

## GENERAL TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT

### 1. The purpose and scope of application of the general terms and conditions of the customer agreement

These general terms and conditions of the customer agreement apply as minimum terms to the contractual relationship between the Customer and SEB and to any Agreements in effect from time to time between the Parties. In addition, the eventual provision to the Customer of separate services by SEB is subject to a separate agreement, as necessary.

If the terms of other separate agreements entered into by the Customer and SEB deviate from these general terms and conditions of the customer agreement, the terms of such separate agreements shall prevail.

In addition, the Market Rules in effect from time to time are applied to the provision of investment services. If the terms of this Agreement deviate from the Market Rules, the latter shall prevail with the exception of the market practice. If the operations subject to this Agreement are carried out outside of Finland, the Market Rules of the country in question shall be applied respectively.

If there is any inconsistency between the different language versions of these general terms and conditions of the customer agreement, the Finnish general terms and conditions of the customer agreement shall prevail.

The Asset Manager is entitled to represent the Customer in relation to the Bank (including to give orders to the Bank and act otherwise for and on behalf of the Customer and to receive information concerning the Customer from the Bank) to the extent necessary for the purpose of providing the Customer with the Bank's services subject to the Agreement.

### 2. Definitions

**Agreement** An agreement or undertaking entered into between SEB and the Customer. (In these general terms and conditions of the customer agreement, a reference to an "Agreement", "the Agreement" or "this Agreement" shall be construed as a reference to the relevant agreement between the Customer and SEB, as the context requires.)

**Asset Manager** SEB Asset Management AB, Helsinki Branch (business identity code 3394118-1).

**Bank** Skandinaviska Enskilda Banken AB (publ) Helsinki Branch (Business ID 0985469-4) or other entity belonging to the SEB Group which, according to its authorisation, is entitled to carry out the activities for which the Bank is responsible pursuant to an Agreement.

**Contact Person** A person notified by the Customer to SEB or any other person who has the right, by virtue of authorisation or position, to provide SEB with orders binding on the Customer and carry out other acts on behalf of the Customer.

**Customer** Contracting party that has been approved by SEB as its Customer and that has approved these general terms and conditions of the customer agreement and acts in its own name and on its own behalf with regard to SEB.

**Marketplace** A regulated market, multilateral trading facility, organised trading facility or trading executed by a systematic internaliser, as referred to in the Finnish Act on Trading in Financial Instruments (1070/2017).

**Market Rules** Valid legislation, decisions, governmental regulations and instructions issued thereunder as well as rules, guidelines and regulations of the Marketplaces and trade practice prevailing at each marketplace.

**Party** The Bank, the Asset Manager and/or the Customer, as the context may require.

**Professional Investor** A customer which is a professional customer pursuant to the Finnish Act on Investment Services (747/2012). An eligible counterparty is also deemed a Professional Investor in these general terms and conditions of the customer agreement. In general, a private person is deemed a non-professional customer (non-professional investor) within the meaning of the Finnish Act on Investment Services. Unless otherwise specified, SEB deems the Customer a non-professional investor. The Customer is entitled to request changes to its customer categorisation in accordance with applicable legislation.

**SEB** The Bank and/or the Asset Manager jointly or separately, as the context may require.

**SEB Group** Skandinaviska Enskilda Banken AB (publ) and its branches and subsidiaries. Skandinaviska Enskilda Banken AB (publ) Helsinki Branch is a Finnish branch of Skandinaviska Enskilda Banken AB (publ). The companies belonging to the SEB Group are entitled to receive, on behalf of each other, messages, instructions and orders from the Customer and to disclose to each other information on the Customer and its financial situation.

**Security / Investment Target** A financial instrument referred to in the Finnish Act on Investment Services subject to the investment service. Investment Target also refers to any other transferable right or undertaking.

**Systematic internaliser** A systematic internaliser referred to in the Finnish Act on Trading in Financial Instruments.

### 3. Custody Services

Subject to the terms and conditions below, the Bank assumes the responsibility for safekeeping the Securities given for custody and the cash funds deposited by the Customer.

#### 3.1 Tasks

In addition to the safekeeping of Securities given for custody, the Bank attends to the following tasks in relation to Securities incorporated into the book-entry system referred to in the Finnish Act on the Book-Entry System and Settlement Operations (348/2017):

as regards **shares**, cashing and paying of dividends, notification of share issues, subscriptions subject to instructions separately given by the Customer in each case, exchange of coupons, share certificates and **interim certificates** etc., notification of issues of convertible bonds and option loans addressed to the shareholders, notification of mergers and share exchanges as well as any other actions subject to instructions separately given by the Customer from time to time;

cashing of due interest and gradual coupons related to **bonds, debentures, and other treasury bills** as well as recovery and payment of recalled bonds, debentures and other treasury bills, exchange of interim certificates;

exchange or subscription of **convertible bonds and option certificates** subject to instructions given by the Customer;

cashing and payment of coupon-based dividends of **mutual fund units**;

recovery and payment of interest and capital of **deposits as well as certificates of deposit and commercial papers**.

