

# Terms and Conditions for Custody Accounts

Applicable from 1 March 2018

These terms and conditions (the **Terms**) apply to custody accounts opened by a customer (the **Customer**) with Danske Bank according to an agreement on custody accounts and trading in financial instruments (the **Agreement**).

Together, the Agreement and these Terms form a single agreement referred to as the **Custody Documents**.

Danske Bank provides the service described in these Terms (the **Service**) with regard to financial instruments placed in custody with Danske Bank.

In the event of discrepancy between these Terms and the Agreement, the Agreement will prevail.

## 1. Scope

### 1.1. Dematerialised and other financial instruments

The Service is provided with regard to dematerialised financial instruments registered with a central securities depository (a **CSD**) and such other financial instruments as accepted by Danske Bank.

The financial instruments included by the Service are being held by Danske Bank via a CSD with whom Danske Bank acts as account controller or via a custodian appointed directly or indirectly by Danske Bank (a **Sub-custodian**).

Danske Bank does not provide the Service in respect of financial instruments registered as "special items" in the custody account (a **Special Item**). Custody service in respect of a Special Item are governed by the separate terms and conditions applying to temporary and sealed safe deposits which are handed out separately.

### 1.2. Special custody account types

Certain custody accounts, for instance pledged custody accounts, trust custody accounts, pension custody accounts, employee share custody accounts and mortgage deed custody accounts are governed by separate legislation and additional terms and conditions not set out in these Terms.

## 2. The custody account

### 2.1. Required information and documents

When opening a custody account, the Customer must provide Danske Bank with the Customer's name, address and civil or corporate registration number, as applicable.

Documentation for the registration number must be provided. For civil registration numbers, documentation must be a copy of the Customer's passport or other official document containing the civil registration number. For corporate registration numbers, documentation must be an extract from the local commerce and companies agency or a copy of another type of official document containing the pre-printed corporate registration number.

The Customer and/or the person(s) authorised to operate the custody account must provide Danske Bank with a specimen signature.

Danske Bank may request further information as required from time to time, including documents and information that Danske Bank is required to obtain under anti-money laundering regulations and other applicable rules and regulations, or that are necessary in order for Danske Bank to provide the Service.

The Customer is responsible for the accuracy and completeness of information provided to Danske Bank pursuant to the Custody Documents and for providing such information in a timely manner as requested by Danske Bank. The customer relationship is conditional upon Danske Bank's receipt of the requested information and the accuracy and completeness of that information.

The Customer must immediately notify Danske Bank in writing of any changes to information and documents provided to Danske Bank pursuant to the Custody Documents and provide the relevant documentation for such changes.

### 2.2. Mandatory cash account

In addition to the custody account, the Customer must open with Danske Bank one or more cash account(s) (a **Cash Account**). A Cash Account is linked to the custody account in accordance with the instructions of the Customer and is governed by separate account terms.

### 2.3. Deposit and safekeeping

Danske Bank registers ownership of a financial instrument in a custody account only in accordance with the Customer's instructions. Danske Bank does not verify whether a financial instrument submitted or transferred for custody is the property of the Customer or is otherwise at the Customer's disposal. Furthermore, Danske Bank does not verify the authenticity of physical financial instruments - neither Danish nor Foreign Financial Instruments.

If so instructed by the Customer, Danske Bank will return a physical financial instrument held in custody to the Customer. The return of a physical financial instrument may be subject to a delivery period of up to several days.

Financial instruments issued through a CSD with whom Danske Bank acts as account controller are held in custody in a custody account, which is automatically linked to an account with the CSD in question.

#### 2.4. Omnibus accounts

By agreeing to the Custody Documents, the Customer authorises Danske Bank to safekeep any of the Customer's financial instruments in an omnibus account with financial instruments belonging to one or more of Danske Bank's other customers or other third parties. This applies to all financial instruments, whether held via a CSD with whom Danske Bank acts as account controller or a Sub-custodian.

A financial instrument held in an omnibus account is held in the name of Danske Bank or its Sub-custodian, and the financial instruments in the account are registered as belonging to multiple customers of Danske Bank or the relevant Sub-custodian.

The Customer cannot register a financial instrument held in an omnibus account by name or exercise individual rights pertaining to such financial instrument, such as the right to attend general meetings or the right to vote. Nor is the Customer individually entitled to the compensation referred to in section 14, as any such compensation is paid to the omnibus account as a whole. Consequently, compensation to customers whose financial instruments are held in an omnibus account is distributed in proportion to the total value of the omnibus account.

