Definitions

Commodity Derivatives

Issued by NASDAQ OMX Oslo ASA and NASDAQ OMX Clearing AB
DEFINITIONS

Account Holder means any person holding one or more Clearing Accounts in its own name for registration of Clearing Transactions with the Clearinghouse, and includes all General Clearing Members, Clearing Members and Clearing Clients and where applicable FIN Clearing Members.

Affiliate shall in relation to a person mean any legal entity or other business organisation anywhere in the world in which the applicable person or its ultimate parent company holds a 25% (twenty-five per cent) or higher equity interest whether directly or indirectly, and whether the interest is shares, debentures or otherwise, voting or non-voting.

Allocation Deadline means the time specified in the Trading and Clearing Schedule, marking the deadline for when all Transactions in an Intraday Account must be allocated to another Clearing Account.

Allowance means an EU Allowance (EUA), an EU Aviation Allowance (EUAA), a Certified Emissions Reduction (CER), and/or an Alternative Allowance as further specified in the Contract Specifications.

Allowance Contract means a Contract whose Contract Base is directly correlated to Allowances pursuant to the Contract Specifications.

Allowance Settlement means the settlement of an Allowance Contract in accordance with Section 3.3 in Part B of the Contract Specifications.

Approved Settlement Bank means a bank which is approved as a settlement bank by the Clearinghouse and is identified as such in the List of the Approved Settlement Banks, Clearing Appendix 11.

Bank Day means a day (other than a Saturday or Sunday), on which commercial banks in Norway, or such other country specified in the Contract Specifications of the relevant Product, are generally open for business.

Bank Guarantee means a standard on-demand guarantee document based on the form set out in Clearing Agreement D or E, accepted by the Clearinghouse and provided by a commercial bank acting as a Collateral Provider in respect of an Account Holder’s obligations towards the Clearinghouse.

Base Collateral Requirement means the Clearinghouse’s initial requirement for Collateral from an Account Holder, to be posted before Clearing may commence. The Base Collateral Requirement will be quoted in such currency as agreed between the Clearinghouse and the Account Holder.

Block Broker Member means a person (other than the Exchange) being party to a valid and effective Block Broker Membership Agreement.

Block Broker Membership Agreement means a sign-on agreement, substantially corresponding to Trading Agreement C, between the Exchange and another party, granting the other party the right to access the Block Trade Facility to enter Block Trade(s) as an Exchange Member.

Block Trade means a Transaction organised and executed in relation to Block Trade Contracts pursuant to the Trading Rules.

Block Trade Contract means an Exchange Listed Product designated by the Exchange as eligible for trading as a Block Trade pursuant to the Trading Rules (but excluding, for the avoidance of doubt, EFPs, EFSs and Non Exchange Transactions).
**Block Trade, EFP and EFS Clearing Procedures**
means Clearing Appendix 14.

**Block Trade Facility**
means the facility established by the Exchange which permits Exchange Members to organise and submit Transactions in relation to the trading of Block Trade Contracts, EFPs and EFSs pursuant to the Trading Rules.

**Cascading**
means that the Open Positions in a Series are transformed into Open Positions in one or more other Series as specified in the Contract Specifications.

**Cash Settlement**
means a Settlement, or the portion of a Settlement, which is to be performed by payment of cash.

**Cash Settlement Account**
means the applicable bank account designated by the Account Holder in the Mandate to be used for Cash Settlement in the relevant currency.

**Cash Settlement Amount**
means the aggregated net cash amount owing to the Clearinghouse from an Account Holder or payable by the Clearinghouse to an Account Holder, as calculated for each Clearing Account and in relation to its associated Cash Settlement Account(s).

**CET**
means the local time in Oslo, Norway.

**Clearing**
means a clearing-by-novation process where the Clearinghouse enters into the Transaction as central counterparty pursuant to the Clearing Rules, and thus becomes Counterparty to the Account Holders involved, including all processes relating to the registration of a Clearing Transaction and the subsequent novation, margining, netting, settlement, delivery or any other services or processes carried out pursuant to or as a direct consequence of the Clearing Transaction by a Counterparty until such time as settlement and/or delivery has been performed and the Counterparties’ obligations against each other have been finally discharged in accordance with the Clearing Rules.

**Clearing Account**
means an Account Holder’s account with the Clearinghouse for registration of Clearing Transactions. References to a Clearing Account shall be deemed to include the associated Intraday Account and all associated Clearing Portfolios where relevant.

**Clearing Agreements**
means the template agreements specified as such in the Table of Contents of the General Terms of the Clearing Rules, or a sign-on agreement with individual Account Holders or Collateral Providers based upon such template document, or such other document to the same effect as the Clearinghouse in its discretion has agreed to substitute any of the foregoing.

**Clearing Appendices**
means the documents specified as such in the Table of Contents of the General Terms of the Clearing Rules.

**Clearing Client**
means a person (other than the Clearinghouse) being party to a valid and effective Clearing Client Agreement in capacity as such.

**Clearing Client Agreement**
means a sign-on agreement, in substantially the format of Clearing Agreement C, between a Clearing Member, the Clearinghouse and another party, establishing the rights and obligations of the other party as Clearing Client and the rights and obligations of the Clearing Member as its Client Representative.
Clearing Complaint Deadline means the time specified in the Trading and Clearing Schedule, marking the deadline for when a complaint must be filed with the Clearinghouse.

