issuer or Participant Agreement;

(b) except as compelled by court or administrative order under applicable law, not disclose or permit access to Confidential Information other than to its

representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Tariff and the applicable Issuer or Participant Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this provision; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Tariff;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its representatives' compliance with and be responsible and liable for any of its representatives' non-compliance with, the terms of this provision.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this provision with respect to any Confidential Information will continue until such time, if ever, as such Confidential Information ceases to be Confidential Information other than as a result of any act or omission of the Receiving Party or any of its representatives.

Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by court or administrative order under applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this provision; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this provision, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. Nothing herein shall be construed as prohibiting the Receiving Party from notifying the USDA in writing of any such court or administrative order so that the USDA can seek a protective order or other remedy.

Intellectual Property Rights.

EWR, Inc. IP. All right, title, and interest in and to the EWR, Inc. website and Materials, including all intellectual property rights therein, are and will remain with EWR, Inc. and, with respect to third-party materials, if any, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the third-party materials. The rights of Users are limited to those set forth in their respective agreements with EWR, Inc. All other rights in and to the website and Materials are

expressly reserved by EWR, Inc. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the aggregated data gathered or generated by or on behalf of EWR, Inc. through the website, including all intellectual property rights relating thereto.

Issuer/Participant Data. As between any User and EWR, Inc., such User is and will remain the sole and exclusive owner of all right, title, and interest in and to all of its data, including all intellectual property rights relating thereto, subject to the rights and permissions granted to EWR, Inc. in aggregated data and subject to the rights of the USDA in such data, if any.

Consent to Use Customer Data. Each Issuer and Participant hereby irrevocably grants all such rights and permissions in or relating to their respective data as are necessary or useful to EWR, Inc., its subcontractors, and personnel to enforce this Agreement, exercise their respective rights, and perform their respective obligations under the relevant Warehouse (Issuer) Agreement or Participant Agreement.

Law and Arbitration

Tennessee law shall apply to this agreement, except that the Federal Arbitration Act 9 U.S.C. Section 1, et seq. shall apply to arbitration.

Non-binding Mediation. All disputes and disagreements between the parties may be submitted for non-binding mediation in Memphis, Tennessee at a location acceptable to each party involved in the dispute or disagreement by a mediator with the arbitration tribunal described below or such other person as is mutually acceptable to the parties. Each party shall bear its own attorney's fees and equally share the costs of mediation.

Binding Arbitration.

Arbitration Mandate. In the event the parties fail to resolve a dispute or disagreement through mediation or either of the parties elects not to participate in mediation, such dispute or disagreement shall be settled by binding arbitration and judgment upon the award may be entered in any Court having jurisdiction. This mandate does not preclude either party from seeking extraordinary relief under applicable law from a court having appropriate jurisdiction as such party deems necessary or appropriate to preserve its rights pending the issuance of the final arbitral award.

Governing Rules. The arbitration shall be conducted in accordance with the rules and practices of the arbitration tribunal, which shall be the American Arbitration Association, or such other arbitral association to which the parties both agree. The arbitration shall be conducted by a single arbitrator acceptable to both sides of the dispute or disagreement, or if none, then by a panel of three arbitrators selected from a list supplied by the arbitration tribunal, with each side having the right to select one member of the panel and the third member being selected by the other panel members. In the event the dispute or disagreement is submitted to a panel of arbitrators, a majority vote

of the arbitrators seated on the panel shall be required to resolve the dispute or disagreement. The arbitrator or arbitrators shall have the power to authorize discovery and compel the production of all records that are relevant to the submitted dispute or disagreement.

Forum Selection. Each arbitration held pursuant to this provision shall be held in Memphis, Tennessee.

Language of Proceeding. The arbitration shall be conducted in English.

Confidentiality.

Except as may be required by law, neither a party nor the arbitrator[s] may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

Arbitrator Selection Procedure. The party initiating the arbitration shall, no later than fourteen (14) days after notifying the other party of its decision to demand arbitration, notify the arbitration tribunal of the pending dispute and request a list of qualified and impartial arbitrators. To be qualified, an arbitrator must, in addition to meeting the general qualification set by the arbitration tribunal, have an agribusiness background, and have no past or present, direct or indirect relationship with any of the parties or their counsel, whether financial, professional, social, or otherwise. The arbitrator shall otherwise be selected in accordance with American Arbitration Association Rules. In the event that no arbitrator is selected in accordance with the above procedure, the case administrator, after inviting consultation with the parties, shall select a suitable, qualified, impartial and independent arbitrator. In the event any arbitrator selected in accordance with the foregoing procedure dies, fails or refuses to act, or becomes incapable of acting, the case administrator shall, after inviting consultation with the parties, select a qualified, impartial and independent substitute arbitrator.

Attorneys' Fees and Costs. Any reasonable and necessary expenses, other than attorneys' fees, incurred pursuant to the arbitration provided herein, including but not limited to, arbitration fees, shall be paid equally by the parties to this Agreement. The arbitrator[s] shall have discretion to award attorneys' fees to the prevailing party.

THIS SUPERCEDES THE ARBITRATION PROVISIONS IN THE ISSUER AND PARTICIPANT AGREEMENTS

Notifications to EWR

Notifications to EWR Inc. should be sent to 81 Peyton Parkway, Collierville, TN 38017. This supersedes the provisions of paragraph 7 of the Issuer and Participant Agreements.

