

# Membership FORM

This Membership Form is submitted and signed by \_\_\_\_\_ (“**Clearing Member**”) that already sent a Request for Services with Cassa di Compensazione and Garanzia S.p.A. (“**Euronext Clearing**”) for one or more Sections.

In addition this Membership Form is signed – for each specific Part - by the Trading Client and/or by the Designated Clearing Member if appointed in the relevant Part by the Clearing Member. Moreover this Membership Form could be signed by the Settlement Agent for Part 1.

Terms and expressions used in this Membership Form shall have the meaning given to them in the Request of Services, General Condition Part I and Part II (“**Membership Agreement**”) and Euronext Clearing Regulations and Instructions to Euronext Clearing Rules (jointly the “**Regulations**”).

## Part 1- Settlement Agent

The Clearing Member declares:

1. to have appointed \_\_\_\_\_ ("**Settlement Agent**") in relation to the contracts entered into Euronext Clearing.

Please indicate which Euronext Clearing Sections are being applied for.

- the Equity Section
- the Financial Derivatives Section
- the Soft Commodity Derivatives Section
- the Fixed Income Section
- the Power Derivatives Section

This appointment is [tick the appropriate box(es)]

a. for the execution of all obligations to be fulfilled in cash arising from the Clearing Member's membership of the System in respect of the Collateral Account(s) communicated to Euronext Clearing according to the Account Structure Form;

b. for the execution, at the Settlement Service, of the Positions registered in the name of the Clearing Member and guaranteed in the contents of the Sections indicated in the Request of Services, in respect of the Delivery Accounts, communicated to Euronext Clearing according to the Account Structure Form;

c. for the execution of all obligations to be fulfilled by transferring Financial Instruments as Collateral and arising from the Clearing Member's membership of the System in respect of the Collateral Account(s) communicated to Euronext Clearing according to the Account Structure Form;

2. that the agreement between the Clearing Member and the Settlement Agent is effective and includes the mandatory provisions established in the Instructions to Euronext Clearing Rules in the art. B. 1.1.6 - Bis and takes into account the Euronext Clearing Regulation that prevails on the provision of the agreement in case they are not compatible with them;

3. that the Clearing Member has forwarded to the CCP the Account Structure Form, as well as the relevant power of attorney, pursuant the relevant Annexes, enabling the CCP to directly instruct the Settlement Agent's accounts;

4. no objection against Euronext Clearing shall be raised, except objections based on the Euronext Clearing Regulations and the Euronext Clearing Disagreement Immediate Termination Guideline, nor

shall any claim be made against Euronext Clearing that is based on the performance of the agreement between the Clearing Member and the Settlement Agent since these parties are bound to settle any dispute on the matter between themselves according to the terms of the agreement.

5. The Settlement Agent Representative duly authorized to manage the relationship with Euronext Clearing is \_\_\_\_\_ Email \_\_\_\_\_ -  
mobile \_\_\_\_\_

## Part 2 - Auction

1. The Clearing Member accepts to participate directly to the auctions in case he is selected as Mandatory Auction Participant by Euronext Clearing as communicated from time to time by Euronext Clearing or delegate such participation to a Trading Client.

In case of delegation of such participation, in accordance with Article 8, including paragraph 8.3 of General Condition Part I, which governs the activities hereunder, the Clearing Member continues to be fully and solely responsible for any activities performed by the Trading Client in relation to this mandate.

**[OPTIONAL]** In addition, the Clearing Member hereby

**applies as Voluntary Auction Participant in the following Sections and markets [tick the appropriate box(s)]:**

Section and one or more markets managed by:									<i>[Optional]</i> In case such activity is delegated, to indicate the Trading Client executing this activity
<input type="checkbox"/> Equity Section	Euronext Group	<input type="checkbox"/> PARIS	<input type="checkbox"/> MILAN	<input type="checkbox"/> AMST ERDA M	<input type="checkbox"/> BRUSS EL	<input type="checkbox"/> LISBO N	<input type="checkbox"/> DUBLI N		_____
	Luxembourg SE	<input type="checkbox"/> LUX							_____
<input type="checkbox"/> Financial Derivatives Section	Euronext Group	<input type="checkbox"/> PARIS	<input type="checkbox"/> MILA N	<input type="checkbox"/> AMST ERDA M	<input type="checkbox"/> BRUSS EL	<input type="checkbox"/> LISBO N	<input type="checkbox"/> DUBLI N	<input type="checkbox"/> OSLO	_____
<input type="checkbox"/> Soft Commodity Derivatives Section									_____

<input type="checkbox"/> Power Derivatives Section								
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The Clearing Member and/or the Trading Client acknowledges and accepts that the information concerning the auction are highly confidential and fall under the scope of the rules governing the privileged information under the Legislative Decree no. 58/98 and must be treated with the utmost confidentiality by them and by their employees and/or consultants, the Default Management Coordinator ("**DMP**") and its backup ("**Backup DMP**") indicated below.

