



**NOREXECO Rulebook**

**Appendix 9**

**Trade Membership Agreement**

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

**NOREXECO ASA (“NOREXECO”),**  
**Address; Brugata 10, 2212 Kongsvinger, Norway**  
**Company reg. no: NO 998 548 217 in the Brønnøysund Register Centre,**

and

**“Trade Member” or “the Member”**

**Company reg. no**

**Name of company register**

**Company address (place of business), street**

**Company address (place of business), city**

**Company address (place of business), country**

**Legal Entity Identifier Number (LEI code)**

referred to as “the Parties”.

**Trade Membership category:**

- Non-Clearing Member – The Trade Member is a client of a Clearing Member of NOREXECO’s clearing partner
- Clearing Member – the Trade Member is a Clearing Member of NOREXECO’s clearing partner

Confirmation of clearing arrangement with ECC must be in the form of a signed Non-Clearing Membership agreement (ECC form NCM02) which constitutes Attachment II to this Agreement.

**1.**

Upon entering into this Agreement the Member obtains the right to execute Trades in Listed Products at NOREXECO, as further defined in this Agreement, in the Rulebook and the Appendices.

**2.**

The Member hereby accepts to be bound by the terms of the Rulebook and the Appendices as amended from time to time.

**3.**

The Member confirms that it has authority and legal right to enter into this Agreement under its home country laws and regulations, its articles of association, by laws or any other document and to execute Trades in accordance with this Agreement, the Rulebook and the Appendices.

**4.**

The Member confirms that it has a suitable organization with relevant experience in derivatives trading, adequate risk management routines and payment capabilities to participate in the markets organized by NOREXECO. The Member will be deemed to be compliant with this clause to the extent it complies with the requirements of the Rulebook.

**5.**

The Member confirms that the Responsible Person(s) and Trader(s) appointed by the Member according to Attachment I are authorized and empowered to act on behalf of the Member at NOREXECO. Amendments of Responsible Person(s) and Trader(s) for the members shall be confirmed by using the form in Attachment I.

**6.**

The Member confirms that all information it has provided or will provide to NOREXECO is accurate and correct.

**7.**

The Member shall promptly notify NOREXECO in case of material 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. The rulebook and its Appendices may be changed according to sections 3.4 in the Rulebook. Information on changes in the Rulebook is published by NOREXECO by way of e-mail to Responsible Persons and at the NOREXECO website.

**11.**

The Trade Member may not assign or transfer any rights or obligations under the Agreement without the prior written consent of NOREXECO.

**12.**

In accordance with applicable law, NOREXECO will automatically record and store telephone and electronic conversations made in relation to Trading at NOREXECO in order to secure evidence of Orders and Trades at NOREXECO. NOREXECO is aware that a Member may record and store telephone and electronic conversations with NOREXECO staff.

**13.**

NOREXECO hereby authorizes the Member, and the Member hereby authorizes NOREXECO to record such conversations, and keep such recordings, emails or messages in its custody in accordance with applicable data protection legislation as from time to time in force. The Parties shall each ensure the confidentiality of the stored conversations on their side, and shall not use the conversations in any other way than as evidence.

**14.**

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

This Trade Membership Agreement has the following attachments, two for NOREXECO and one made by ECC:

Attachment I: Responsible person and authorized Trader(s)

Attachment II: A signed Non-Clearing membership agreement, ECC form NCM02

Attachment III: DMA (Direct Market Access) Firm information for the DMA client, user roles and authorisation

**Kongsvinger,** \_\_\_\_\_

\_\_\_\_\_  
(Place and date)

\_\_\_\_\_  
Signature NOREXECO ASA

\_\_\_\_\_  
Signature Trade Member

\_\_\_\_\_  
Name and position in capital letters

\_\_\_\_\_  
Name and position in capital letters