Clearing Confirmation means a confirmation from the Clearinghouse to the General Clearing Member(s) and/or Clearing Member(s) involved, that the Clearinghouse will provide Clearing of a Transaction. In case of Exchange Transactions entered into through the ETS or MTS, the Transaction Confirmation from the Exchange also serves as a Clearing Confirmation.

Clearing Listed Products means Products that are admitted for Clearing, but which are not necessarily Exchange Listed Products. The individual Contract Specification specifies whether a Product is a Clearing Listed Product or an Exchange Listed Product or both.

Clearing Member means a person (other than the Clearinghouse) being party to a valid and effective Clearing Membership Agreement.

Clearing Membership Agreement means a sign-on agreement, in substantially the format of Clearing Agreement B, between the Clearinghouse and another party, providing the other party with access to Clearing as a Clearing Member.

Clearing Portfolio means a sub-account to a Clearing Account containing information relating to a set of the Clearing Transactions registered to that Clearing Account.

Clearing Request means a request for Clearing of a Transaction, as set out in Section 4 of the General Terms of the Clearing Rules.

Clearing Rules means the Clearinghouse’s rules for Clearing of Transactions in Exchange Listed Products and Clearing Listed Products consisting of the General Terms and the Clearing Appendices, as may be amended from time to time and includes, where relevant, the FIN Clearing Rules.

Clearing System means the Clearinghouse’s system for registration and processing of Clearing Transactions and Clearing Requests as further defined in the Clearing System User Terms.

Clearing System User Terms means Clearing Appendix 5.

Clearing Transaction means a Transaction that is registered and approved for Clearing by way of a Clearing Confirmation.

Clearinghouse means NASDAQ OMX Clearing AB, a Swedish company with reg. no 556383-9058 in the Swedish company register, acting through its Norwegian branch NASDAQ OMX Oslo NUF with reg. no 994 583 352 in the Norwegian company.

Clearinghouse Opening Hours means 07:00 CET until 19:00 CET, or such other time as designated by the Clearinghouse from time to time.

Client means any client (including any NCM) of a General Clearing Member or, where applicable, any client of a Clearing Member, however for the avoidance of doubt not including Clearing Clients.

Client Clearing Account means a Clearing Account of a General Clearing Member or, where applicable, a Clearing Member, which has been designated as a Client Clearing Account, to which only Client Transactions may be allocated and registered. A Client Clearing Account is either an Omnibus Account or an Individual Client Segregated Account.
Client Representative means a General Clearing Member or Clearing Member being party to one or more valid and effective Clearing Client Agreement(s) in capacity as such.

Client Transaction means a Transaction that a General Clearing Member, Clearing Member or Client Representative registers for Clearing on behalf of a Client or Clearing Client respectively, and which between the General Clearing Member, Clearing Member or Client Representative and the Client or Clearing Client (as applicable) is on the account and risk of the Client or Clearing Client.

Close-Out Transaction means a Clearing Transaction to be (wholly or partially) off-set against an Open Position in the same Series.

Collateral means assets in the form of cash in the eligible currencies and/or the eligible securities and/or Bank Guarantees, as specified in the Collateral List from time to time.

Collateral Custody Account means an account opened by an Account Holder with the Clearinghouse in accordance with the Collateral Custody Account Agreement for provision of Collateral.

Collateral Custody Account Agreement means an agreement between the Clearinghouse and an Account Holder setting out the terms and conditions for the Collateral Custody Account.

Collateral Deadline means the time specified in the Trading and Clearing Schedule, when Collateral at latest shall be provided for the Daily Margin Requirement.

Collateral List means Clearing Appendix 10 setting out Collateral approved by the Clearinghouse and provisions regarding valuation of such collateral, as amended from time to time.

Collateral Provider means in relation to Bank Guarantees the issuer of such Collateral, and in relation to other Collateral the Account Holder.

Combination Order means an Order to concurrently buy and/or sell Contracts in two or more different Series.

Contact Person means a natural person (not a legal entity) appointed and authorised as such in accordance with the Trading Rules (in respect of Trading) and/or the Clearing Rules (in respect of Clearing).

Contract means an agreement giving rise to rights and obligations in an Exchange Listed Product or Clearing Listed Product.

Contract Base means the asset or other value (underlying property) on which a Product, including all resulting Contracts, is based as specified in the Contract Specifications. In case of Option Contracts the Contract Base refers to the specific asset(s) that an Option Contract conveys the right to buy (in the case of a call) or sell (in the case of a put).

Contract Price or Price means the cash value price agreed for each Contract in a Transaction, which the Buyer is obligated to pay and the Seller is entitled to receive, expressed in the relevant currency and excluding VAT and Relevant Taxes. Any combination term incorporating "Price" shall, unless otherwise defined herein, be understood as referring to the applicable Contract Price in addition to any other terms designated by such combination.
**Contract Specifications**  means the joint Trading Appendix 2 and Clearing Appendix 2 and, where relevant, Clearing Appendix 2A, as applicable to each Product.