The Clearing Member and the Trading Client (if delegated) appoint the following representatives as DMP and Backup DMP. In case of changes of the DMP and/or the Backup DMP the Clearing Member and/or the Trading Client shall communicate in advance the details of the new DMP and/or Backup DMP at least 2 working days before the effectiveness of his/her replacement.

the **DMP** of the Clearing Member is:

First name and family name \_\_\_\_\_

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

the **Backup DMP** of the Clearing Member in case of absence of the DMP, according to the Regulations is:

First name and family name \_\_\_\_\_

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

the **DMP** of the Trading Client delegated and empowered to manage the auction procedure on behalf of the Clearing Member according to the Regulations is:

First name and family name \_\_\_\_\_

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_



the **Backup DMP** of the Trading Client, delegated and empowered to manage the auction procedure on behalf of the Clearing Member, in case of absence of the DMP, according to the Regulations is:

First name and family name \_\_\_\_\_

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

### Part 3 - Delegation of Operational Functions

The Clearing Member delegates to \_\_\_\_\_ (“**Trading Client**”) the exercise of one or more function/s detailed in the articles of Instructions to Euronext Clearing Rules mentioned below ([ick the appropriate box(s)]:

- Request of netting of positions for accounts kept on a gross basis as provided for in Article B.2.1.3, paragraph 7;
- Corrections of posting indication and indications of opening/close code pursuant Article B.2.1.3 paragraph 8;
- Manual Give up requests pursuant to Article B.2.1.6;
- Manual Take up acceptance or refusal pursuant to Article B.2.1.6;
- Request for Position transfer pursuant to Article B.2.1.6, paragraph 4;
- Request for early exercise of options pursuant to Article B.6.1.1;
- Request for Exercise/abandonment of options pursuant to Article B.6.1.2.

The functions are exercised by the delegated Trading Client admitted to the markets through the Technological Infrastructure and are understood as made by the Clearing Member.

The Clearing Member who delegates one or more functions to Trading Client must fill in the connectivity form on behalf of its Trading Client.

The Clearing Member may also:

- authorize Trading Client to access the Reports and Data Files made available through the Technological Infrastructure.

## Part 4 - Communication Document

The **Clearing Member** (including Designated Clearing Member if any) confirms to Euronext Clearing the compliance with the applicable onboarding requirements governing relationships with Trading Client and/or ISA Clients at least until the transfer of Positions to a different Clearing Member or the termination of the membership to the relevant Section(s).

The **Designated Clearing Member** (if any) accepts the transfer of Positions and Collateral registered within Clients Account Structures as provided for in Article B.6.2.1-bis that may occur within a Clearing Member's default management procedure.

The Designated Clearing Member (if any) represents that, concerning the various Client Account Structures registered in the Clearing Member's name, [**tick appropriate Box depending on Client Account Structure(s)**]:

in respect **to Individual Segregated Account Structures** (article B.2.4.1 of the Regulations), it has concluded with the Client the necessary contractual arrangements applicable pursuant to onboarding requirements;

in respect **to Gross Omnibus Segregated Account Structures for Indirect Clients** (article B.2.4.2 of the Regulations), it has concluded with the Client the necessary contractual arrangement applicable pursuant to onboarding requirements, including related to registration of Position and Collateral of the Indirect Client;

in respect **to Omnibus Segregated Account Structures** (article B.2.5.1 of the Regulations), it has concluded with all the Clients registered within the OSA the necessary contractual arrangements applicable pursuant to onboarding requirements<sup>1</sup>;

in respect **to Net Omnibus Segregated Account Structures for Indirect Clients** (article B.2.5.1 of the Regulations), it has concluded with all the Clients registered within the NOSA the necessary contractual arrangements applicable pursuant to onboarding requirements, including related to registration of Position and Collateral of the Indirect Clients<sup>2</sup>;

The Clearing Member also undertakes to provide and update from time to time the Account Structure Form. The Designated Clearing Member accepts that, in the event of transfer to it of Positions and Collateral, it shall take on the role of the Clearing Member from the transfer to him of Positions and Collateral of the Clients. To such purpose, the Designated Clearing Member confirms it has entered into the agreement with Euronext Clearing for the supply of the Service(s).

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<sup>1</sup> When used in the context of Portability, in order to enable Euronext Clearing to assess the conditions mentioned in Article B.2.5.1, para 3 of the Regulations, the Designated Clearing Member shall also provide evidence of the identification details of all Clients registered within the OSA.

<sup>2</sup> When used in the context of Portability, in order to enable Euronext Clearing to assess the conditions mentioned in Article B.2.5.1, para 3 of the Regulations, the Designated Clearing Member shall also provide evidence of the identification details of all Clients registered within the NOSA.

## Part 5 - AUTHORISATION DOCUMENT

The Clearing Member admitted to Equity Section and/or Derivatives Sections hereby, authorizes Euronext Clearing to [tick the appropriate box(s)]:

send instructions to the Clearing Member or its Settlement Agent named [ \_\_\_\_\_ ] in order for them to send directly to Euronext Securities Oslo on financial instruments recorded in the book entry system of Euronext Securities Oslo;

send payment instructions to Clearing Member or its Paying Agent named [ \_\_\_\_\_ ] in order for them to send directly to Norges Bank for variation margins, Premiums, options cash settled amounts in NOK;

send instructions in equity resulting from exercise/assignation and futures expiry to Clearing Member of the equity market named [ \_\_\_\_\_ ] (to tick only in case the Clearing Member is not also member of Equity Section).

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This Membership Form must be digitally signed and returned to the Euronext Clearing Membership & Onboarding Department at the following address: [ccp-membership@euronext.com](mailto:ccp-membership@euronext.com)

In case of changes of the information contained in this document, the document must be resubmitted to Euronext Clearing.

Place and date: .....

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(Signature of the Legal Representative of the **Clearing Member**)

In case of appointment of a Settlement Agent as set forth in Part 1, the Settlement Agent accept such appointment signing this Membership Form.

Place and date: .....

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(Signature of the Legal Representative of the **Settlement Agent**)

In case of delegation of functions to a Trading Client as set forth in

Part 2 and/or in

Part 3

the Trading Client accept the delegation of functions signing this Membership Form.

Place and date: .....

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(Signature of the Legal Representative of the **Trading Client**)

In case of Designated Clearing Member as set forth in Part 4, the Designated Clearing Member accepts such role signing this Membership Form.

Place and date: .....

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(Signature of the Legal Representative of the **Designated Clearing Member**)