

NEX SEF Limited

TRADING PRIVILEGE HOLDER AGREEMENT

Your Name:

Your email address:

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Please complete this Trading Privilege Holder Agreement and one or more Authorised Trader Applications (collectively with all attachments hereto and as amended from time to time, this “**Agreement**”) to receive Trading Privileges (“**Trading Privilege Holder**”) on the Facility (as defined in the Facility Rulebook) provided by NEX SEF Limited (“**NEX SEF**”) and return to customer.contracts@cmegroup.com or to London Fruit & Wool Exchange 1 Duval Square E1 6PW. No amendments to this Agreement by Applicant will be permitted and any modifications other than by NEX SEF as permitted herein will be disregarded. This Agreement will be binding upon Applicant and NEX SEF upon Applicant being provided with access to the Facility. All defined terms used herein, except as otherwise defined in this Agreement (including the Attachments hereto), shall have the same meanings set forth in the Facility rulebook available at [EBS Regulatory Documents \(cmegroup.com\)](https://www.cmegroup.com/regulatory), and all amendments thereto in each case effective upon notice to Applicant from time to time (the “**Facility Rulebook**”). In consideration of becoming a Trading Privilege Holder, the undersigned applicant (“**Applicant**”) represents, warrants, covenants and agrees for the term of this Agreement as follows:

1. Applicant agrees to the terms and conditions herein, whether acting on its own behalf, or when permitting its Trading Privileges to be accessed by an Authorised Trader or Authorised Trading Firm and shall be bound by the Facility Rulebook. Applicant consents to the jurisdiction of the Facility. In the event of a conflict between the Facility Rulebook and this Agreement, the Facility Rulebook shall govern.
2. The Facility Rulebook governs Applicant’s access and use of NEX SEF’s Trading Platforms. If Applicant is party to a pre-existing agreement governing access to electronic trading systems with any affiliate of NEX SEF, such pre-existing agreements do not govern Applicant’s access and use of NEX SEF’s Trading Platforms.
3. Applicant is an eligible contract participant (“**ECP**”) within the meaning of section 1a of the Commodity Exchange Act (“**CEA**”) and an Eligible Counterparty or a Professional Client within the meaning of the FCA Handbook. Applicant will immediately inform NEXSEF if at any time it ceases to be an ECP or an Eligible Counterparty.
4. If Applicant is not an individual, Applicant represents and warrants that: (i) it is validly organised and in good standing in the jurisdiction in which it is organised; (ii) it is authorised by its governing body and documents of organisation to enter into and comply with its obligations under this Agreement; and (iii) it shall comply with all Applicable Law in accessing and using the Facility. If Applicant is an individual, Applicant represents and warrants that it is old enough to enter into legally enforceable contracts in its applicable jurisdiction and this Agreement will be legally binding on Applicant.
5. No person authorised to trade for Applicant’s account (each, an “**Authorised Trader**”) shall have access to the Facility unless and until the Applicant on such Authorised Trader’s behalf has submitted, and NEX SEF has accepted, a completed Authorised Trader Application in the form of Attachment A. By submitting the Authorised Trader Application, the Applicant represents and warrants to NEX SEF that the Authorised Trader: (i) has expressly consented to the jurisdiction of the Facility and has agreed to be bound by and comply with the Facility Rulebook; (ii) is old enough to enter into legally enforceable contracts in his/her applicable jurisdiction; (iii) has read and understands the Facility Rulebook; and (iv) shall comply with all Applicable Law.

6. Each Applicant that wishes to authorise an Authorised Trading Firm to trade for the Trading Privilege Holder's account must submit a completed Authorised Trading Firm Application in the form of Attachment B for each such Authorised Trading Firm and either (i) have the Authorised Trading Firm execute such application or (ii) submit evidence satisfactory to NEX SEF that the Authorised Trading Firm has made the representations set forth in such application under "Authorised Trading Firm Representations."
7. In accordance with the Facility Rulebook, in order to trade in Contracts which are listed for clearing by NEX SEF, if any, each Trading Privilege Holder that is not itself a Clearing Firm must obtain a Clearing Firm Representation in the form of Attachment C, or such other guarantee in a form approved by NEX SEF in its sole discretion.
8. In accordance with the Facility Rulebook, in order to trade in Contracts which are listed for clearing by NEX SEF, if any, each Trading Privilege Holder that is acting as Intermediary must obtain from the Customer a Clearing Firm Representation in the form of Attachment D or otherwise confirm in a manner that is acceptable to NEX SEF that the Customer has a clearing arrangement in place with respect to the trades that the Trading Privilege Holder effects for such Customer in such Contracts.
9. In accordance with the Facility Rulebook, in order to act as a Prime Broker and permit Prime Broker Transactions to be executed in Applicant's name, each Applicant must provide a Prime Broker Representation in the form of Attachment E, or such other guarantee in a form approved by NEX SEF in its sole discretion.
10. The information in this Agreement provided by the Applicant, including but not limited to all account information and all information and documents provided in support of this Agreement, is accurate in all respects as of the date it is provided, and is permitted by the individuals to whom it pertains to be disclosed to NEX SEF. Applicant agrees that it will promptly inform NEX SEF in writing if any of such information ceases to be accurate or if there are any material changes in such information.
11. Applicant represents, warrants and covenants that during the term of this Agreement: (i) all swap data or other information submitted from time to time (a) by Applicant to NEX SEF and/or (b) by Applicant, or by NEX SEF on behalf of Applicant, to any DCO or SDR, shall be accurate and complete in all material respects as of the time submitted; (ii) Applicant will not alter, decompile, reverse engineer or make derivative works of all or any part of any of NEX SEF's software that directly interfaces with any DCO or SDR; and (iii) Applicant shall provide NEX SEF with any additional information