Responsibility for Crop Year Information

EWR, Inc. may obtain crop year information from certificating warehouses and provide that to Participants. Warehouses providing that information to EWR, Inc. represent and warrant its accuracy to EWR, Inc. Participants agree that if they are provided with such information (and EWR, Inc. is under no obligation to Participants to provide it) they will not make any claim against EWR, Inc. for errors in such information or delays in providing it, regardless of the cause of such errors or delays.

Record Retention

Records will be retained for the period of time specified in USDA Regulations or directives.

Other

Participants of eCotton software packages are entitled to up to 8 hours of support/training each year as part of their paid license fee to use the product. Any support/training beyond the 8 hours will have to be paid by the party receiving training/support at EWR Inc.'s then-current training/support rate.

If EWR Inc. agrees to accept payment by credit card from any customer then that customer will be responsible for paying to EWR Inc. all of the costs which EWR Inc. incurs as a result of accepting that card, including but not limited to costs associated with money conversion.

EWR Inc. System Security

Each User has agreed to follow EWR, Inc.'s security instructions.

User will adhere to software industry security best practices to maintain security sufficient to resist unauthorized access to or use by third parties of the software and systems provided to User, or made available to User, by EWR, Inc. (The security publications promulgated by the United States Computer Emergency Readiness Team provide examples of such best practices. These can be found using a good quality search engine. Currently they can be found at <http://www.us-cert.gov/security-publications>).

User agrees to maintain safeguards to protect the security of all information obtained from the EWR, Inc. system. User will not collect; store, copy, or use data or software provided to User by EWR, Inc. except to conduct normal business pursuant to and during the term of User's agreement with EWR, Inc. User will not introduce potentially

damaging software, data or files into the EWR, Inc. system. User will not attempt to breach, monitor, or hack into the EWR, Inc. system, nor defy system security measures.

User agree to immediately notify EWR, Inc. in writing upon discovery of any security breach or suspected security breach.

If, in using the EWR Inc. system, User acts for a third party, User will be responsible for any such action.

Notifications to EWR, Inc. should be sent to EWR, Inc., Attn: Joe Wyrick, 81 Peyton Parkway, Collierville, TN 38017.

EWR Cotton Legal Definition

© Copyright 1999-2018, EWR, Inc. EWR Legal Definition Page: 1 of 1 Contents of an EWR, Inc. "electronic warehouse receipt". UCC &7-202 (1) provides that a warehouse receipt need not be in any particular form. All EWR, Inc. electronic warehouse receipts are negotiable, except those multiple bale block receipts which may be identified as not negotiable in accordance with USDA rules. An EWR, Inc. electronic warehouse receipt consists of the following statements and the below-listed information with respect to any given bale of cotton wherever that information is located within the EWR, Inc. system and regardless of the steps necessary to access such information (items [1] through [11] are the required terms of an electronic warehouse receipt, all other information with respect to a given bale is an optional term): (1) the location of the warehouse where the cotton is stored, (2) the date of issue of the receipt, (3) the consecutive number of the receipt, (4) a statement that the cotton will be delivered to the order of the holder. Any terms stated or omitted by the warehouseman that result in a failure to comply the requirements of law for a negotiable electronic warehouse receipt shall be void and of no effect and shall be superseded and supplanted with the statement: "the cotton will be delivered to the order of holder". Terms requiring delivery to "bearer" if otherwise appearing in any electronic warehouse receipt shall mean "delivery to the order of the holder". "Holder" means that person initially designated as the holder by the warehouseman incidental to the issuance of an electronic warehouse receipt, or any successor holder recorded in the files of EWR, Inc. with respect to the electronic warehouse receipt. The giving of electronic transfer instructions verified by the holder's confidential identifying code and password shall constitute a signature and endorsement, (5) the rate of storage and handling charges, (6) a description of the goods which may, in the case of cotton put up in bales, be a description of such bales by marks, numbers or other means of identification and the weight of such bales, or of the packages containing them, (7) the signature of the warehouseman, which may be made by his authorized agent, the act of the warehouseman in providing the information necessary to create an electronic warehouse receipt and affixing or authorizing the affixing of the warehouseman's name thereto shall constitute and an adoption of such name as his "signature", (8) if the receipt is issued for goods for which the warehouseman is owner, either solely or jointly or in common with others the fact of such ownership, (9) a statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien or security interest, if the precise amount of such advances made or of such liabilities incurred is, at the time of the issue of the receipt, unknown to the warehouseman or to his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof, provided however, that if the warehouseman fails to expressly assert a claim of lien for its services or charges it will be deemed to have incorporated into its electronic warehouse receipt the following statement: "the warehouseman claims a lien for the services requested and other charges in accordance with its tariff in effect on the date such services are performed or such charges are incurred", (10) in the case of a federally licensed warehouse if the grade or other class is not provided, a statement that the grade or other class has been omitted at the request of the depositor, (11) any other information that is necessary to meet the requirements of applicable law and regulations, including but not limited to, the Uniform Commercial Code Section 7-104

and 7-202, and when applicable, 7 U.S.C. Sections 259 and 260 and 7 C. F. R. part 735, and (12) any other information, not legally required, which may from time to time be made available with respect to the particular bale of cotton. All Participants, warehouses, holders, and subholders sending instructions to EWR, Inc. accompanied by their EWR, Inc. - assigned password intend the password to constitute a signature and authentication. © Copyright EWR, Inc. 1999 – 2018.

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