**Contract Time**  means, in respect of Block Trades, the point in time where the seller and the buyer enter into the original transaction that is to be entered on to the Exchange via the Block Trade Facility, and in respect of EFP or EFS, the point in time when the seller and the buyer entered into the original transaction that is to be cancelled and replaced with an EFP or EFS, and in respect of all other transactions, the point in time where the seller and the buyer enter into a Transaction, regardless of the form or format used to facilitate such agreement. In respect of Clearing Transactions, Contract Time refers to the relevant time of the original Transaction that is subject to Clearing.

**Contract Volume**  means the trade lot volume of each Contract, as expressed in the applicable measurement unit of the applicable Product (e.g. MW for Electricity Contracts).

**Co-Operating Exchange**  NASDAQ OMX Stockholm AB

**Counterparty**  means the buying or selling party in a Clearing Transaction (as applicable), and includes the Clearinghouse acting as central counterparty in all Clearing Transactions.

**Daily Cash Settlement**  means a Cash Settlement between the Clearinghouse and Account Holders for the Daily Cash Settlement Amount.

**Daily Cash Settlement Amount**  means the Cash Settlement Amount applicable to each relevant Bank Day in accordance with Section 6.2 of the General Terms of the Clearing Rules.

**Daily Fix**  means the closing price in each Series calculated for each Bank Day in accordance with Section 4.3 in Part A of the Contract Specifications.

**Daily Margin Requirement**  means the Clearinghouse’s daily call for Collateral from an Account Holder to cover obligations under Clearing Transactions, calculated daily for each Clearing Account in accordance with Section 5.3 of the Clearing Rules.

**Daily Market Settlement**  means a daily mark-to-market Cash Settlement to be performed between the Counterparties in accordance with Section 5.1 in Part A of the Contract Specifications.

**Default Event**  is defined in Section 8.1.1 of the General Terms of the Clearing Rules.

**Default Fund**  means the member sponsored default fund administered by the Clearinghouse, as further specified and defined in the Default Fund Rules.

**Default Fund Custody Account**  has the meaning ascribed to “Custody Account” in the Default Fund Rules.

**Default Fund Rules**  means Clearing Appendix 9 relating to the governance, terms and conditions of the Default Fund, including appurtenant documentation and arrangements as applicable to each relevant Account Holder.

**Default Notification Procedures**  means the default notification procedures available online at http://www.nasdaqomx.com/european clearsing/nordicclearingtoday/riskanddefaultmanagement/defaultfund/proceduresagreements/policypapers/.
**Delivery** means the delivery and receipt of an asset (other than cash) in furtherance of the Counterparties’ respective obligations under a Clearing Transaction in accordance with the Clearing Rules (as may be further specified in respect of each type of asset).

**Delivery Day** means the calendar day specified in the Contract Specifications by which Delivery shall take place under a Contract.

**Delivery Period** means the time period following the Expiration Day, when a Spot Reference Settlement and Expiry Market Settlement shall be conducted as specified in the Contract Specifications.

**Delivery Point** means the designated and approved point of Delivery for a Counterparty in respect of its reception or delivery of an asset other than cash (whether tangible or intangible) which is to be Delivered under and in accordance with the Clearing Rules, including any registries and repositories where such assets are kept and/or maintained.

**DKK or Danish Krone** means Danish Krone, being the lawful currency of Denmark. References to øre in respect of DKK currency shall equal 1/100 DKK.

**DS Future Contract or DS Future** means a Contract specified as such in the Contract Specifications for the purchase and sale of a particular quantity of an asset or the cash equivalent of the asset’s value against a Contract Base or Fix, at a predetermined price at a future time or time period. Any combination term incorporating “DS Future” shall, unless otherwise defined herein, be understood as referring to DS Future Contracts in addition to any other terms designated by such combination.

**Electricity Contract** means a cash-settled Contract whose value is linked to a Contract Base quoted for electric power pursuant to the Contract Specifications.

**El-Cert or Electricity Certificate** means any Electricity Certificate unit representing one (1) Electricity certificate issued for each (1) MWh of electricity produced from renewable energy sources.

**El-Cert or Electricity Certificate Contract** means a Contract whose Contract Base is directly correlated to El-Certs pursuant to the Contract Specifications.

**El-Cert or Electricity Certificate Settlement** means the settlement of an El-Cert Contract in accordance with Section 4.4 in Part B of the Contract Specifications.

**Electricity Price Area Differential or EPAD** means a contract specified as such in the Contract Specifications, and is the price difference, in the currency of the contract, for 1 MWh of electricity between the daily Elspot System Price for the Nordic region or the Phelix German System price for the German Austrian region and the applicable Area Price (as specified in the Series Designation).

**Error Correction Deadline** means the time specified in the Trading and Clearing Schedule, when corrections of Transaction errors at latest must be effected by the Exchange, upon which the registration of Transactions with the Clearinghouse becomes final.

**EMIR Individual Segregated Account**

means an account meeting the requirements for individual client segregation pursuant to Article 39(3) of EMIR.

**EMIR Omnibus Account**

means an account meeting the requirements for omnibus client segregation pursuant to Article 39(2) of EMIR.

**ETS or EMP**

means the Exchange’s computerised system for registration and processing of Orders and Exchange Transactions, as further defined in the ETS User Terms.