With regard to **book-entry securities**, the Bank administers the above or corresponding tasks in relation to shares and other securities entered into the book-entry system pursuant to the Finnish Act on the Book-Entry System and Settlement Operations and registered on a book-entry account.

In its capacity as custodian of Securities, the Bank does not have disclosure or management obligations other than those described above. The Bank is not obliged to inform in advance of dividend payable on the basis of a share, share split, maturity of bond, expiration of option right or changes to the rules of a fund held in custody. The Bank is not obliged to inform the Customer of a possible class action relating to an Investment Target held in custody or subject to an order even if the Bank becomes aware of such class action.

If the need for taking the above administration measures has not been notified through the Marketplace or it has been deemed that the matter is not otherwise known to the Bank, the Customer shall inform the Bank thereof no later than five (5) banking days before the deadline for the measure at the risk that the Bank shall be released from the obligation to take the measure.

#### 3.1.1 Book-entry securities

##### 3.1.1.1 Shares

The shares of the Customer incorporated into the book-entry system referred to in the Finnish Act on the Book-Entry System and Settlement Operations shall be kept on the book-entry account in the name of the Customer with the Bank acting as an account operator.

The Bank is entitled to assign the rights of an account operator without amending the Agreement.

The Bank is entitled to open a book-entry account on behalf of the Customer and, under the responsibility of the account operator, make entries to the Customer's book-entry account and perform other tasks of the account operator. The Bank represents the Customer and acts as an agent authorised by the Customer as regards the settlement of book-entry transactions. In connection with the settlement, the book-entries may serve as collateral against Euroclear Finland Oy in accordance with the Finnish Act on the Book-Entry System and Settlement Operations.

The Bank shall keep the entry applications and the documents based on which the entries to the book-entry account are made in a manner provided in law and other applicable requirements.

As an account operator the Bank is entitled to receive information on the book-entry account and to adjust the entries made to the book-entry register. In addition, the Bank and Euroclear Finland Oy are entitled to make to the book-entry register any entries required by laws, decrees, governmental decisions or the rules of Euroclear Finland Oy as well as in the event of technical failures, malfunctions or breakdowns.

### **3.1.1.2 Units in a bond (money market instruments)**

Money market instruments refer to fixed income book-entries issued in the book-entry system referred to in the Finnish Act on the Book-Entry System and Settlement Operations. The Customer's book-entries in the book-entry system are kept on the book-entry account in the name of the Customer with the Bank acting as an account operator.

The Bank acts as an account operator referred to in the Finnish Act on the Book-Entry System and Settlement Operations. Save for exceptional circumstances specified in the Euroclear Finland Rules, the Bank in its capacity as account operator attends to all communication with the Customer.

The Bank is entitled to assign the rights of the account operator without amending the Agreement.

The Bank is entitled to open a book-entry account on behalf of the Customer and make entries to the Customer's book-entry account and perform other tasks belonging to the account operator. The Bank represents the Customer and acts as an agent authorised by the Customer in relation to the settlement of book-entry transactions. In connection with the settlement, the book-entries may serve as collateral against Euroclear Finland Oy in accordance with the Finnish Act on the Book-Entry System and Settlement Operations.

The Customer authorises the Bank to receive on behalf of the Customer any cash amounts paid by the issuers for book-entries kept on the book-entry account.

As an account operator, the Bank is entitled to receive information on the book-entry account and to adjust the entries made to book-entry register. In addition, Euroclear Finland Oy and the Bank are entitled to make any entries to the book-entry register required by laws, decrees, governmental decisions or the rules of Euroclear Finland Oy, as well as in the event of technical failures, malfunctions or breakdowns.

The Bank shall keep the entry applications and the documents based on which the entries to the book-entry account are made in a manner provided in law and other applicable requirements.

### **3.1.1.3 Safekeeping of foreign Securities**

The Customer's book-entries are primarily registered in the name of the Customer. Foreign Securities not incorporated into the book-entry system referred to in the Finnish Act on the Book-Entry System and Settlement Operations are primarily held in custody by the Bank in its own name for and on behalf of the Customer.

### **3.1.2 Other Securities**

The Bank shall hold Securities which are not in book-entry form separately in custody for the Customer.

The Customer's Securities may be kept, under the Bank's responsibility, in a domestic or foreign credit institution or partner selected by the Bank, or in other reliable manner. The Bank holds the Customer's foreign Investment Targets in custody primarily in its own name on behalf of the Customer.

### **3.2 Other measures**

Unless separately agreed in writing sufficiently in advance, the Bank is not obliged to take measures in addition to those specified above.