reasonably requested from time to time by NEX SEF regarding Applicant's activities to the extent such information is reasonably necessary for NEX SEF, or any DCO or SDR, to maintain the integrity of its systems or to comply with Applicable Law.

12. This Agreement will be construed in accordance with and governed by the laws of England and Wales. NEX SEF may
- (i) assign any of its rights, or (ii) transfer any of its rights or obligations under this Agreement by novation. The consent of the Applicant shall be required for an assignment or transfer by NEX SEF unless such assignment or transfer is to an affiliate of NEX SEF. NEX SEF shall provide written notice to the Applicant prior to effecting an assignment or transfer in accordance with this paragraph 11.

Name of Applicant:

Printed name and title of signatory:

Signature:

Date:

Trading Privilege Holder Agreement: Account Information

All fields must be filled in completely. Use additional pages if necessary.

1. Full legal name of Applicant:

2. Legal Entity Identification number ("LEI"):

3. Legal entity type: (select one)

☐ Corporation

☐ Limited Liability Company

☐ Limited Liability Partnership (LLP) Limited Partnership (LP)

☐ General Partnership

☐ Individual

☐ Public Limited Company

☐ Other (please specify):

4. Jurisdiction of organisation (corresponding to LEI):

5. Tax Identification Number (or equivalent):

6. Registered address:

7. Role of Applicant in the swaps market (check all that apply):

☐ Swap Dealer¹

☐ Major Swap Participant²

☐ Introducing Broker³

☐ Futures Commission Merchant⁴

☐ Commercial end user⁵

☐ Other "Financial Entity"⁶

☐ Other (describe):

1. As defined in Section 1a(49) of the Commodity Exchange Act ("CEA")

2. As defined in Section 1a(33) of the CEA

3. As defined in Section 1a(31) of the CEA or the FCA Handbook

4. As defined in Section 1a(28) of the CEA

5. As defined in Section 2(h)(7) of the CEA

6. As defined in Section 2(h)(7)(C)(i) of the CEA

8. Will the Applicant designate a futures commission merchant, introducing broker, or other entity which wishes to place orders on the Facility on behalf of Trading Privilege Holder as an Intermediary (as defined in the Facility Rulebook)?

☐ Yes ☐ No

9. Indicate the Clearing Firm(s), if any, that will accept Applicant's orders:

Clearing Firm*	Clearing Firm's LEI	Clearing Firm's Phone Number	Clearing Firm's MW BIC Code	Application's Account # at Clearing Firm	DCO	List Specific Asset Class

**If Applicant is a self-clearer, please indicate accordingly*

10. Are you an authorised MiFID investment firm as defined under the Markets in Financial Instruments Directive (MiFID)?

☐ Yes ☐ No

- a. If you answered Yes to 10, who is your national Competent Authority?

11. Will you be submitting transactions from an EEA branch that is an authorized MiFID investment firm as defined under the Markets in Financial Instruments Directive (MiFID)?

☐ Yes ☐ No

- a. If you answered Yes to 11, who is/are your national Competent Authority(ies) for each branch?

12. Are you otherwise regulated as a financial institution?

☐ Yes ☐ No

- a. If you answered Yes to 12, who is your financial regulator?

