

# Onboarding Package for Dock Space Allocation Run Process

Welcome to the Dock Space Allocation Run Process for deliveries taken under an expired WTI Houston Crude Oil Futures Contracts (NYMEX Chapter 201).

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An Allocation Run allocates dock space for the receipt of full cargo redelivery services at the Houston marine terminal operated by Enterprise Houston Ship Channel, L.P. ("EHSCLP"), at fixed terminal services fee, all as governed pursuant to (i) NYMEX Rule 201110, and (ii) the *Dock Space Allocation Certificate* issued in respect of such dock space.

As part of our onboarding process, please complete the following items and return the completed and signed package to your clearing member:

- (1) Customer Allocation Run Questionnaire; and
- (2) Customer Allocation Run Acknowledgment Sheet (requires the Customer's signature).

In addition, your clearing member must separately complete the Clearing Member Questionnaire that is included in this Onboarding Package.

**Your clearing member must provide a completed and signed Onboarding Package to the Exchange no later than 3 p.m. EST, two business days before the first Allocation Run in which you wish to participate.**

**NYMEX will confirm receipt and acceptance of this Onboarding Package via email to the contact person that you identify below.**

If you have any questions or comments, please contact [energydocs@cmegroup.com](mailto:energydocs@cmegroup.com)

## Customer Allocation Run Questionnaire

### Clearing Member Customer ("Customer") Details

Firm/Customer Name

Registered Address

Country of Domicile

Contact Person and Title

Telephone Number

Email Address

Clearing Member

**ADDITIONAL INFORMATION MAY BE REQUESTED**

## Customer Allocation Run Acknowledgment Sheet

- 1. NYMEX Rule 201110 (HCL Dock Allocations).** NYMEX Rule 201110 governs the Allocation Run Process. Customer understands and agrees to comply with the terms and conditions of NYMEX Rule 201110 as applicable.
- 2. Dock Space Allocation Certificates ("Certificates").** Allocated dock space will be document by Exchange provided Certificates. Customer understands, and if issued to Customer agrees to comply with, the terms and conditions of the [Dock Space Allocation Certificate \("Certificate"\)](#).  
**EHSCLP's Terminal Services Agreement ("Houston TSA").** Customer must enter into EHSCLP's Houston Terminal Services Agreement ("Houston TSA") prior to having any right to nominate services for the redelivery of crude oil with respect to any allocated dock space. Customer understands that, if it intends to nominate services with respect to allocated dock space, it must enter into and comply with the terms and provisions of the Houston TSA.
- 3. EHSCLP's "E-Stream" Online Interface System.** Customer must provide EHSCLP with all onboarding information required of a Terminal customer in EHSCLP's "E-Stream" online interface system in accordance with the requirements set forth in the Houston TSA, before it will have any right to nominate services pursuant to the Houston TSA. Customer agrees to timely provide such onboarding information, as applicable.
- 4. Other Terms.** Customer understands that participation in an Allocation Run does not guarantee that it will be allocated any dock space. The Exchange reserves the right in its sole discretion and without cause or notice to reject, restrict or terminate a Customer's access to an Allocation Run. The Exchange reserves the right within twenty-four hours (24) following Customer's receipt of Certificates to determine in its sole discretion that an allocation has been made in error and to cancel such allocation and Certificate which shall be final and binding on Customer and EHSCLP.
- 5. Taking Redelivery.** Customer represents and warrants that it is able to take redelivery of at least 650,000 barrels of crude oil by vessel at the marine terminal operated by ("EHSCLP").
- 6. Limitation of Liability.** Customer understands, acknowledges and agrees that NYMEX, EHSCLP, their respective affiliates and any of their respective members, managers, partners, employees, agents and representatives (collectively, "Representatives"), shall not be liable to any person for any losses, liabilities, damages, claims, costs or expenses arising from any failure, malfunction, fault, delay, omission, suspension, inaccuracy, error, interruption, termination, or any other cause, in connection with an Allocation Run or the issuance of any Certificate.
- 7. No Warranty or Representation.** Customer understands, acknowledges and agrees that neither NYMEX, EHSCLP, any of their respective affiliates nor any of their respective Representatives give or have made any express or implied warranties or representations (including warranties of satisfactory quality and fitness for a particular purpose or use) relating to any Allocation Run or any systems, services, or equipment used to support an Allocation Run or the issuance of Certificates.

Each individual signing the Allocation Run Acknowledgement Sheet represents and warrants that he/she has received and accepted authority to sign this Acknowledgement Sheet on behalf of Customer and thereby to bind Customer to its terms.

Firm/Customer Name

Printed Name

Signature

Title



## Clearing Member Questionnaire

### **MUST BE COMPLETED BY CUSTOMER'S CLEARING MEMBER ONLY**

Clearing Member Name

Clearing Member Contact Person and Title

Clearing Member Telephone Number

\*\*Clearing Member Email Address

Is the above-named Customer permitted to clear the WTI Houston Crude Oil Futures Contracts (NYMEX Chapter 201) at this clearing member?

Yes      No

**\*\*EXCHANGE NOTICES TO CLEARING MEMBER WILL BE SENT TO EMAIL ADDRESS PROVIDED ABOVE**

Please send completed form to [clearinghousedelivteam@cmegroup.com](mailto:clearinghousedelivteam@cmegroup.com)