### **3.3 Sub-custody**

In safekeeping the Customer's Securities, the Bank may engage other domestic or foreign credit institutions, custodians or other partners as so-called sub-custodians. The Bank shall appoint a sub-custodian with due care. The Customer's Securities are not necessarily kept at the sub-custodian in the name of the Customer, but the Bank may act as a joint custodian, in which case the Bank shall keep record of the ownership of the Securities. The Customer is aware of the legal risks involved in such procedure and accepts them.

### **3.4 Inspection**

In order to inspect the Securities and arrange their safekeeping, the Bank shall reserve a period of five (5) banking days starting from the receipt of the Securities, during which period the Bank shall only be responsible for the secure safekeeping of the Securities.

### **3.5 Authorisation**

The Bank is entitled, without prior consultation of the Customer, to take any measures the Bank considers necessary for safekeeping and securing the assets. The Bank is entitled, without a separate authorisation, to enter transfers relating to the Customer's Securities and issue receipts in the name of the Customer on payments recovered on its behalf. In addition, unless otherwise agreed with the Customer in writing, the Bank is entitled, upon transfer to the book-entry system, to register the shares and other Securities of the Customer to the account operator used by the Bank, to

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open a book-entry account on behalf of the Customer, and to take any other measures necessary in connection therewith. This Agreement is applied to the transfer of shares and other Securities to a named account operator, taking into account the provisions of the Act on the Book-Entry System and Settlement Operations.

### 3.6 Reporting

Unless otherwise agreed, the Bank shall submit to the Customer a report on the Customer's Securities and book-entries in custody as well as cash funds on a quarterly basis and as of the situation on the last day of December. The Bank is not obliged to provide the Customer with market information affecting the value of Securities or any other information, such as annual reports, interim reports etc. nor information on the management or rules of common funds held in custody or prospectuses or key investor information documents.

### 3.7 Collateral

The Securities, book-entries and cash funds of the Customer in custody of the Bank are pledged under this Agreement for the fees and expenses owing to SEB and claims resulting from the orders of the Customer. Such right also applies to shares and other Securities registered on the Customer's book-entry account, in respect of which SEB is entitled to register the pledge pursuant to the Finnish Act on the Book-Entry Accounts (827/1991). Upon enforcement of the pledge, SEB shall follow the procedure set forth in Chapter 10, Section 2 of the Finnish Commercial Code (3/1734). Accordingly, SEB is entitled to enforce the pledge unless the claim is paid within one (1) month from the notification to the Customer of the claim having become due. Primarily, the pledge shall be enforced through the Marketplace without endangering claims of SEB, provided that this procedure is in the interest of the Customer. Upon divestment, SEB shall follow the instructions on the enforcement given by the Customer, if any, provided that this is possible without endangering the claims of SEB.

SEB may enforce any Securities that cannot be enforced through the Marketplace in the manner it deems best.

### 3.8 Facilitation of the exercise of shareholder rights

In accordance with the requirements of Chapter 9 a of the Finnish Act on Investment Services, the Bank maintains necessary arrangements to enable the Customer, in the capacity of shareholder, to exercise shareholder rights, and, among other things, transmits to the Customer and, upon the Customer's instruction, to the issuer the information necessary to exercise shareholder rights.

## 4. Brokerage

### 4.1 Agreements relating to brokerage

SEB and the Customer shall enter into possible separate agreements required in connection with brokerage.

### 4.2 Form and validity of an order

The Customer may give the order to sell or buy an Investment Target on the telephone, in writing, electronically (by facsimile, Bloomberg service or other corresponding software approved by the Asset Manager) or by any other means separately agreed with the Customer. The Customer may validly give an order by e-mail only in case the Asset Manager succeeds in confirming the order with the Customer by e.g. a telephone call following the receipt of such e-mail.

The Asset Manager is entitled to provide the Customer with written information on an order by mail, facsimile and e-mail or in any other manner separately agreed with the Customer. The Customer acknowledges that the use of facsimile and e-mail as means of communication entails specific risks due to the fact that, among other things, the message might not arrive to its destination, it might become disclosed to a third party or a third party may alter its content. The Asset Manager is entitled to rely on the authenticity and correctness of an order received by facsimile or e-mail, taking into account the above procedure relating to the confirmation of an order received by e-mail.

An order becomes valid once the Asset Manager has received sufficient information thereon and informed the Customer of accepting it as an order. The Customer is responsible for ensuring that the Asset Manager receives the order. When using e-mail or facsimile, the content and time of arrival of the order shall be verified in the information system or fax machine of the Asset Manager.

The Customer shall ensure the arrival of its order by facsimile. The Asset Manager is entitled to verify an order placed by telephone.

An order given by the Customer shall include:

- 1 the names of the Customer and the person giving the order;
- 2 information on whether the order is to sell or buy;
- 3 the Investment Target and the amount of the order;
- 4 conditions on the price;
- 5 period of validity of the order;
- 6 authorisation, if any, given by the Customer to execute the order during its period of validity at a time deemed best by the Asset Manager; and

- any other information necessary for executing the order and clearing the transaction, such as the custody account number.