13. Indicate the name(s), title(s), and contact information of individual(s) authorised to represent Applicant before NEX SEF and its Committees:

Operational Contact Information

First Name	
Last Name	
Title	
Address	
City	
State	
Postal Code	
Country	
Phone	
Fax	
Email	

Risk Contact Information

First Name	
Last Name	
Title	
Address	
City	
State	
Postal Code	
Country	
Phone	
Fax	
Email	

Billing Contact Information

First Name	
Last Name	
Title	
Address	
City	
State	
Postal Code	
Country	
Phone	
Fax	
Email	

Compliance Contact Information

First Name	
Last Name	
Title	
Address	
City	
State	
Postal Code	
Country	
Phone	
Fax	
Email	

Legal Contact Information

First Name	
Last Name	
Title	
Address	
City	
State	
Postal Code	
Country	
Phone	
Fax	
Email	

Add additional contact information if necessary for additional individuals and/or additional organisations through which Applicant will interact or transact with NEX SEF:

14. Is Applicant a US Person as currently interpreted by the Commodity Futures Trading Commission ("CFTC")?⁷
- ☐ Yes ☐ No
15. Please respond to the following questions in regard to Applicant's activities related to transactions in Swaps, futures, options on futures, securities, commodities or Swaps- related banking (for individuals, please reply in a personal capacity)
- a. Has Applicant or Applicant's principals⁸ ever been denied registration or had a registration suspended, revoked, or conditioned by a governmental or regulatory authority?
- ☐ Yes ☐ No
- b. Has Applicant or Applicant's principals ever been denied membership or clearing privileges by any commodity or securities exchange, clearing organisation, swap execution facility, self-regulatory organisation or other self-regulatory body?
- ☐ Yes ☐ No
- c. Has any commodity exchange, securities exchange, clearing organisation, swap execution facility, self-regulatory organisation or other self-regulatory body ever fined, suspended, conditioned, or revoked privileges of Applicant or Applicant's principals?
- ☐ Yes ☐ No
- d. Has Applicant or Applicant's principals ever been convicted, pled guilty, entered a plea of "no contest" or entered into a voluntary settlement as to any violation of any criminal or penal code?
- ☐ Yes ☐ No
- e. Is Applicant or Applicant's principals subject to any investigation or have any charges been brought by any governmental authority or any exchange, clearing organisation, swap execution facility, self-regulatory organisation or other self-regulatory body for violation of its laws or rules?
- ☐ Yes ☐ No
- f. Does Applicant or Applicant's principals currently have any unsatisfied judgments filed against it?
- ☐ Yes ☐ No

If your response is "Yes" to any of the above, please describe such matters below to the extent that Applicant reasonably believes such matters may be material to NEX SEF's self-regulatory obligations and provide supporting documentation.

⁷ The CFTC has interpreted the term "US person" to include, but not be limited to: (i) any natural person who is a resident of the US; (ii) any corporation, partnership, limited liability company, business or other trust, association, joint-stock company, fund, or any form of enterprise similar to any of the foregoing, in each case that is either (A) organized or incorporated under the laws of a state or other jurisdiction in the US or having its principal place of business in the US ("legal entity") or (B) in which the majority of direct or indirect owners thereof are US persons who bear unlimited responsibility for the obligations and liabilities of such entity; (iii) any individual account (discretionary or not) where the beneficial owner is a US person; (iv) any commodity pool, pooled account, investment fund or other collective investment vehicle (whether or not it is organized or incorporated in the US) of which a majority ownership is held, directly or indirectly, by a US person(s), except any commodity pool, pooled account, investment fund or other collective investment vehicle that is publicly offered only to non-US persons and not offered to US persons; (v) a pension plan for the employees, officers, or principals of a legal entity that is organized or incorporated under the laws of a state or other jurisdiction in the US or having its principal place of business in the US; and (vi) a trust governed by the laws of a state or other jurisdiction in the U.S.

⁸ CFTC Regulation 3.1(a) (17 CFR Section 3.1).

16. Applicant may engage NEX Group introducing brokers ("Affiliate IBs") in order for such Affiliate IBs to intermediate orders on the Facility and to provide other services, in which case the Affiliate IBs will also need certain information provided in this Agreement. Does Applicant permit NEX SEF to share Applicant's information with such Affiliate IBs solely as required for this purpose?*
- ☐ Yes ☐ No

** Failure to provide consent to share Applicant information to Affiliate IBs will not affect Applicant's ability to access the Facility directly.*

Further documentation may be requested in regard to the following questions:

17. Please provide Applicant's constitutional documents, including one or more of the following as applicable: Articles of Incorporation or Association, or Certificate of Incorporation, Formation or Partnership.
18. Please provide a W9, W-8BEN, VAT#, or TIN Equivalent if available (or other alternative documentation).
19. Please provide Applicant's most recent audited financial statements. If audited financial statements are not available, please submit Applicant's most recent balance sheet.
20. Is Applicant an unregulated entity?
- ☐ Yes ☐ No
- If yes, please provide a list of principals, controlling parties OR beneficial owners with 25% or more interest in Applicant.
21. Specify how you qualify as an eligible contract participant ("ECP") as defined and interpreted in accordance with the CEA (check all that apply):

