

COLLATERAL AND SETTLEMENT ACCOUNT AGREEMENT

This Collateral and settlement Account Agreement ("**Agreement**") is entered into as of [] between

- A. [] (the "**Member**"); and
- B. **NOS CLEARING ASA ("NOS")**,

(together the "**Parties**").

The Parties agree as follows:

1. Reference is made to the Rulebook for Clearing with NOS - (NOS Clearing ASA) (as amended from time to time, the "**Rulebook**"). The provisions of the Rulebook supplement this Agreement, and capitalised defined terms not defined in this Agreement have the meanings given to them in the Rulebook.
2. The Settlement Bank has agreed to maintain on its books and records a Collateral and Settlement Account (the "Account") for each Clearing Member. A Clearing Member's Account will record the funds received from that Clearing Member as well as disbursements made to the Clearing Member from the Account at NOS's direction and withdrawals and deposits made by NOS when settling contracts with that Clearing Member according to the Rulebook.
3. With the Member's authorisation and agreement, NOS has directed the Settlement Bank to establish an Account for the Member in the currency instructed by the Member. The Account does not constitute a bank account with the Settlement Bank nor with NOS but a recording of the Member's client account with NOS. The Member does not have a depositor or other contractual relationship with the Settlement Bank or the right to make withdrawals other than through NOS. The Member has the right to request that NOS direct the Settlement Bank to make disbursements to the Member as provided for in the Rulebook.

4. In a separate letter from NOS to the Member, there is set forth (a) the identity and address of the Settlement Bank at which the Account is maintained, (b) the account number of the Account and the currency applicable, and (c) the Clearing Account(s) the Account is linked to.
5. The Member bears all risk of loss with respect to funds held on its behalf in the Account with the Settlement Bank and that NOS shall not be responsible for any loss suffered by the Member as a result of the Settlement Bank's failure to make any payment due to insolvency, illegality or any other reason.
6. The Member authorises NOS to disclose such information concerning the Member to the Settlement Bank as the Settlement Bank shall reasonably request, including without limitation the information contained in the Member's Clearing Membership Application Form.
7. The Member represents and warrants and shall represent and warrant on a continuing basis for the duration of this Agreement:
 - (a) that this Agreement constitute legal, valid and binding obligations of the Member, enforceable against it in accordance with their respective terms;
 - (b) that it has all necessary power and authority to execute this Agreement and perform and comply with its obligations hereunder and that the individual signing this Agreement is duly authorised to do so;
 - (c) that the execution and performance of this Agreement does not violate any law, rule, or regulation, or any agreement, document or other instrument binding on or applicable to it;
 - (d) that no person or entity other than the Member and NOS will have any security interest or similar right in the Account or the Cash Collateral (as defined below).
8. The Member hereby grants NOS a security interest (by way of pledge) and a right of set-off in all cash which is at present, or will in the future be, deposited in or credited to the Account (including interest) (the "**Pledged Cash**") to secure settlement obligations and other payment obligations of the Member in accordance with the Rulebook. This security interest constitutes a financial collateral agreement under the Norwegian Financial Collateral Act 2004 or other applicable laws, where the security interest may be exercised as provided for in this Agreement and the Rulebook, including by withdrawal of funds from the Account and set-off of any claims against the Member.
9. The Member agrees that NOS has the right to withdraw funds from the Account and to apply such funds as described in the Rulebook, including for settlement of any amounts owing by the Member to NOS, without notice to the Member and in such order as NOS sees fit. The Member agrees that NOS alone has the right to give instructions to the Settlement Bank with respect to the Account, that any and all rights of disposal over the funds is assigned to NOS and that it will not give or attempt to give the Settlement Bank instructions with respect to the Account.

10. Interest shall accrue on the Account to the extent, if any, provided a separate letter from NOS to the Member with information about terms and conditions set by NOS on the Account.
11. The Member agrees that all confirmations and account statements received by the Member from NOS or the Settlement Bank shall be conclusive and binding on the Member unless the Member sends a written objection to NOS within [3] days after receipt.
12. The Member authorises NOS to disclose such information concerning NOS, the Member and its relationship and transactions with NOS as any regulator, regulatory authority or similar body may request.
13. This Agreement may be amended only by a writing signed by both Parties. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. The Member may assign or transfer its rights or obligations under this Agreement only with the prior written consent of NOS, and any transfer in violation of the foregoing shall be void and of no effect.
14. This Agreement will be governed by and construed in accordance with the laws of England and Wales. With respect to any suit, action or proceedings relating to this Agreement, the Rulebook shall apply.
15. Neither this Agreement, nor the establishment of the Account, nor the deposit of funds in accordance with this Agreement establishes any fiduciary relationship, relationship of trust or agency or similar relationship between the Parties; and NOS shall have no fiduciary or similar duties to the Member. NOS shall have no responsibility or liability for the acts or omissions of third parties, including, without limitation, the Settlement Bank.
16. This Agreement and the Rulebook contains the entire agreement between the Parties with respect to the matters to which it relates, and supersedes all prior commitments, agreements and understandings, whether written or oral, with respect to those matters.
17. This Agreement shall terminate only at such time as the Member has terminated its Clearing Membership Agreement and has fully discharged all its obligations to NOS in accordance with the Rulebook.
18. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same original.