The Asset Manager is entitled to refrain from executing any orders specified insufficiently.

The order shall have a fixed period of validity. If no period of validity has been specified, the order shall be valid for the day it was given.

If the trading has ended upon receiving the order and no period of validity has been specified, the order shall be valid for the following banking day.

If the trading system of the Marketplace removes an order already entered in the system due to e.g. detachment of a dividend or subscription right, share split, share issue, combination of share classes or shares, merger or demerger, the order shall lapse automatically. An order relating to bonds shall not lapse as a result of the detachment of interest accrued on a fixed income Investment Target.

The Customer is entitled to alter or revoke the order before a binding order resulting in a transaction is made or until such transaction is concluded. The alteration or revocation shall become valid once received by the Asset Manager and the alteration or revocation has been entered into the trading system of the Marketplace. Increasing the amount of the Investment Target and alteration made to the condition on the price shall be deemed as revocation of the order and, simultaneously, as a new order. Alteration to the order may affect its priority position. If the Asset Manager has undertaken measures to execute the order, the revocation requires that the Customer compensates the Asset Manager for any costs and damage the latter may have incurred due to the revocation. The order may not be altered or revoked to the extent it has been already executed.

The rules of funds and Marketplaces may affect the validity and execution of an order.

### 4.3 Execution of an order

After receiving an order, the Asset Manager shall execute it carefully in the best interest of the Customer. Orders are managed in compliance with the principles of best execution adopted by the Asset Manager which are disclosed to, and approved by, the Customer. The principles of best execution may be deviated from in case the Customer gives instructions to the contrary.

An order shall be executed without undue delay, unless the Asset Manager has expressly agreed with the Customer on executing it at a time deemed best by the Asset Manager.

The Customer shall contribute to the execution of an order.

Unless no price limit has been set for an order, the Asset Manager is entitled to execute it at market price.

Unless otherwise agreed, the Asset Manager is entitled to execute an order in installments.

The Asset Manager is entitled to combine the Customer's transaction with another customer's or its own transaction in accordance with applicable legislation or Market Rules, unless otherwise agreed with the Customer.

The Customer approves that the Asset Manager may execute the Customer's order outside a regulated market or multilateral trading facility without competition so that the Asset Manager, its other customer, another entity belonging to the SEB Group or systematic internaliser acts as counterparty to the transaction.

With regard to limit orders relating to Investment Targets subject to trading on a regulated market, the Customer approves that, in case the Asset Manager is not able to execute the order with immediate effect, the Asset Manager is not obliged to publish the order immediately, provided that such procedure is deemed by the Asset Manager to be in the best interest of the Customer.

If, prior to the execution of an order, circumstances arise which may have a significant effect on the value of the Security subject the order, the Asset Manager shall inform the Customer accordingly prior to the execution of the order, if possible, taking into account the applicable circumstances. The Asset Manager may refrain from executing the order until a new order to the same effect is obtained from the Customer in case the Asset Manager deems such procedure to be in the best interest of the Customer.

The Investment Targets subject to an order to sale shall be delivered to the Asset Manager or made available to it in accordance with the Market Rules or at other time required by the Asset Manager. As necessary, the Customer shall provide the Asset Manager with any documents necessary to prove its acquisition. The Customer shall compensate the Asset Manager for any damage incurred due to the delay in delivering the Investment Targets.

The Asset Manager is entitled to ensure that the Customer has the Investment Targets subject to the order to sell or that they can be delivered in time and, for

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these purposes, verify the sufficiency of the balance of the book-entry account as well as reserve the book-entries for the transaction.

The Asset Manager is also entitled to ensure that the Customer is able to pay the purchase price. In case of an order to buy, the Asset Manager may, as necessary, require a down payment or a payment in full or in part in advance.

In relation to an order and a concluded transaction, the Asset Manager may take actions to have the transaction cleared and secure the right of retention of the Asset Manager and any right of pledge of the Marketplace, taking into account any further instructions set out in the agreement relating to the order.

The Asset Manager is not entitled to disclose to the Customer the customer which is the other party to the transaction.

The Asset Manager executes orders relating to Securities traded in a stock-exchange and other Securities subject to public trading at the relevant Marketplace, unless otherwise agreed with the Customer or required in the interest of the Customer. The Customer accepts that orders may also be executed outside a Marketplace.

#### **4.4 Right to use a broker**

For the purpose of executing orders relating to Investment Targets, the Asset Manager is entitled to use a broker selected by it, such as the Bank, other exchange or securities intermediary or Finnish or foreign investment firm or credit institution, including their branches. The Customer is aware that, in such cases, the Asset Manager may be entitled to receive a share of the fees paid by the Customer to the relevant broker in accordance with the conditions stipulated in applicable legislation.