A. Acting for Own Account

- ☐ financial institution
- ☐ insurance company that is regulated by a State, or that is regulated by a foreign government and is subject to comparable regulation as determined by the CFTC, including a regulated subsidiary or affiliate of such an insurance company
- ☐ investment company subject to regulation under the US Investment Company Act of 1940 or a foreign person performing a similar role or function subject as such to foreign regulation (regardless of whether each investor in the investment company or the foreign person is itself an ECP)
- ☐ commodity pool that (i) has total assets exceeding \$5,000,000 and (ii) is formed and operated by a person subject to regulation under Chapter 1 of the CEA or a foreign person performing a similar role or function subject as such to foreign regulation (regardless of whether each investor in the commodity pool or the foreign person is itself an ECP) (subject to the proviso in CEA section 1a(18)(iv)(II))
- ☐ corporation, partnership, proprietorship, organisation, trust, or other entity:
- that has total assets exceeding \$10,000,000;
 - the obligations of which under an agreement, contract, or transaction are guaranteed or otherwise supported by a letter of credit or keep well, support, or other agreement by an entity described in CEA sections 1a(18)(A)(iv)(I), 1a(18)(A)(i-iv, or vii), or in 1a(18)(C); or
 - that (i) has a net worth exceeding \$1,000,000; and (ii) enters into an agreement, contract, or transaction in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business.

- employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.), a governmental employee benefit plan, or a foreign person performing a similar role or function subject as such to foreign regulation:
 - that has total assets exceeding \$5,000,000; or
 - the investment decisions of which are made by:
 - an investment adviser or commodity trading advisor subject to regulation under the US Investment Advisers Act of 1940 or Chapter 1 of the CEA;
 - a foreign person performing a similar role or function subject as such to foreign regulation;
 - a financial institution; or
 - an insurance company described in CEA section 1a(18)(ii), or a regulated subsidiary or affiliate of such an insurance company.
- governmental entity (including the US (or a State thereof) or a foreign government) or political subdivision of a governmental entity; a multinational or supranational government entity; or an instrumentality, agency, or department of any such entities (subject to the proviso in CEA section 1a(18)(vii)).
- broker or dealer subject to regulation under the US Securities Exchange Act of 1934 or a foreign person performing a similar role or function subject as such to foreign regulation
- associated person of a registered broker or dealer concerning the financial or securities activities of which the registered person makes and keeps records under section 15C(b) or 17(h) of the US Securities Exchange Act of 1934
- investment bank holding company (as defined in section 17(i) of the US Securities Exchange Act of 1934)
- futures commission merchant subject to regulation under the CEA or a foreign person performing a similar role or function subject as such to foreign regulation (subject to the proviso in CEA section 1a(18)(ix))
- floor broker or floor trader subject to regulation under the CEA in connection with any transaction that takes place on or through the facilities of a registered entity (other than an electronic trading facility with respect to a significant price discovery contract) or an exempt board of trade, or any affiliate thereof, on which such floor broker or floor trader regularly trades
- individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of (i) \$10,000,000 or (ii) \$5,000,000 and who enters into an agreement, contract, or transaction in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual

B. Other

- other person determined to be eligible by the CFTC in light of financial or other qualification (please describe):

Attachment A: Authorised Trader Application

Trading on behalf of Trading Privilege Holder or Authorised Trading Firm

Pursuant to Section 5 of the Trading Privilege Holder Agreement (the “Agreement”), each Trading Privilege Holder must provide an Authorised Trader Application for each person permitted to act on behalf of the Trading Privilege Holder. Provide additional pages if necessary. The terms used but not defined herein shall have the meanings ascribed thereto in the Facility Rulebook.

Trading Privilege Holder or Authorised Trading Firm information

Full Legal Name	
Legal Entity Identifier (LEI)	

Authorised Traders

The following information is required for every Authorised Trader. The information may either be provided using the form below or may be supplied in spreadsheet form for each Authorised Trader, or collectively for all Authorised Traders. If you require further copies of this schedule or wish to submit the information in spreadsheet form, please use the files available to download from www.NEXSEF.com

Authorised Trader Information: Trader #1

First Name		
Last Name		
Telephone		
Email		
Date of Birth		
Trading location	Country	
	City	
	State	
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorised Trader Information: Trader #2

First Name		
Last Name		
Telephone		
Email		
Date of Birth		
Trading location	Country	
	City	
	State	
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorised Trader Information: Trader #3

First Name		
Last Name		
Telephone		
Email		
Date of Birth		
Trading location	Country	
	City	
	State	
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorised Trader Information: Trader #4