**ETS User Terms**

means Trading Appendix 5.

**EUR or Euro**

means the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union. References to a “cent” in respect of Euro currency shall equal 1/100 EUR.

**EUR Contract**

means a Contract that is traded in EUR currency pursuant to the Contract Specifications and that is traded and cleared on a Norwegian trading calendar pursuant to the Trading and Clearing Schedule. Any combination term incorporating "EUR" shall, unless otherwise defined herein, be understood as referring to EUR Contracts in addition to any other terms designated by such combination.

**EURIBOR**

means the interest rate for Euro deposits for a period of one month that appears on Reuters Page EURIBOR01 (or such other screen display or service as may replace it for the purpose of displaying the interest rates for Euro deposits offered in the eurozone) as at 11.00 a.m. CET on the relevant due day, and where the amount or any part of it remains overdue one month after the due day such interest rate as appears on such page for such deposits as at such time as at the day one month after the due day and thereafter as at monthly intervals until the amount is no longer overdue; or if no such interest rate appears on Reuters (or such replacement), the arithmetic mean (rounded upwards to 3 decimal places) of the rates per annum at which each of not less than two major banks in the Euro-zone interbank market quoted that they were offering Euro deposits in an amount comparable with that overdue amount to major banks in the Euro-zone interbank market for a period of one month as at 11.00 a.m. CET on the due day or as at the day one month after the due day or as at monthly intervals thereafter as the case may be.

**Exchange**

means NASDAQ OMX Oslo ASA, a public limited company with company number 965 662 952 in the company register of Norway.

**Exchange Act**

means the Norwegian Act on Exchanges of 29 June 2007 No 74, including any regulations pursuant to the act.

**Exchange Appeal Committee**

means a committee independent of the Exchange appointed by the Ministry of Finance, which is an appeal committee for decisions made by the Exchange as further specified in the Exchange Act.

**Exchange of Future for Physical or EFP**

means a Transaction designated by the Exchange as eligible for trading as an EFP pursuant to the Trading Rules (but excluding, for the avoidance of doubt, Block Trades, EFSs and Non Exchange Transactions).
Trading Appendix 1 / Clearing Appendix 1 - Definitions

**Exchange of Future for Swap or EFS** means a Transaction designated by the Exchange as eligible for trading as an EFS pursuant to the Trading Rules (but excluding, for the avoidance of doubt, Block Trades, EFPs and Non Exchange Transactions).

**Exchange Listed Product** means any Product admitted by the Exchange for Exchange Trading, and includes Block Trade Contracts. The individual Contract Specification specifies whether a Product is an Exchange Listed Product and whether such Product is a Block Trade Contract. Exchange Listed Products are always Clearing Listed Products.

**Exchange Member** means a person (other than the Exchange) being party to a valid and effective Exchange Membership Agreement, Non-Clearing Membership Agreement or Block Broker Membership Agreement.

**Exchange Membership Agreement** means a sign-on agreement, substantially corresponding to Trading Agreement A, between a the Exchange and another party, granting the other party access to Exchange Trading as an Exchange Member.

**Exchange Opening Hours** means 07:45 CET until 19:00 CET, or such other time as designated by the Exchange from time to time.

**Exchange Trader** means a natural person (not a legal entity) appointed and authorised by an Exchange Member in accordance with the Trading Rules.

**Exchange Trading** means Trading in an Exchange Listed Product carried out by an Exchange Member through the Trading System.

**Exchange Transaction or Exchange Trade** means a Transaction that is entered into through the Trading System, including for the avoidance of doubt Block Trades, EFPs and EFSs, and excludes its corresponding Clearing Transaction unless specifically stated.

**Exercise Price** means the price set in the Contract Specifications for an Option Series, which shall be applied in the Option Exercise Settlement (commonly referred to as "strike price").

**Expiration Day** means a day specified in relation to each applicable Series to be the final day for Exchange Trading in that Series, triggering the Settlements and possible Option Exercises as further provided for in the Contract Specifications.

**Expiration Fix** means the closing price in each Series calculated on the Expiration Day in accordance with Section 4.4 in Part A of the Contract Specifications.

**Expiry Market Settlement** means a method of Cash Settlement to be performed between the Counterparties in accordance with Section 5.2 in Part A of the Contract Specifications.

**Exposure Limit** means the maximum exposure that an Account Holder may have in respect of a certain Margin Requirement Account, as set by the Clearinghouse from time to time. An Account Holder’s exposure is calculated in accordance with the model applied by the Clearinghouse from time to time.

**Exposure Limit Check** means, in respect of a Clearing Request received by the Clearinghouse, a check carried out by the Clearinghouse that an Account Holder’s exposure that will result from the approval of such Clearing Request does not exceed such Account Holder’s Exposure Limit.
**Extraordinary Margin Requirement**
means the Clearinghouse’s call for an extraordinary Collateral deposit from an Account Holder to cover risks in registered Transactions in accordance with Section 5.4.3 of the General Terms of the Clearing Rules.

**Fee List**
means the joint Trading Appendix 7 and Clearing Appendix 7.

**FIN Clearing Rules**
means the Clearing Rules of NASDAQ OMX Derivatives Markets governing certain clearing operations carried out by NASDAQ OMX Clearing AB.