If the Asset Manager uses the services of another broker, and unless otherwise agreed with such broker, the principles on execution of orders of such broker shall be applied in connection with the execution of the order.

If the Customer wishes to give an order at a Marketplace of which the Bank is not a member, the Asset Manager attempts to carefully select the broker to be used but is not responsible for the actions of such broker. If damage is incurred by the Customer due to the actions of such broker, the Asset Manager shall take reasonable actions to recover compensation from the party having caused the damage. The Asset Manager shall pay the Customer its share of the compensation received without delay.

The Asset Manager provides investment advice on the SEB Group's own products, meaning that the Asset Manager's investment advice is provided on a non-independent basis. When providing investment advice on

the products of parties not belonging to the SEB Group, the Asset Manager has usually entered into an agreement on the distribution of such products or other kind of agreement with such external party governing the relevant products.

#### **4.5 Title to Investment Targets and right of retention relating thereto, derivatives contracts**

Title to Investment Targets subject to an order or the sale or purchase price do not belong to the Bank unless it acts as the counterparty to such order or unless SEB has paid the purchase price on behalf of the Customer.

The Bank has the right of retention to the Investment Targets acquired on behalf of the Customer as collateral for an unpaid sale or purchase price, any tax or administrative fee payable pursuant to Finnish or foreign legislation, the Bank's own fees and any costs or expenses possibly incurred by the Bank in relation to the order as well as for default interest referred to in the Finnish Interest Act (633/1982) or any damage incurred by the Bank. If the Customer fails to pay a matured receivable to the Bank, the Bank is entitled to sell the Investment Targets without further consulting the Customer in the manner considered best by the Bank and on the Marketplace, if possible. The sale price so acquired and any matured proceeds shall be used to repay the matured receivable and compensate for any damage incurred by the Bank. Any remaining funds shall be returned to the Customer thereafter.

The Bank is entitled to close the Customer's derivatives account position either partially or fully with immediate effect without further consulting the Customer, if the Customer has failed to pay, within the fixed time limit, the premium related to a derivatives contract, to place the required or additional collateral, if the Bank's receivables from the Customer have matured and the payment thereof to the Bank has been neglected, or if the Bank has a justified reason to presume that the Customer is not able to fulfill its obligations. In such case, the Bank is entitled to, among other things, buy and sell derivatives contracts and to close the account position prior to its maturity on behalf of the Customer.

#### **4.6 Set-off and netting**

If the Bank and the Customer have opposing claims due to intra-day purchases and sales, the Bank is entitled to set off the payment transactions between the Bank and the Customer.

If the Customer becomes insolvent, the Bank is entitled to accelerate and net the Customer's payment and delivery obligations in accordance with the Finnish Act on Certain Conditions of Securities and Currency

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Trading as well as Settlement Systems (1084/1999). If the Customer is a legal person, the Bank is further entitled to net, in accordance with the Finnish Act on Financial Collateral (11/2004), a receivable owing by the Customer to which a security granted by the Customer relates.

#### **4.8 Delivery of Investment Targets**

The Customer is obliged to deliver to the Asset Manager the Investment Targets subject to the order pursuant to the Market Rules applicable from time to time or in a manner separately agreed with the Asset Manager. If the delivery is delayed, the Customer is obliged to compensate for any related expenses and damage incurred by the Asset Manager.

#### **4.9 Custody of the Customer's assets and payment transactions**

If the Customer has not opened a deposit account with the Bank, any funds of the Customer in possession of the Bank shall be kept separate from the funds of the Bank on an account with a deposit bank, unless otherwise agreed separately with the Customer in writing.

The Customer undertakes to comply with the rules of the relevant Marketplace and clearing house in connection with making payments and payment transactions.

#### **4.10 Foreign orders**

If the Customer places an order relating to an Investment Target subject to public trading outside of Finland, the Customer understands and acknowledges that Market Rules other than Finnish ones are applied to the execution of such order. In such case, the Asset Manager executes the order in compliance with the Market Rules of the relevant venue with binding effect on the Customer. The Customer undertakes to sign any documents necessary for the execution of such order.

#### **4.11 Exchange of currency in connection with orders and currency risk**

Unless otherwise agreed with the Customer, the Asset Manager is entitled to decide on where and when the currency necessary for the execution of an order is acquired. The Customer is responsible for the costs of the exchange of currency and bears the exchange rate risk.

#### **4.12 Placing of orders and related instructions**

The Contact Person of the Customer shall give the orders and any related instructions in accordance with this Agreement and a possible separate agreement on investment services on behalf of the Customer.

The Asset Manager is also entitled to, at the risk of the Customer, comply with orders and instructions given by a party other than the Contact Person if such party holds a position with necessary authority or if the Asset Manager

otherwise has a justified reason to presume that such party is entitled to act on behalf of the Customer.

The Customer shall report on any changes to the Contact Persons or authorisations without delay.