First Name		
Last Name		
Telephone		
Email		
Date of Birth		
Trading location	Country	
	City	
	State	
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorised Trader Information: Trader #5

First Name		
Last Name		
Telephone		
Email		
Date of Birth		
Trading location	Country	
	City	
	State	
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorised Trader Information: Trader #6

First Name			
Last Name			
Telephone			
Email			
Date of Birth			
Trading location	Country		
	City		
	State		
Will you be trading through an automated trading system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Attachment B: Authorised Trading Firm Application

By submitting this Application, Trading Privilege Holder is seeking to authorise an "Authorised Trading Firm" (as defined in the Facility Rulebook) of NEX SEF. Pursuant to Facility Rule 201 and Facility Rule 206, each Authorised Trading Firm is (i) subject to the jurisdiction of the Facility, (ii) bound to comply with all of the rules in the Facility Rulebook, and (iii) a "Participant" (as defined in the Facility Rulebook) of NEX SEF under the Facility Rulebook. The Authorised Trading Firm is an eligible contract participant within the meaning of section 1a of the CEA and an Eligible Counterparty within the meaning of the FCA Handbook. The Authorised Trading Firm must designate and authorise one or more of its employees to act as Authorised Traders to transmit the Authorised Trading Firm's orders electronically to NEX SEF's systems for onward transmission to the Facility. All orders submitted by Authorised Trading Firm shall be for the account of the Trading Privilege Holder that designated the Authorised Trading Firm as such. The terms used but not defined herein shall have the meanings ascribed thereto in the Facility Rulebook.

Trading Privilege Holder information

Full Legal Name	
Legal Entity Identifier (LEI)	

Authorised Trading Firm

The following information is required for each Authorised Trading Firm. The information may either be provided using the form below or may be supplied in spreadsheet form for each Authorised Trading Firm. If you require further copies of this schedule or wish to submit the information in spreadsheet form, please use the files available to download from www.NEXSEF.com.

Authorised Trading Firm Information

Full legal entity name	
Legal Entity Identifier (LEI)	
Point of contact name	
Telephone	
Email	
Jurisdiction of formation	
Principal place of business	

Upon and in consideration of the Authorised Trading Firm being granted access to the Facility, the undersigned Trading Privilege Holder shall have the Authorised Trading Firm execute this application below or, alternatively, submit evidence satisfactory to NEX SEF that the Authorised Trading Firm has made the representations set forth below under "Authorised Trading Firm Representations."

Trading Privilege Holder

Authorised Signatory Name

Position	
Signature	
Date	

Authorised Trading Firm Representations

The undersigned Authorised Trading Firm represents to NEX SEF that it (i) has read and understands the Facility Rulebook, (ii) expressly consents to the jurisdiction of the Facility and agrees to be bound by and comply with the Facility Rulebook and all Applicable Law, (iii) is an eligible contract participant within the meaning of section 1a of the CEA and an Eligible Counterparty within the meaning of the FCA Handbook, and (iv) has all registrations, licenses and consents required by its constituent documents and Applicable Law to transact in Contracts. Authorised Trading Firm agrees that it shall notify the Facility and its Trading Privilege Holder in the event that any of the foregoing representations become no longer true. An Authorised Trading Firm that is an Intermediary also agrees to the terms of the attached Intermediary Addendum to Authorised Trading Firm Application.

Authorised Signatory Name

Position	
Signature	
Date	

Intermediary Addendum to Authorised Trading Firm Application

In consideration for NEX SEF granting privileges to Authorised Trading Firm to place orders on the Facility on behalf of Trading Privilege Holder as an Intermediary, Authorised Trading Firm represents, warrants, covenants and agrees as follows for the term of its status as an Authorised Trading Firm for Trading Privilege Holder:

1. Authorised Trading Firm may place orders on the Facility on behalf of Trading Privilege Holder. For any order submitted to the Facility on behalf of Trading Privilege Holder, Authorised Trading Firm warrants that it and its Authorised Traders have all necessary authority and power to submit such orders.
2. Authorised Trading Firm shall submit one or more Authorised Trader Applications for its employees that will enter Bids/Offer on behalf of the Trading Privilege Holder.
3. Authorised Trading Firm is (i) registered as an FCM or IB with the Commodity Futures Trading Commission or (ii) based outside the US and is in compliance with Applicable Law in acting as an Intermediary.
4. Authorised Trading Firm shall be solely responsible for all aspects of its relationship with Trading Privilege Holder and for compliance with the Facility Rulebook, all Applicable Law and all fiduciary and other requirements and duties in connection with any Transactions entered into on the Facility to the extent provided for in the Facility Rulebook, including without limitation, by (i) complying with all applicable "know your customer", suitability and other requirements under Applicable Law relating to customer protection or the custodial or safeguarding of funds; (ii) as applicable complying with Applicable Law regarding margin requirements and segregation of assets held as collateral; (iii) retaining full responsibility for performing any required assessment of the suitability of each order submitted by or on behalf of Trading Privilege Holder; (iv) maintaining appropriate records and an audit trail of all Transactions entered into hereunder on behalf of Trading Privilege Holder; (v) addressing all inquiries from Trading Privilege Holder regarding any Transactions; and (vi) entering into any required agreements with and providing any required notices or other documentation or information to relevant Clearing Firms or DCOs. Authorised Trading Firm agrees to make available to NEX SEF such information as NEX SEF may reasonably request regarding Trading Privilege Holder's customer relationship with Authorised Trading Firm.