**FIN Clearing Member**
means a person who is a ‘Clearing Member’ or ‘Customer’ under the FIN Clearing Rules.

**FIN Clearing Rules**
means the Clearing Rules of NASDAQ OMX Derivatives Markets governing certain clearing operations carried out by NASDAQ OMX Clearing AB.

**FIN Exchange Member**
means a person who is an ‘Exchange Member’ under the FIN Exchange Rules.

**FIN Exchange Rules**
means the Exchange Rules of NASDAQ OMX Derivatives Markets governing certain trading operations carried out by NASDAQ OMX Stockholm AB.

**Financial Contract**
means a Contract that is subject to Cash Settlement only. Any combination term incorporating “Financial” shall, unless otherwise defined herein, be understood as referring to Financial Contracts in addition to any other terms designated by such combination.

**Fish Pool Rulebook**
means the rulebook for trading at Fish Pool ASA, as may be amended from time to time.

**Force Majeure Event**
means the occurrence of an event which (i) is outside the reasonable control of the affected party and (ii) which prevents such party from performing one or more of its obligations under the Trading Rules or the Clearing Rules and (iii) such event or the impact of such event on the party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such party within the time allowed for performance of the relevant obligation(s). For the purposes of this definition, acts of God or the public enemy, acts of a civil or military authority, terrorist or other criminal action, civil unrest, embargoes, fire, flood, labour dispute, unavailability or restriction of computer or data processing facilities, or unavailability or restriction of settlement systems or of bank transfer systems, shall normally be deemed to be outside the reasonable control of a party, provided that the party has otherwise acted with such prudence and care as could reasonably be expected of that party.

**Freight Contract**
means a cash-settled Contract whose value is linked to a Contract Base quoted for freight pursuant to the Contract Specifications.

**Fuel Oil Contract**
means a cash-settled Contract whose value is linked to a Contract Base quoted for fuel oil pursuant to the Contract Specifications.

**Futures Contract or Future**
means a Contract specified as such in the Contract Specifications, and which is subject to Daily Market Settlement, for the purchase and sale of a particular quantity of an asset, or the cash equivalent of the asset against a Contract Base or Fix, at a predetermined price at a specified future time or time period. Any combination term incorporating “Futures” shall, unless otherwise defined herein, be understood as referring to Futures Contracts in addition to any other terms designated by such combination.
GBP or Pounds Sterling means Great Britain Pound, being the lawful currency of the United Kingdom. References to pence in respect of GBP currency (including "Gb£" and "GBX") means pence sterling = 1/100 GBP.

GBP Contract means a Contract that is traded in GBP currency pursuant to the Contract Specifications and that is traded and cleared on a UK trading calendar pursuant to the Trading and Clearing Schedule. Any combination term incorporating "GBP" shall, unless otherwise defined herein, be understood as referring to GBP Contracts in addition to any other terms designated by such combination.

General Clearing Member or GCM means a person (other than the Clearinghouse) being party to a valid and effective General Clearing Membership Agreement.

General Clearing Membership Agreement means a sign-on agreement, substantially corresponding to substantially corresponding to Clearing Agreement A, between the Clearinghouse and another party, providing the other party with access to Clearing as a General Clearing Member.

General Terms means a document titled as such, with standard terms for Trading or Clearing constituting a part of either the Trading Rules or the Clearing Rules respectively.

Give Up means a request by an Account Holder to transfer a Clearing Transaction in whole or in part to the Clearing Account(s) of a different Account Holder.

GMT means the local time in London, England.

Hedge Transaction means a Transaction that in the Clearinghouse's opinion reduces the market risk of an Open Position. A Hedge Transaction need not be a Close-Out Transaction.

House Account means any Clearing Account of a General Clearing Member or Clearing Member which is not a Client Clearing Account.

Individual Client Segregated Account (ICA) means a Clearing Account of a General Clearing Member or, where applicable, a Clearing Member, which has been designated as an Individual Client Segregated Account, to which only Client Transactions that reflect equivalent transactions made between such member and an individual Client that has opted for such account may be allocated and registered.

Insolvency Event is defined in Section 8.6 of the General Terms of the Clearing Rules.

Instrument means any standardized contract, instrument or other facility, whether physically or cash settled, whether cash settled or physically settled, and whether in the form of a Futures Contract, DS Future Contract, Option Contract or other type of facility, through which (or through the acquisition of which) a person may enter into contracts that are eligible for clearing with the Clearinghouse as central counterparty.

Intraday Account means a General Clearing Member’s or Clearing Member’s Clearing Account for interim registration of Clearing Transactions. An Intraday Account is part of either a House Account or a Client Clearing Account, see section 3.3.7 of the General Terms of the Clearing Rules.