The books and records of Danske Bank will state from time to time who the financial instruments registered in an omnibus account are held on behalf of.

For further information about the costs and level of protection associated with an omnibus account and a segregated account, respectively, please see Danske Bank's website.

#### 2.5. Customer consent

Both the Customer and Danske Bank are bound by the general terms and conditions of CSDs and Sub-custodians. Hence, the Customer authorises Danske Bank to disclose the Customer's name, address and other information, including details about the Customer's holding of financial instruments, to

- (i) a Sub-custodian
- (ii) a CSD
- (iii) the issuer of a financial instrument; or
- (iv) any other relevant third person or governing body, etc.

to the extent that such information is required

- according to applicable legislation in the relevant country; or
- in order for Danske Bank to provide the Service

in each case provided that such disclosure is not in itself prohibited by applicable law.

#### 2.6. Other conditions

Danske Bank ensures that the Customer's financial instruments deposited by the bank with a third party are identifiable separately from financial instruments belonging to Danske Bank and the third party, respectively, by means of differently titled custody accounts in the books and records of the third party.

Danske Bank is authorised to trade a financial instrument in the Customer's custody account only in accordance with the Customer's instructions and/or the Custody Documents. This also applies if Danske Bank holds the financial instrument in custody via an omnibus or a segregated custody account established with a third party.

If necessary, Danske Bank may delegate to a CSD or a Sub-custodian the authority to trade a financial instrument at

the Customer's account in accordance with the Customer's instructions and/or the Custody Documents.

Moreover, Danske Bank is authorised to take any action required on behalf of the Customer in order to comply with applicable law in any given jurisdiction or in order for Danske Bank to provide the Service.

### 3. Financial instruments registered with VP Securities

Unless otherwise stated, this Section 3 applies to all financial instruments, whether issued via the Danish CSD, VP Securities A/S (**VP Securities**) or not, insofar as the financial instruments are registered with VP Securities.

VP Securities establishes rules specifying the financial instruments that qualify for registration with VP Securities. The rules are subject to the approval of the Danish Financial Supervisory Authority.

The rules on VP Securities are set out in Regulation (EU) no. 909/2014 of the European Parliament and of the Council of 23 July 2014 (the **CSDR**) as well as the Danish Capital Markets Act and related executive orders. More information about the rules and VP Securities' book-entry system is available on VP Securities' website.

#### 3.1. Custody account with VP Securities

Danske Bank acts as account controller in respect of custody accounts with VP Securities.

Financial instruments registered with VP Securities are held by Danske Bank with VP Securities in a segregated custody account in the name of the Customer. Notwithstanding this, Danske Bank may, for the purpose of settling transactions regarding such financial instruments, via an entity to which VP Securities has outsourced all or part of its settlement services (for example TARGET2-Securities (T2S), which is a

pan-European platform for securities settlement), hold the financial instruments in an omnibus account in the name of Danske Bank on behalf of multiple customers during the settlement procedure.

Registration of rights to dematerialised financial instruments registered with VP Securities are a precondition for obtaining protection against an assignee in good faith and creditors. These rights include title, security rights, and rights under pledges and other legal charges. Registration must be made for the account with VP Securities in which the financial instruments are or are to be registered.

### 3.2. Requests and documentation

Requests for registration of rights over a financial instrument registered in an account with VP Securities must be submitted to one of Danske Bank's Danish branches (addresses are available on Danske Bank's website), but cannot be submitted to exchange bureaus and similar sub-offices.

A request must be submitted within Danske Bank's normal business hours (as determined by Danske Bank from time to time). Requests received outside normal business hours are considered to have been received at the beginning of the next day on which banks in Denmark are generally open for business.

A request for registration must be made in writing or via an online banking service provided by Danske Bank (Danske eBanking, Business Online or the like) and cannot be submitted by telephone, fax, e-mail or any other electronic means of communication unless Danske Bank specifically consents to that.

If so requested by an applicant, Danske Bank will confirm in writing the time of receipt of the applicant's request.