#### **4.13 Reporting, objections and duty to notify**

The Asset Manager shall report to the Customer on executed orders without delay and in the manner and at intervals agreed upon. A confirmation of an executed order shall be submitted to the Customer on the day following the transaction in an agreed manner. The Customer shall review the reports received with due care.

If the Customer wishes to waive its right to receive confirmations of executed orders, the Customer loses its right to make complaints about such orders.

The Customer shall notify the Asset Manager of any errors immediately after becoming aware thereof. If the relevant transaction is not concluded, the deadline for the Customer's notification shall be calculated from the expiry of the validity of the order.

A Customer other than a Professional Investor and SEB shall be deemed to have accepted each other's actions if neither Party notifies the other Party that it does not accept the other Party's actions in seven (7) days after becoming aware of the other Party's actions. However, a Professional Investor shall make a complaint to SEB about its actions immediately after becoming aware thereof.

If the other Party is not notified within the time limits referred to above, the Parties shall be deemed to have accepted each other's actions.

The Customer is deemed to have accepted a conflict of interest after being notified of a potential conflict of interest between the Customer and SEB or the Customer and SEB's other customer, unless the Customer makes a complaint to SEB without delay.

The Customer and SEB shall notify the other Party in writing without undue delay of any changes to information given to the other Party. Such obligation to notify also relates to matters which may affect the categorisation of the Customer and its treatment as a professional or non-professional customer. SEB is not responsible for any damage incurred due to a failure by the Customer to inform SEB of changes to the information referred to above.

#### **4.14 Customer's representations**

The Customer represents that it has familiarised itself with the various Investment Targets and their features

to such an extent that it is capable of making independent investment decisions and understands the Asset Manager's position as a broker and asset manager.

## **5. Other conditions**

### **5.1. Fees and charges**

Unless otherwise agreed, the fees related to brokerage or any other individual actions shall be charged by the Asset Manager in connection with the relevant action.

The fee and separate action fees, if any, are defined in more detail in the price list in force from time to time. The Customer has got acquainted with the price list which is available on the Asset Manager's website and at its premises and forms a part of this Agreement.

The pricing of the services provided by the Bank pursuant to these general terms and conditions of the customer agreement is agreed separately.

Upon the Customer giving an order relating to a product or service in connection with a service other than discretionary asset management, the Asset Manager provides the Customer, by a separate report on costs and charges, with an estimate of the costs of such product or service in advance and information on the actual costs of such product or service annually afterwards.

If the price of an individual action has not been determined in the price list, the price has not been separately agreed on or information has not been available in advance, SEB is entitled to charge to the Customer the expenses incurred by the action together with a reasonable fee.

### **5.2 Information to SEB**

The Customer shall provide SEB with all information and documents necessary for SEB to carry out know-your-customer checks on, and determining the tax position of, the Customer as well as to fulfill SEB's other statutory duties. The Customer shall also inform SEB of any changes to such information and documents.

The Customer shall provide the Bank with information on the owner of the custody account or cash account and other persons entitled to use the account. The person having opened the account, the account holder and those entitled to use the account shall disclose to the Bank their name or trade name, social security number or business identity code, postal code, domicile, including tax residence, and provide a specimen signature and a copy of an approved identification card.

In addition, a Customer which is a legal entity shall provide SEB with an up-to-date extract from the trade regis-

ter, foundation register or association register or similar, articles of association or rules and minutes of the meeting of the competent administrative body of the Customer demonstrating decisions on opening a customer relationship with SEB, entering into an agreement on behalf of the Customer and authorisations given to the representatives of the Customer to take actions for and on behalf of the Customer.

The account holder and the persons authorised to use the account are obliged to inform the Bank of any changes to the above information. If the Customer has included its fax number and e-mail address in its customer information, the Customer is obliged to inform the Bank of any changes to such information.

SEB is not responsible for any damages resulting from the Customer not having informed SEB of changes to the above information or documents.

### **5.3 Cash funds and safekeeping of Securities**

The Customer's assets are deposited on the Customer's deposit account with the Bank. The Customer is obliged to instruct the Asset Manager on the reinvestment of assets on the account either on a case-by-case basis or until further notice. The Asset Manager is entitled to charge to the account mentioned above its fees and other expenses for which the Customer is responsible. The balance of the Customer is shown on the balance of the deposit account which serves as the Customer's custody account.

The Customer's Securities may held in custody with a domestic or foreign credit institution or partner selected by the Bank or in other reliable manner.

### **5.4 SEB's duty of care and suspicious transactions**

The Customer warrants that no suspicious or criminal features are related to the true nature or origin of the assets, in respect of which it has given an order and/or which it has given for custody, and that the intention is not to cover or hide the true nature, origin or location of such assets or dispositions or rights relating thereto.