Intraday Margin Requirement means the Clearinghouse’s call for an extraordinary Collateral deposit from an Account Holder to cover risks in registered Transactions in accordance with Section 5.4.1 of the General Terms of the Clearing Rules.
LIBOR means the interest rate for a period of one month that appears on Reuters Page LIBOR01 (or such other screen display or service as may replace it for the purpose of displaying the interest rates for pounds sterling deposits offered in the United Kingdom) as at 11.00 a.m. GMT on the relevant due day, and where the amount or any part of it remains overdue one month after the due day such interest rate as appears on such page for such deposits as at such time as at the day one month after the due day and thereafter as at monthly intervals until the amount is no longer overdue; or if no such interest rate appears on Reuters (or such replacement), the arithmetic mean (rounded upwards to 3 decimal places) of the rates per annum at which each of not less than two major banks in the London interbank market quoted that they were offering pounds sterling deposits in an amount comparable with that overdue amount to major banks in the London-zone interbank market for a period of one month as at 11.00 a.m. GMT on the due day or as at the day one month after the due day or as at monthly intervals thereafter as the case may be.

Loss means an amount that a Counterparty reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with the termination of Transactions under the Clearing Rules in respect of an Insolvency Event or Default Event, including any loss of bargain, cost of funding (based on the actual costs of the Counterparty whether or not greater than market costs) or, at its election but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or Delivery required to have been made and not made on or before the termination day. The Counterparty may (but need not) determine its Loss by reference to quotations of average relevant rates or prices from two or more leading brokers in the trading market who are independent of the Clearinghouse.

Mandate means an agreement (in the form specified by the Clearinghouse from time to time) between the Clearinghouse and the Account Holder (or its agent), which authorizes the Clearinghouse to issue payment instructions to the Approved Settlement Bank against the Cash Settlement Account(s) designated by the Account Holder.

Manual Exercise means the Option Exercise pursuant to an Exercise Order from an Option Holder, in accordance with the Contract Specifications.

Margin Requirement means any requirement for Collateral from an Account Holder, consisting of Base Collateral Requirements, Daily Margin Requirements, Intraday Margin Requirements and Extraordinary Margin Requirements. Where nothing else is specified, references to the Margin Requirements shall be deemed to include all requirements for Collateral applicable at the time in relation to each Clearing Account and/or Account Holder.

Margin Requirement Account An account for listing of the Margin Requirement in respect of Clearing Transactions recorded on the Clearing Account(s) associated with it.

Market Maker means an Exchange Member who has undertaken towards the Exchange to quote binding Bids and Offers in Exchange Listed Products as further specified in the applicable Market Maker Agreement.

Market Maker Agreement means an agreement entered into between the Exchange and another party, entitling and obliging the other party to act as Market Maker.

Market Maker Hours means time interval during Opening Hours when Market Makers are required to quote Orders in the relevant Series.

Market Maker Spread means the maximum quotable net spread for Bids and Offers for a Market Maker in a Series at any time.

Market Maker Volume means the minimum contract volume to be quoted by a Market Maker in a Series at any time.

Market Surveillance means the unit of the Exchange responsible for monitoring compliance with the Market Conduct Rules and such other matters as set out in the Market Conduct Rules.

Material Default Event is defined in Section 8.1.2 of the General Terms of the Clearing Rules.

Material Non-Compliance Event is defined in Section 7.2 of the General Terms of the Trading Rules.

Membership Requirements means Clearing Appendix 8.

MTS or MPS means the Exchange’s telephone based service for Exchange Trading.

Natural Gas Contract means a cash-settled Contract whose value is linked to a Contract Base quoted for natural gas pursuant to the Contract Specifications.

Net Position see Open Position.

NOK or Norwegian Krone means Norwegian Krone, being the lawful currency of Norway. References to øre in respect of NOK currency shall equal 1/100 NOK.

NOK Contract means a Contract that is traded in NOK currency pursuant to the Contract Specifications and that is traded and cleared on a Norwegian trading calendar pursuant to the Trading and Clearing Schedule. Any combination term incorporating “NOK” shall, unless otherwise defined herein, be understood as referring to NOK Contracts in addition to any other terms designated by such combination.

Non-Clearing Member or NCM means a person (other than the Exchange) being party to a valid and effective Non-Clearing Membership Agreement.

Non-Clearing Membership Agreement means a sign-on agreement, substantially corresponding to Trading Agreement A, between the Exchange and another party, granting the other party access to Exchange Trading as a Non-Clearing Member.

Non-Compliance Event is defined in Section 7.1 of the General Terms of the Trading Rules.

Non Exchange Trading means Trading (other than Third Party Exchange Trading) that is carried out outside the Trading System but for the avoidance of doubt does not include Block Trades, EFPs or EFSs.

Non Exchange Trading Broker means a person which has entered into a Non Exchange Trading Broker Agreement with the Clearinghouse for reporting of Non Exchange Transactions for Clearing on behalf of Account Holders (but not as Account Holder)

Non Exchange Trading Broker Agreement means an agreement to be entered into between the Clearinghouse and another person (the Non Exchange Trading Broker) in accordance with Clearing Agreement F.

Non Exchange Transaction means a Transaction entered into through Non Exchange Trading and designated by the Clearinghouse as eligible for Clearing as a Non Exchange Transaction pursuant to the Clearing Rules but excluding, for the avoidance of doubt, Third Party Exchange Transactions.

Omnibus Account means a Clearing Account of a General Clearing Member or, where applicable, Clearing Member, which has been designated as an Omnibus Account, to which only Client Transactions that reflect equivalent transactions made between such member and such group of its Clients that have opted for such account may be allocated and registered.

Open Interest means the aggregated net balance of Open Positions in a Series, as registered by the Clearinghouse.

