

# GENERAL PROVISIONS FOR TRADING AGREEMENTS

#### 1. BANKING DAY

"Banking day" means any day which in Sweden is not Sunday or a public holiday or which, with respect to the payment of a debt instrument, is not the equivalent of a public holiday (such days currently being Saturdays, Midsummer's Eve, Christmas Eve, and New Year's Eve).

### 2. FEES AND COSTS, ETC.

Fees for the performance of the Bank's services according to the Trading Agreement are payable as agreed at the time the agreement is entered into or as subsequently agreed or notified to the Client in the manner stated in these General Provisions. Fees, costs and disbursements shall be debited in Swedish crowns from the Client's account.

The Bank's price list in effect from time to time, which may be obtained from the Bank upon request, contains details of current fees.

The Client shall compensate the Bank for its costs and expenses associated with the Bank's services pursuant to the Trading Agreement and shall compensate the Bank for any costs and expenses relating to the Bank's services under the Trading Agreement which the Bank has incurred in maintaining and collecting the Bank's claims against the Client.

#### 3. ORDERS

A request ("order") from the Client regarding the execution of a securities trade shall be made in the manner set forth under the heading "Submitting orders" in the General Terms and Conditions regarding Trading in Financial Instruments.

# **4.** AMENDMENTS TO THESE GENERAL PROVISIONS AND CHANGES IN FEES

Amendments to these General Provisions, terms and conditions or changes in the Bank's fees shall take effect two months after the Client is deemed to have received notice pursuant to the General Provisions.

Where the Client does not accept the amendment or change, the Client shall be entitled to terminate the agreement with the Bank within the aforementioned period of time with immediate effect.

## 5. TERMINATION

The Bank may terminate the Trading Agreement effective two months after the Client is deemed to have received notice of termination pursuant to these General Provisions. The Client shall be entitled to terminate the Trading Agreement effective one month after the Bank is deemed to have received notice of termination pursuant to these General Provisions. Upon termination of the Trading Agreement, the parties shall immediately settle all of their obligations pursuant to these General Provisions. However, the Trading Agreement shall remain in force in appropriate parts until such time as both parties have performed all of their obligations to the other party. In addition, either the Bank or the Client may terminate orders which have not yet been executed pursuant to these General Provisions with respect to a particular security, subject to the same terms and conditions as stated above.

Notwithstanding the provisions of the foregoing paragraph, either party may terminate the Trading Agreement with immediate effect if the other party is in material breach of the Trading Agreement. In conjunction therewith, each breach of contract which has not been remedied as soon as possible, notwithstanding a demand to do so, shall be deemed to constitute a material breach of contract.

The Bank may also terminate the Trading Agreement with immediate effect in the event of any changes in the Client's tax domicile as a consequence of which the Bank is no longer able to perform its obligation to take tax measures on behalf of the Client or where the performance of such obligation is rendered significantly more onerous.

## 6. NOTICES, ETC.

#### Notices from the Bank

The Bank gives notices to the Client by registered letter or ordinary letter posted to the client's address in the National Population Register (or the equivalent) or, where this is not possible, to the address stated in the Trading Agreement. The Client and the Bank may also agree that notices will be sent to a different address.

The Bank is also entitled to give notice to the Client by email to an email address stated by the Client, other e-mail address or via another electronic means of communication notified by the Client to the Bank where the Bank deems such communications appropriate.

Notices sent by the Bank by registered letter or ordinary letter shall be deemed to have been received by the Client not later than the fifth bank day after dispatch, provided the letter is sent to the address stated above.

Notices by email, fax, S.W.I.F.T., Internet or other electronic communications shall be deemed to have been received by the client upon dispatch provided such notice is sent to the number or electronic address provided by the client. In the event the Client receives such notice at a time after the Bank's normal office hours in Sweden, the Client shall be deemed to have received the notice at the commencement of the following bank day.

# Notice to the Bank

The Client may provide notice to the Bank e-mail, or by sending a letter. Letters to the Bank must be addressed to the address stated in the Trading Agreement. Notice from the Client shall be deemed to have been received by the Bank on the bank day on which the notice arrives at the aforementioned address. The Bank shall also in other cases be deemed to have received the notice from the Client where the Client can prove that the notice was sent in an appropriate manner. In such cases, the Bank shall be deemed to have received the notice on the bank day on which the Client can prove that the Bank should have received it.

With respect to notices regarding complaints and termination of agency services which a consumer has submitted in its capacity as a non-professional client according to the Bank's categorization pursuant to the Securities Market Act (2007:528), notice is valid if the Client can prove that it was sent in an appropriate manner, notwithstanding that the notice was delayed, distorted, or did not arrive. However, in the event the Client has cause to assume that the Bank did not receive the notice or that it has been distorted the Client shall resend the notice to the Bank

## 7. ASSIGNMENT

Neither party may assign its rights or obligations pursuant to the Trading Agreement without the prior written consent of the other party. The Bank shall be entitled to assign its rights or obligations under the Trading Agreement to a company within the same corporate group or other company as a consequence of any procedure under company law.





# 8. GOVERNING LAW, ETC.

The interpretation and application of the Trading Agreement and these General Provisions for Trading Agreements shall be governed by Swedish law.

Disputes arising from the above agreement, etc. shall be adjudicated by Swedish courts. However, the Bank may commence juridical proceedings in another country.