If SEB notices that the structure or size of the Customer's orders, or the size or location of the business, deviates from customary or lacks an evident financial purpose or is incompatible with the financial situation or transactions of the Customer, SEB shall, with due diligence and in accordance with applicable legislation, examine the reasons for and purpose of the use of SEB's services.

If, following the due diligence process referred to above or otherwise, SEB has reason to suspect the legitimacy of the origin of funds involved in a transaction, the use of such funds to financing of terrorism or

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abuse of insider information referred to in the Finnish Criminal Code (39/1889), it shall suspend the transaction for further investigation or refrain from the transaction and notify the Finnish Financial Supervisory Authority, the Financial Intelligence Unit or other competent authority thereof without delay as well as provide such authority with any information and documents which may be relevant in order to investigate the suspicion.

If SEB has reason to suspect market abuse in violation of the Finnish Securities Markets Act (746/2012) or the Market Abuse Regulation ((EU) No 596/2014), SEB shall notify the Finnish Financial Supervisory Authority or other competent authority thereof without delay.

If refraining from the transaction or its suspension is likely to complicate the identification of the beneficiary of the transaction, the transaction may however be completed, after which the Finnish Financial Supervisory Authority or other competent authority shall be notified thereof without delay. SEB is not entitled to disclose the making of such notification to the party suspected.

The Financial Intelligence Unit may order SEB to suspend a transaction for a maximum of ten (10) banking days if necessary due to measures taken by the authorities.

### **5.5 Confidentiality and data protection**

SEB is entitled to use the personnel of entities which are members of the SEB Group and disclose information on customers only to such persons who have given a confidentiality undertaking in compliance with the purpose of the Act on Credit Institutions or the Act on Investment Services.

In addition to the companies belonging to the SEB Group, SEB is entitled to disclose information on customers to a Finnish or foreign bank, investment firm, fund management company or other service provider supervised by a competent authority and not being a member of the SEB Group, provided that the Bank uses the custody services of such service provider, the Customer's assets are invested in investment products of such service provider, or such service provider is responsible for the know-your-customer obligations, examination of the client's tax position and/or other corresponding statutory obligations relating to such investment products, provided further that such disclosure is mandatory due to Finnish or foreign legislation or authoritative regulations. SEB is entitled to rely on the notification of the bank, investment firm, fund management company or other similar service provider requesting such information as to the contents of legislation or authoritative regulations.

The Bank is entitled to disclose to the issuer or a third party nominated by the issuer information on the Customer (so-called shareholder identity) in accordance with the

requirements of Chapter 9 a of the Finnish Act on Investment Services.

In relation to its business, SEB is entitled to tape its telephone conversations with the Customer and store electronic and written documentation as well as other information on the Customer for a period permitted by applicable legislation and competent authorities. To the extent applicable legislation so permits, the Customer is entitled to obtain information on itself. Telephone recordings and other information on the Customer may be used as required by the risk management of SEB in order to, for example, settle potential disputes.

SEB's privacy policy is available on website [www.seb.fi/en/about-seb/seb-privacy-policy](http://www.seb.fi/en/about-seb/seb-privacy-policy).

### **5.6 Liability of the Bank for lost customer assets**

If assets delivered to the Bank by the Customer under this Agreement are lost or destroyed, the Bank shall replace such assets with corresponding assets. If such replacement is impossible or unreasonably difficult or expensive, the Bank shall compensate the Customer for the current value of the assets at a price as of the time of settlement or as of the time the Customer wanted to dispose of such assets, depending on which time is more favourable to the Customer. Other compensation may also be agreed with the Customer. If the Bank has compensated the Customer for the lost assets or they are found, such assets shall be transferred to the Bank's possession. The Bank is entitled to cancel any lost or destroyed documents.

### **5.7 Liability of the Customer in case of breach of agreement**

The Customer is obliged to compensate SEB for any damage resulting from the Customer's failure to fulfill its obligations under an Agreement. Such damages may comprise additional expenses and work resulting from the breach as well as costs incurred due to changes in the prices of Investment Targets.

### **5.8 Indirect damage**

A Party is not responsible for indirect damage incurred by the other Party.

### **5.9 Financial liability of the Customer**

The Customer is solely responsible for the financial consequences of its actions and investment decisions. Such sole responsibility of the Customer applies even if SEB has conducted a suitability and appropriateness assessment on the Investment Target or given investment advice.

### **5.10 Force majeure**

A Party is not responsible for the damage resulting from a force majeure or a similar obstacle unreasonably complicating the actions of the Party, to the extent such damage is beyond the Party's control and the consequences of which the Party could not have avoided with due care.

A Party shall inform the other Party of a force majeure as soon as possible. SEB may inform of a force majeure for example on its website or in a national newspaper.

### **5.11 Limitation of liability**

SEB is not responsible for any financial damage possibly incurred the Customer, such as loss of income or profit, price losses, disturbances in other contractual relations, third party claims or any other damage unforeseeable from the perspective of SEB.