Attachment C: Clearing Firm Representation

In consideration for NEX SEF Limited ("NEX SEF") permitting, or continuing to permit, Participants who are customers of the undersigned Clearing Firm to enter into Cleared Contracts on the Facility, Clearing Firm hereby acknowledges and agrees as follows. The terms used but not defined herein shall have the meanings ascribed thereto in the Facility Rulebook (available at www.NEXSEF.com). For purposes hereof, a "Clearing Firm" is a clearing member or participant of a derivatives clearing organisation ("DCO") that is authorised pursuant to the rules of such DCO to clear transactions in any or all Cleared Contracts.

1. Subject to paragraph 2, Clearing Firm will accept for clearing all Cleared Contracts, which are effected on the Facility or subject to the Facility Rulebook, on behalf of each Participant identified to NEX SEF by Clearing Firm (each a "Sponsored Party") in a confirmation substantially in the form of Schedule 1 hereto. Such confirmation may be transmitted by facsimile or email to NEX SEF.
2. Clearing Firm may notify NEX SEF of any risk-based limits it has established for each Sponsored Party pursuant to CFTC Reg. 1.73, and such limits shall be in effect for Bids/Offers submitted by such Sponsored Party to NEX SEF upon acknowledgment of receipt by NEX SEF. Any change to such limits will become effective only upon acknowledgment of receipt by NEX SEF. Every Cleared Contract resulting from a Bid/Offer that has satisfied such risk-based limits will be deemed accepted by the Clearing Firm for clearing upon execution.
3. Clearing Firm hereby (i) consents to the jurisdiction of the Facility, (ii) agrees to be bound by and comply with the Facility Rulebook, and (iii) agrees to furnish such information as NEX SEF may from time to time request relating thereto.
4. This Clearing Firm Representation shall continue in full force and effect until cancelled or terminated by written notice to NEX SEF that is acknowledged by NEX SEF, provided, however, that no such termination or cancellation shall in any manner affect the Clearing Firm's obligations under the provisions of this Clearing Firm Representation with respect to any obligations and liabilities incurred by the Clearing Firm, or Sponsored Party, as the case may be, prior to the effective date and time of such cancellation or termination.
5. This Clearing Firm Representation shall be governed by, and construed under and in accordance with, the laws of England and Wales, and it shall be binding upon the successors and assigns of the Clearing Firm and shall inure to the benefit of the successors and assigns of NEX SEF. NEX SEF may (i) assign any of its rights, or (ii) transfer any of its rights or obligations under this Clearing Firm Representation by novation. The consent of the Clearing Firm shall be required for an assignment or transfer by NEX SEF unless such assignment or transfer is to an affiliate of NEX SEF. NEX SEF shall provide written notice to the Clearing Firm prior to effecting an assignment or transfer in accordance with this paragraph 5.
6. Clearing Firm is a member of the following DCOs and will accept Cleared Contracts for clearance on such DCOs pursuant to this Clearing Firm Representation:

Name of Clearing Firm	
Printed Name and title of Signatory	
Signature	
Date	

Schedule 1 to Clearing Firm Representation

Confirmation of Clearing Firm Representation

The undersigned Clearing Firm hereby confirms that the following Participant is sponsored in accordance with the terms of the Clearing Firm Representation provided to NEX SEF Limited by the Clearing Firm:

Participant Name	
LEI	
Branch location(s) / centre(s) of the Customer for which Clearing Firm Representation is provided*	

**If left blank, Clearing Firm Representation shall be deemed to be provided for the Participant irrespective of location / centre*

DCO	Clearing Firm's Contact Name	Clearing Firm's Contact Number

Name of Clearing Firm	
Printed Name and Title of Signatory	
Signature	
Date	

Attachment D: Clearing Firm Representation – RESET SEF Transactions

In consideration for NEX SEF Limited ("NEX SEF") permitting, or continuing to permit, Participants or Customers who are customers of the undersigned Clearing Firm to enter into Cleared Contracts on the Facility through the RESET Service (each a "RESET SEF Transaction"), Clearing Firm hereby acknowledges and agrees as follows.

