



Non Clearing Membership Agreement

This Non Clearing Membership Agreement (“the Agreement”)

is entered into between

A. Fish Pool ASA (“Fish Pool”),

address; Fantoftvegen 38, 5072 Bergen,

Legal Entity Identifier (LEI): 213800EH1XXWX1VYBV42

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

and;

B. _____ (“the Trade Member”),

address; _____

Legal Entity Identifier (LEI) _____

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

collectively referred to as “the Parties”.

1. Upon entering into this Agreement the Trade Member obtains the right to carry out Trading at Fish Pool, as further regulated and defined in this Agreement, in the Rulebook and the Appendices to the Rulebook.
2. The Trade 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 Trade 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 carry out Trading in accordance with this Agreement, the Rulebook and the Appendices.
5. The Trade Member represents that the Responsible Person(s) and Trader(s) appointed by the Trade Member are authorised and empowered to act on behalf of the Trade Member at Fish Pool. The Trade Member shall inform Fish Pool instantly of its intention to withdraw such authorisations.
6. The Trade Member represents that all information it has provided or will provide to Fish Pool is true, accurate and correct.
7. The Trade 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 notice according to the Rulebook. Fish Pool may inform the Trade Member of changes by email to the Responsible Person.
11. Fish Pool requires a valid Legal Entity Identifier (LEI) from all Trade Members. Trade Members must notify Fish Pool of changes to their LEI. No Trade Member can enter orders or trades without a registered LEI.
12. The Trade Member may not assign or transfer any rights or obligations under the Agreement without the prior written consent of Fish Pool.
13. Fish Pool will automatically record all telephone conversations. The recordings can be made available for the Trade Member according to law and Fish Pool Rulebook. Fish Pool may also save all written communication with the Trade Member.
14. The Trade Member hereby authorises Fish Pool to tape telephone conversations and store written communication with all representatives of the Trade Member, and to

keep such recordings in its custody or in the custody of a representative in accordance with applicable data protection legislation in force. Fish Pool is responsible for the confidentiality of the recorded telephone conversations. The recordings and written communication can only be used as evidence of entered Trades and placed Orders.

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

All Fish Pool Trade Members must have access to clearing to enter Orders or Trades.

Bergen,	Place, date
Fish Pool ASA	Signature
	Trade Member
Repeat signature in block letters	Repeat signature in block letters

ACKNOWLEDGEMENT AND AUTHORISATION BY THE GCM = GENERAL CLEARING MEMBER

The undersigned, being a General Clearing Member (GCM) of the Clearinghouse (as defined by the clearing rules), hereby authorises, represents and warrants to Fish Pool and the Clearinghouse that:

- (i) The Trade Member is authorised as, and shall be deemed a GCM Client of us, pursuant to the clearing rules.
- (ii) All Trades entered into by the Trade Member shall be confirmed by a representative of the GCM authorised to confirm Trades to the Clearinghouse prior to Matching and issuing of a trade confirmation by Fish Pool.
- (iii) All Trades entered into by the Trade Member shall be registered as clearing transactions according to Fish Pool Rulebook to the clearing portfolio nominated below and/or such other clearing portfolio as we may from time to time notify you in writing;
- (iv) We will notify Fish Pool immediately and in writing if the Trade Member for any reason ceases to be our GCM Client, and in any change of GCM representation to the Clearinghouse

Exchange Transactions executed by the Trade Member shall be allocated to the following clearing portfolio (as may be amended by written agreement between us and the Clearinghouse):

_____ [insert reference]

For and on behalf of _____ (name of General Clearing Member)

Place, date _____

Signature for GCM

Repeat signature in block letters

Authority to Trade on behalf of the Trade Member

Responsible full person name:
National Identifier:
Date of birth:
Phone number:
E-mail:

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

Trader full person name:	Trader full person name:
National Identifier:	National Identifier:
Date of birth:	Date of birth:
Phone number:	Phone number:
E-mail:	E-mail:

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 trade at Fish Pool.

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

Place, date	Trade Member:
Signature for an on behalf of the Trade Member	Repeat signature in block letters