Open Position or Net Position means a net position created by aggregating and netting all purchase or sales Transactions in a Series within the same Clearing Account, as calculated and notified by the Clearinghouse to the Account Holder in the Statement of Account.

Opening Hours means the time interval during a Bank Day when Exchange Transactions and/or Clearing Requests relating to a Series are received and processed by the Exchange and/or the Clearinghouse, as further specified in the Trading and Clearing Schedule and the Contract Specifications.

Opposite Positions means offsetting Transactions in the same Series.

Option Contract or Option means a Contract specified as such in the Contract Specifications for the potential purchase and sale of a specific quantity of a Contract Base (as set out in the Contract Specifications) at a stipulated future date, and according to which the Option Holder, against payment of the Option Premium, has the right, but not the obligation, to buy (in case of a call) or to sell (in case of a put) such quantity of the Contract Base against payment of the Option Exercise Price. Any combination term incorporating “Option” shall, unless otherwise defined herein, be understood as referring to Option Contracts in addition to any other terms designated by such combination.

Option Exercise or Exercise means an Option Holder’s exercise of its rights under an Option Contract, either through Automatic Option Exercise or Manual Option Exercise.

Option Exercise Settlement or Exercise Settlement means the Settlement in accordance with Section 5.5 in Part A, Sections 5.6 and 5.7 in Part B of Appendix 2 of the Contract Specifications or Sections 1.6 or 2.6 in Part B of Appendix 2A of the Contract Specifications.
Option Exercise Time or Exercise Time means the time when an Option Exercise must be exercised in order to become effective, and will become effective in case of Option Exercise, pursuant to the Contract Specifications.

Option Fix means a price calculated on the Expiration Day for each Option Series in accordance with Section 4.5 of Part A of the Contract Specifications, to be used for Automatic Option Exercise purposes.

Option Holder or Option Buyer means the party to an Option Contract who is entitled to perform an Option Exercise (i.e. to buy and receive the Contract Base in case of a Call Option and to sell and deliver the Contract Base in case of a Put Option) against payment of the Option Exercise Price.

Option Premium means the Contract Price payable from the Option Holder to the Option Writer under an Option Contract.

Option Premium Settlement or Premium Settlement means the Option Holder’s payment of the Option Premium to the Option Writer in accordance with Section 4.4 in Part A of the Contract Specification.

Option Settlement means Premium Settlement and Option Exercise Settlement.

Option Writer or Option Seller means the party to an Option Contract who is obliged, in case of an Option Exercise, to perform its rights and obligations under the Option Contract (i.e. to sell and deliver the Contract Base in case of a Call Option and to buy and receive the Contract Base in case of a Put Option) against receipt of the Option Exercise Price.

Order means an offer to sell or buy an Exchange Listed Product that an Exchange Member registers in ETS or calls in to MTS.

Pending Settlement means Settlements calculated by the Clearinghouse that is not due at the current time.

Power of Attorney means a power of attorney authorizing an Approved Settlement Bank to execute payment instructions issued by the Clearinghouse on the designated Cash Settlement Account(s).

Prenovation Check means, in respect of a Clearing Request received by the Clearinghouse, a check carried out by the Clearinghouse that the Account Holder has sufficient Collateral in the relevant Custody Account(s) to cover the Margin Requirement that will result from the approval of such Clearing Request.

Principal Trading means an Exchange Member's Trading through one or more Principal Transactions.

Principal Transaction means a Transaction entered into by an Account Holder at its own account and risk.

Product Calendar means a listing of the specific terms for each Series (dates, volume, trading period, Series Specification etc), as from time to time may be updated, amended and published on the Exchange’s website and/or through the ETS.

Product means an Instrument for Exchange Listed Products or Clearing Listed Products. References to any individual Product (or Instrument) shall be deemed to comprise all Series and Contracts based on the same individual Contract Specifications, even though certain terms such as Delivery Day and/or Delivery Period and/or the Expiration Day may differ.

Quotation List means Part C of the Contract Specifications.
**Registration** means the process leading to a Transaction being deemed registered and created as a Clearing Transaction pursuant to the Clearing Rules.

**Registration Error** means, in respect of Non Exchange Clearing, that the registered Clearing Transaction does not conform to the Clearing Request or that a Clearing Request has not been Registered in accordance with the Non Exchange Clearing Procedures.

**Regulatory Body** means any governmental or regulatory body with jurisdiction over the Exchange and/or the Clearinghouse under applicable law.

**Relevant Tax** means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest or penalties) that is imposed by any government or other taxing authority directly in respect of any payment or transfer request under the Trading Rules and/or the Clearing Rules other than stamp, registration, documentation or similar tax. Relevant Tax does not include, without limitation, income tax, taxes on Allowances or the activities giving rise to Allowances or taxes imposed generally on a Counterparty’s business, or Value Added Tax.

**Required Authorisations** means all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) that are required to enable the party to fulfil any of its obligations under the Trading Rules and/or the Clearing Rules.

**Risk Currency** means the agreed currency (either Euro, NOK, Pounds Sterling, SEK, DKK or USD, depending on the Account Holder’s choice) in which the Margin Requirements for a ClearingAccount are made.