1. The terms used but not defined herein shall have the meanings ascribed thereto in the Facility Rulebook (available at www.NEXSEF.com).
2. Subject to any risk-based limits that are in effect in accordance with paragraph 3, Clearing Firm will accept for clearing all RESET SEF Transactions, which are effected on the Facility or subject to the Facility Rulebook, on behalf of each Participant or Customer identified to NEX SEF by Clearing Firm from time to time (each a "Sponsored Party") in writing in a confirmation substantially in the form of Schedule 1 hereto. Such confirmation may be transmitted by facsimile or email to NEX SEF at NEXSEF_Onboarding@nex.com.
3. Clearing Firm may choose to provide limits notifications in any of the following ways:
 - a) Clearing Firm may notify (by email) NEX SEF of any risk-based limits it has established for each Sponsored Party pursuant to CFTC Reg. 1.73, and such limits shall be in effect for the aggregate of all Pre-Arranged Crosses which result in RESET SEF Transactions submitted by such Sponsored Party to NEX SEF. Any such limits or changes to such limits will become effective only upon acknowledgment of receipt by NEX SEF, and NEX SEF agrees to provide such acknowledgment as soon as reasonably possible, but in no case later than two hours of receipt of the notice. Every RESET SEF Transaction that has satisfied such risk-based limits will be deemed accepted by the Clearing Firm for clearing upon execution.
 - b) Clearing Firm may, upon the request of NEX SEF, notify NEX SEF whether there is available capacity under the risk-based limits that Clearing Firm has established for the relevant Sponsored Party pursuant to CFTC Reg. 1.73 with respect to RESET SEF Transactions. Such requests by NEX SEF, and notifications by Clearing Firm, may be communicated only via email, Traiana Limit Hub or such other limits monitoring service provider as designated by Clearing Firm from time to time and approved by NEX SEF. Every RESET SEF Transaction for which Clearing Firm has confirmed available capacity under such risk-based limits will be deemed accepted by the Clearing Firm for clearing upon execution.
4. Clearing Firm will comply, on a timely basis, with the provisions of the Facility Rulebook applicable to Clearing Firms in respect of Cleared Contracts and furnish such information as the NEX SEF may from time to time request relating thereto.
5. Clearing Firm hereby (i) consents to the jurisdiction of the Facility to the extent applicable to Clearing Firm and (ii) subject to the provisions of this Clearing Firm Representation, agrees to be bound by and comply with the Facility Rulebook as applicable to Clearing Firms in respect of Cleared Contracts, in each case, solely in connection with the clearing of RESET SEF Transactions entered into by Sponsored Parties.
6. This Clearing Firm Representation shall continue in full force and effect until cancelled or terminated by written notice to NEX SEF that is acknowledged by NEX SEF, and NEX SEF agrees to provide such acknowledgment as soon as reasonably possible, but in no case later than two hours of receipt of the notice. Termination or cancellation may be effected with respect to a particular Sponsored Party or particular Sponsored Parties or with respect to the Clearing Firm Representation in its entirety. Notwithstanding the foregoing, no termination or cancellation shall in any manner affect the Clearing Firm's obligations under the provisions of this Clearing Firm Representation with respect to any obligations and liabilities incurred by the Clearing Firm, or Sponsored Party, as the case may be, prior to the effective date and time of such cancellation or termination.

7. This Clearing Firm Representation shall be governed by, and construed under and in accordance with, the laws of England and Wales (without regard to the principles of conflicts of laws), and it shall be binding upon the successors and assigns of the Clearing Firm and shall inure to the benefit of the successors and assigns of NEX SEF. NEX SEF may (i) assign any of its rights, or (ii) transfer any of its rights or obligations under this Clearing Firm Representation by novation. The consent of the Clearing Firm shall be required for an assignment or transfer by NEX SEF unless it is an assignment or transfer to an affiliate of NEX SEF. NEX SEF shall provide written notice to the Clearing Firm prior to effecting an assignment or transfer in accordance with this paragraph 7.
8. This Clearing Firm Representation constitutes the entire agreement and understanding between NEX SEF and Clearing Firm with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto. Schedule 1 may be amended by Clearing Firm from time to time and such Schedule 1, as amended, shall supersede and replace all prior versions thereof.
9. As of the date hereof, Clearing Firm is a member of the following DCOs and will, subject to paragraph 2, accept Cleared Contracts for clearance on such DCOs on behalf of each Sponsored Party pursuant to this Clearing Firm Representation and subject to the terms of the Facility Rulebook:

