



## Financial Distributor Trade Membership Agreement

This Financial Distributor Trade 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.
2. Fish Pool will make available to the Trade Member with a signed Financial Distributor Trade Membership Agreement a final Monthly Settlement Price and daily closing prices in respect of each Product and grants the Trade Member a non-transferable license to use Monthly Settlement Prices for the purposes of Settlement of bilateral contracts between the Trade Member and its clients, either by
  - a. Hedging the same volume in a financial contract at Fish Pool or by
  - b. Paying an Index fee for the hedged volume to Fish Pool in accordance with clause 4.

This license and the rights covered by it shall survive the expiry, cancellation, release and termination of this Agreement in relation to any outstanding contracts following the termination of this Agreement.

3. Fish Pool expressly reserves any and all other rights in and to the Monthly Settlement Prices other than those limited rights licensed in accordance with this clause. The Trade Member expressly confirms that Fish Pool has proprietary rights to the Fish Pool Index Settlement price and its components.
4. The Trade Member shall have the right to the same fees as General Clearing Members according to the Fish Pool fee list.
5. The Trade Member hereby accepts to be bound by the terms of the Rulebook and the Appendices as amended from time to time.
6. In the event of a conflict between the Rulebook, the Appendices and this Agreement, this Agreement shall prevail.
7. 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.
8. 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.
9. The Trade Member represents that all information it has provided or will provide to Fish Pool is true, accurate and correct.
10. The Trade Member shall promptly notify Fish Pool in case of any breach of representations.

- 11. Each Party may upon 1 – one – month’s written notice terminate this Agreement.
- 12. 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.
- 13. 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.
- 14. Fish Pool require 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.
- 15. The Trade Member may not assign or transfer any rights or obligations under the Agreement without the prior written consent of Fish Pool.
- 16. Fish Pool will automatically record all telephone conversations. The recordings can be made available according to law and Fish Pool Rulebook. Fish Pool may also save all written communication with the Trade Member.
- 17. The Trade 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 of placed Orders or entered Trades.
- 18. 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

## Authority to Trade on behalf of the Trade Member

<b>Responsible full person name:</b>
National Identifier:
Date of birth:
Phone number:
E-mail:

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

<b>Trader full person name:</b>	<b>Trader full person name:</b>
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