**Security Settlement System** means a Security Settlement System under Norwegian Law pursuant to the Norwegian Payment Systems Act of 17 December 1999 no 95 (implementing EU Directive 98/26/EC on Settlement Finality in Payment and Securities Systems), as may be amended from time to time.

**SEK or Swedish Krona** means the Swedish Krona, being the lawful currency of Sweden. Reference to öre in respect of SEK currency shall equal 1/100 SEK.

**SEK Contract** means a Contract that is traded in SEK currency pursuant to the Contract Specifications and that is traded and cleared on a Norwegian trading calendar pursuant to the Trading and Clearing Schedule. Any combination term incorporating “SEK” shall, unless otherwise defined herein, be understood as referring to SEK Contracts in addition to any other terms designated by such combination.

**Series** means all Contracts based upon the same Product, which have the same contractual terms except for the Contract Price (i.e. same Delivery Period, Term etc) and which share the same Series Specification.

**Series Specification** means the alphanumeric identifier assigned to a Series in the ETS and/or the Clearing System.

**Settlement** means that cash payment is made and received between the Counterparties, against Delivery and receipt of the relevant asset where applicable, in fulfilment of the Counterparties’ respective obligations pursuant to one or more Clearing Transactions.

**Settlement Day** means the Bank Day when the relevant Settlement shall take place for a Series pursuant to the Contract Specifications.
Spot Reference Settlement means a method of Cash Settlement to be performed between the Counterparties in accordance with Section 5.3 in Part A of the Contract Specification.

Spread means the difference between the best bid price and the best offer price in a Series registered in the ETS at the relevant time.

Standard Exercise means the exercise of an Option Contract on the Expiration Day by the Clearinghouse on behalf of an Option Holder in accordance with the Contract Specifications.

Statement of Account means a daily notice from the Clearinghouse to Account Holders (or their nominees) stating Clearing Transactions entered and Net Positions, Daily Margin Calls and other information regarding a Clearing Account.


Take Up means a Clearing Request in the form of an acceptance of a request for Give Up.

Tick Size means the minimum price step when increasing or decreasing the price of an Order in the ETS.

Third Party Exchange means an exchange (other than, for the avoidance of doubt, the Exchange or the Co-Operating Exchange) which has entered into an agreement with the Clearinghouse for trades entered into on such exchange to be cleared through the Clearinghouse.

Third Party Exchange Transaction Clearing Procedures means Clearing Appendix 15.

Third Party Exchange Trading means the process of the buyer and seller entering into a Third Party Exchange Transaction on a Third Party Exchange.

Third Party Exchange Transaction means a Transaction that is entered into on a Third Party Exchange, and excludes its corresponding Clearing Transaction unless specifically stated.

Trade Information means any aggregated information on Orders and Transactions registered with or called in or reported to the Exchange and/or the Clearinghouse, in raw or enhanced form, including Daily Fix and other index values, daily volume, open balance and historical information on such matters.

Trade Repository means a trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with section Article 77 of EMIR.

Trade Lot or Lot Size means the minimum Contract Volume of each Product, as specified for the relevant Series as set out in the Contract Specifications. The volume of each Order must be divisible into whole Trade Lots.

Trading means the process of the buyer and seller entering into a Transaction by Exchange Trading, Third Party Exchange Trading or Non Exchange Trading.

Trading Account means an Exchange Member’s account with the Exchange for registration of Exchange Transactions.
Trading Agreements means a template agreements specified as such in the Table of Contents of the Trading Rules, or a sign-on agreement based upon such template document, or such other document to the same effect, as the Exchange in its discretion has agreed to substitute any of the foregoing.

Trading and Clearing Schedule means the joint Trading Appendix 3 and Clearing Appendix 3.

Trading Appendices means the documents specified as such in the Table of Contents of the General Terms of the Trading Rules.

Trading Procedures means Trading Appendix 4.

Trading Rules means the rules issued by the Exchange in respect of Exchange Trading in Exchange Listed Products consisting of the General Terms and the Trading Appendices, as may be amended from time to time and includes, where relevant, the FIN Exchange Rules.

Trading System means the ETS and/or the MTS and/or the Block Trade Facility, as the context requires.

Transaction means any agreement for one or more Contracts entered into as an Exchange Transaction, a Third Party Exchange Transaction or Non Exchange Transaction, and includes any corresponding Clearing Transaction(s).

Transaction Confirmation means the Exchange’s confirmation of Exchange Transactions to an Exchange Member in ETS or by MTS or through the Block Trade Facility.


USD or US$ means the United States Dollar, being the lawful currency of the United States of America. Reference to cent in respect of USD currency shall equal 1/100 USD.

USD Contract means a Contract that is traded in USD currency pursuant to the Contract Specifications and that is traded and cleared on a United Kingdom trading calendar pursuant to the Trading and Clearing Schedule. Any combination term incorporating “USD” shall, unless otherwise defined herein, be understood as referring to USD Contracts in addition to any other terms designated by such combination.

Value Added Tax or VAT means any value added tax imposed in an applicable jurisdiction,, or any replacement or other tax levied by reference to value added to a transaction.

Violation Charge means the fee that the Exchange may charge in the event of a breach of the Market Conduct Rules, as further specified in the Market Conduct Rules.