Name of Clearing Firm	
Printed Name and Title of Signatory	
Signature	
Date	

Schedule 1 to Clearing Firm Representation

Confirmation of Clearing Firm Representation

The undersigned Clearing Firm hereby confirms that the following Participants or Customers are sponsored in accordance with the terms of the Clearing Firm Representation provided to NEX SEF Limited by the Clearing Firm:

Clearing Firm

Participant/Customer Name:

Participant/Customer Name	
LEI	
Branch location(s) / centre(s) of the Participant/Customer for which Clearing Firm Representation is provided*	

Participant/Customer Name	
LEI	
Branch location(s) / centre(s) of the Participant/Customer for which Clearing Firm Representation is provided*	

Participant/Customer Name	
LEI	
Branch location(s) / centre(s) of the Participant/Customer for which Clearing Firm Representation is provided*	

*If left blank, Clearing Firm Representation shall be deemed to be provided for the Participant/Customer irrespective of location / centre

Name of Clearing Firm	
Printed Name and title of Signatory	
Signature	
Date	

Attachment E: Prime Broker Representation

1. Prime Broker:
 - a) may make its credit available to the Trading Privilege Holder(s) identified to NEX SEF by Prime Broker (each a "Prime Broker Customer") in this Prime Broker Representation;
 - b) shall, subject to paragraph 2 and Facility Rules 215 and 315(j), accept all Prime Broker Transactions executed in its name by the Prime Broker Customer; and
 - c) may cancel any Prime Broker Transaction, only in accordance with Rule 315 (j).
2. Prime Broker shall notify NEX SEF of any applicable limits, terms or trading parameters it has established for such Trading Privilege Holder, including credit limits and any categories of permissible Contracts ("Prime Broker Limits"), and such Prime Broker Limits shall be in effect for Bids/Offers submitted by such Prime Broker Customer to NEX SEF upon acknowledgment of receipt by NEX SEF. Any change to such Prime Broker Limits will become effective only upon acknowledgment of receipt by NEX SEF.
3. This Prime Broker Representation shall continue in full force and effect until cancelled or terminated by written notice to NEX SEF that is acknowledged by NEX SEF, provided, however, that no such termination or cancellation shall in any manner affect the Prime Broker's obligations under the provisions of this Prime Broker Representation with respect to any obligations and liabilities incurred by the Prime Broker prior to the effective date and time of such cancellation or termination.
4. Prime Broker hereby agrees that all Prime Broker Transactions shall be governed by Facility Rulebook Rules 215 and 315 (j).
5. This Prime Broker Representation shall be governed by, and construed under and in accordance with, the laws of England and Wales, and it shall be binding upon the successors and assigns of the Prime Broker and shall inure to the benefit of the successors and assigns of NEX SEF.

Name of Prime Broker	
Printed Name and title of Signatory	
Signature	
Date	

Prime Broker's Contact Name*	Prime Broker's Contact Number

* If different than the contact information provided in Section 10 of "Account Information."

Designate one or more Prime Broker Customers:

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

**If left blank, Prime Broker Representation shall be deemed to be provided for the Trading Privilege Holder irrespective of location / centre.*

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

Trading Privilege Holder Name	
LEI	
Branch location(s) / centre(s) of the Trading Privilege Holder for which the Prime Broker Firm Representation is provided*	

**If left blank, Prime Broker Representation shall be deemed to be provided for the Trading Privilege Holder irrespective of location / centre.*

Data Protection Statement

The following information applies to the use by NEX SEF of the personal information provided in this Agreement relating to the individuals named in it. All Personal Data provided in connection with this Agreement will be used, distributed, and maintained in accordance with CME Group's Privacy Policy (www.cmegroup.com/privacy-policy.html).

The Licensee or Participant, on behalf of itself and its affiliates, consents to CME Group's use of the Personal Data and represents and warrants to CME, that it and they have either obtained valid consents from those individuals to whom the Personal Data relates, or has satisfied an applicable legal basis, pursuant to all applicable laws, so as to ensure that CME Group is able to process the Personal Data, as envisaged under this Agreement and in accordance with applicable laws.

The Licensee or Participant will ensure that any transfer of Personal Data to countries other than where the individual provided its Personal Data, as described in the Privacy Policy, will satisfy all applicable laws. "Applicable Data Protection Laws" means all international, federal, state, and local laws, regulations, and rules issued by any government, agency, or authority relating to privacy and data protection that are applicable to the Parties.

"Personal Data" means any information relating to an identified or identifiable Data Subject as provided by Applicable Data Protection Laws. Personal Data is a subset of Confidential Information, as defined in the Agreement and will remain confidential regardless of whether it is publicly known or might otherwise qualify under one or more exceptions of Confidential Information under the Agreement

Any queries related to this statement or NEX SEF's data processing activities should be directed to: PrivacyCompliance@cmegroup.com