



## Broker Membership Agreement

This Broker Membership Agreement (“the Agreement”) is entered into between

A. Fish Pool ASA (“Fish Pool”),

address; Fantoftvegen 38, 5072 Bergen,

Reg. No: 982 985 110 in the Norwegian Company Register,

and;

B. .... (“the Broker Member” or ”the Member”),

address; .....

Reg. No. ....in the (name of company register) .....

collectively referred to as “the Parties”.

1. Upon entering into this Agreement the Broker Member obtains the right report Trades in Products at Fish Pool, as further regulated and defined in this Agreement, in the Rulebook and the Appendices.
2. The Broker Member hereby accepts to be bound by the terms of the Rulebook and the Appendices as amended from time to time.
3. In the event of a conflict between the Rulebook, the Appendices and this Agreement, this Agreement shall prevail.
4. The Broker Member represents that it has all requisite power and authority and legal right to enter into this Agreement under its articles of association, by laws or any other document and to report in accordance with this Agreement, the Rulebook and the Appendices. The Broker Member represents that it maintains all necessary regulatory authorisations to broke financial contracts according to the laws in its country or the equivalent rules of the European Community.
5. The Member represents that the Responsible Person(s) and Broker(s) appointed by the Member are authorised and empowered to act on behalf of the Broker Member at Fish Pool. The Broker Member shall inform Fish Pool instantly of its intention to withdraw such authorisations.
6. The Broker Member represents that all information it has provided or will provide to Fish Pool is true, accurate and correct.
7. The Broker Member shall promptly notify Fish Pool in case of any breach of representations.
8. Each Party may upon 1 – one – month’s written notice terminate this Agreement.
9. If at any time any provision of this Agreement, the Rulebook or the Appendices becomes illegal, invalid or unenforceable in any aspect under the law of any relevant jurisdiction, the remaining provisions shall not be affected or impaired thereby.
10. Changes to this Agreement require written approval of both Parties. Changes to the Rulebook, the Appendices or any written agreement between the Parties require a six weeks notice given by Fish Pool at the Fish Pool homepage. Fish Pool may inform the Member of changes by email to the Responsible Person.
11. The Broker Member may not assign or transfer any rights or obligations under the Agreement without the prior written consent of Fish Pool.
12. Fish Pool will automatically record all telephone conversations made in relation to Trading at Fish Pool with Listed Products in order to secure evidence of Orders and Trades at Fish Pool.
13. The Broker Member hereby authorises Fish Pool to tape such telephone conversations, and to keep such recordings in its custody in accordance with applicable data

protection legislation as from time to time in force. Fish Pool ensures the confidentiality of the recorded telephone conversations, and will not use the conversation in any other way than as evidence.

14. Any dispute between the Parties shall be settled according to the procedures specified in the Rulebook.

Bergen, .....

.....  
Place, date

.....  
Fish Pool ASA

.....  
Signature

.....  
Broker Member

.....  
Repeat signature in block letters

.....  
Repeat signature in block letters

## Authority to report Trades on behalf of the Broker Member

**Responsible person;**

Company name;  
Phone number;  
Fax number;  
E-mail;

Signature; \_\_\_\_\_

**Broker;** (fill out for more than one person if needed)

Name of Broker;  
Phone number;  
Fax number;  
E-mail;

Signature; \_\_\_\_\_

**Broker;**

Name of Broker;  
Phone number;  
Fax number;  
E-mail;

Signature; \_\_\_\_\_

I confirm that the information in this Agreement is true and accurate. I confirm that the persons mentioned above have the needed powers, experience and competence to report trades to Fish Pool.

This Agreement must be signed by a person authorised to sign on behalf of the Broker Member.

.....  
(place, date)

.....  
(signature for and on behalf of the Broker Member)

.....  
Repeat signature in block letters