SEB is not responsible for the operations of a Marketplace or damage possibly incurred by the Customer due to a Marketplace. If damage is incurred by the Customer due to the operations of a Marketplace, SEB shall take reasonable actions to recover compensation from the Marketplace in accordance with its rules. SEB shall pay the Customer's share of such compensation without delay.

SEB is not responsible for damage resulting from the insolvency, bankruptcy, omission or system failures of sub-custodians, central securities depositories, fund companies or similar service providers.

SEB is not responsible for damage resulting from incorrect information received from third parties.

### **5.12 Amendment of the Agreement**

SEB is entitled to unilaterally amend the terms and conditions of the Agreement and the price list related to the Agreement. An amendment shall enter into force on the first day of the calendar month starting at least 30 calendar days after the date on which the Customer has received, in accordance with these general terms and conditions of the customer agreement, a notification of the amendment in writing, by facsimile or electronically as otherwise agreed. If the Customer does not accept such amendment, it is entitled to terminate the Agreement in accordance with the terms and conditions of the Agreement by notifying SEB thereof no later than two (2) weeks before the entry into force of the amendment. The termination shall enter into force on the day on which the amendment would have entered into force.

### **5.13 Notices to the Parties**

#### **5.13.1 Notices to a Party**

A written notice sent by a Party to the other Party shall be deemed to have arrived to the recipient no later than seven (7) calendar days from the sending date, if the latest address notified by the recipient is in Finland, and no later

than fourteen (14) calendar days from the sending date, if the latest address notified by the recipient is outside of Finland.

#### **5.13.2 Notices from SEB to the Customer**

SEB is entitled to send a notice by facsimile or e-mail to the latest number or e-mail address notified to SEB, in which case the Customer shall be deemed to have received the notice on the sending date.

#### **5.14 Assignment of the Agreement**

The Agreement is binding on the Parties and their legal successors. The Customer shall not assign its contractual rights and obligations to a third party without the consent of SEB. However, SEB may, without the Customer's consent, assign either all or part of its rights and obligations under this Agreement to a member of the SEB Group.

#### **5.15 Termination and cancellation of the Agreement**

The Customer is entitled to terminate an Agreement in five (5) calendar days after receipt of a notice of termination by SEB. Upon termination of an Agreement by the Customer, the Agreement is terminated at the latest in one (1) month after the Customer's Securities held in custody and funds are transferred to the account operator, bank or investment firm instructed by the Customer, and the Customer no longer has Securities in custody at, nor funds held with, the Bank.

SEB is entitled to terminate this Agreement in one (1) month after receipt of a notice of termination by the Customer. The notice of termination shall be delivered verifiably in writing.

A Party is entitled to annul an Agreement with immediate effect if the other Party:

1. has materially failed to meet its obligations under the terms of an Agreement or has otherwise materially breached the terms of an Agreement; or
2. is placed in reorganisation, liquidation or bankruptcy or if there is other justifiable cause to suspect that the other Party has become insolvent.

Following the notice of termination or cancellation of an Agreement, all pending orders are terminated unless otherwise agreed between the Parties. Pending orders, the execution of which has been initiated, shall be completed and cleared.

The Bank shall transfer the Customer's assets in its possession to the Customer provided that the Customer has first paid to the Bank any receivables owing by

the Customer under the terms and conditions of an Agreement.

The Customer shall inform the Bank of the account operator, bank or investment firm to which the Securities shall be transferred upon expiry of an Agreement. If the Customer does not provide such information on the new service provider and does not respond to an inquiry relating thereto, the Bank is entitled to, following the expiry of the notice period or cancellation of an Agreement, liquidate the Securities of the Customer and deposit related funds on behalf of the Customer or transfer the book-entries of the Customer, to the extent possible. The Bank is entitled to retain the amount of Securities that covers the receivables of SEB owing by the Customer.

In case of a derivatives transaction or other transaction involving a third party towards which the Asset Manager has obligations, the Asset Manager is entitled to, at its own discretion, take necessary actions to minimise possible losses by, for example, closing the derivatives account position of the Customer.

#### **5.16 Settlement of disputes and applicable law**

Any disputes arising out of the terms and conditions of the Agreement shall be settled in arbitration by one arbitrator in Helsinki if the amount of the dispute exceeds ten thousand (10,000) euros. If the Parties are unable to agree on the arbitrator, it shall be appointed by the Finland Chamber of Commerce.

Other disputes between the Parties shall be settled by the District Court of Helsinki.

The Agreement is governed by the laws of Finland.

#### **5.17 Customer protection in the compensation scheme**

SEB belongs to the investor compensation scheme governed by Swedish law which covers all private persons and legal entities, excluding e.g. specifically defined financial institutions. The Customer is entitled to compensation if the Bank goes bankrupt and the Customer does not receive securities or assets which the Bank is obliged to keep separate from its own assets. The maximum compensation amounts to SEK 250,000 per customer.