In order to register a right over a financial instrument in a custody account with VP Securities, Danske Bank must receive documentation showing that

- the alleged right holder is entitled to request registration of the rights in question;
- the subject matter of the request can be registered; and
- the alleged right is valid

Danske Bank is entitled to require additional information and/or documentation before completing the registration and processing it.

### 3.3. Review and registration

If Danske Bank receives a request for registration of a right in respect of a financial instrument or custody account, Danske Bank performs a review (in Danish: *prøvelse*) of the request. Such a review is subject to applicable law.

If Danske Bank rejects a request for registration, Danske Bank informs the applicant of the reason for rejection.

If a request covers only some of the financial instruments registered in a custody account, Danske Bank is entitled to open a new custody account in the name of the Customer, transfer the financial instruments in question to the new account, to which these Terms apply, and to register the right on said account.

Danske Bank submits the request to VP Securities for VP Securities' final review of the request.

The legal effect of registration commences at the time of completion of VP Securities' final review. If VP Securities has outsourced all or part of its settlement services to a public unit, in accordance with article 30(5) of the CSDR (for example T2S), the legal effect of registration commences at

the time of registration at the unit to which the settlement services have been outsourced.

If VP Securities rejects the request, the applicant is informed of the reason for rejection.

If the request conflicts with another right, VP Securities registers the right in the request with a written qualification (in Danish: *anmærkning*).

### 3.4. Registration by name of a Danish Financial Instrument

Shares, units of collective investment schemes and similar Danish Financial Instruments may be issued as either registered by name (in Danish: *navnenoterede*) or bearer (in Danish: *ihændelever*) financial instruments.

Unless otherwise instructed by the Customer, and to the extent possible, Danske Bank registers Danish Financial Instruments issued as registered by name in the name of the account holder by the keeper of the issuer's owner's register, when the Customer has acquired the financial instrument from Danske Bank. Danish Financial Instruments issued as registered by name and acquired by the Customer from a third party will, to the extent possible, be registered in the name of the Customer by the keeper of the issuer's owner's register only if this has been separately agreed with Danske Bank.

As an alternative to requesting Danske Bank to register a financial instrument in the name of the Customer with the keeper of the issuer's owner's register, the Customer, or any other person entitled to do so, may instruct Danske Bank to initiate the registration of said Danish Financial Instruments in the name of a third party (a **Nominee**).

A Nominee acts as the Customer's representative and receives admission cards and ballot papers for the general meetings of the issuer as well as announcements and other

information. The Customer's ownership rights and economic rights are not impaired by the use of a Nominee.

Danske Bank may register bearer financial instruments by name and modify registrations of financial instruments by name in the issuer's owner's register only if so instructed by the Customer or a person duly authorised to do so.

The Customer may require written confirmation of the registration of the name for the relevant financial instrument and the date of the registration by the keeper of the issuer's owner's register.

Rights to vote at general meetings are often conditional upon registration by name for a specified period preceding the general meeting. The registration by name becomes effective on the day of receipt by the keeper of the issuer's owner's register.

Upon selling shares, units of collective investment schemes and similar Danish Financial Instruments registered by name, Danske Bank automatically arranges for the deletion of the registration by name in the issuer's owner's register.

Bonds issued via VP Securities cannot be registered in the name of the holder.

### 3.5. Registration by name of a Foreign Financial Instrument

Registration by name of non-Danish shares, units of collective investment schemes and similar financial instruments registered with VP Securities, is possible only if the issuer has accepted the registration system under Danish law (that allows anonymous ownership) and if permitted by the law of the issuer's home jurisdiction.

A bond, which is registered but not issued via VP Securities, cannot be registered by name, even if this is possible in the issuer's home jurisdiction.

### 3.6. Selection and deselection of messages

Danske Bank is obliged to notify the Customer when a registration regarding the custody account is made or amended, for example pledging of the account, interest payments or drawings of bonds safe-kept on the custody account. The Customer already receives much of the information included in such notifications from Danske Bank.

To avoid sending the same information to the Customer twice, Danske Bank considers the Customer to have deselected notifications regarding

- portfolio changes arising from trading
- portfolio changes arising from receipt of subscription rights
- portfolio changes arising from changes in securities ID codes
- interest payments on bonds, if Danske Bank has previously advised the Customer of the interest payments
- drawings of bonds at the time of publication; and
- portfolio changes (P10) arising from bonds maturing or the ordinary drawing of bonds

By separate agreement with Danske Bank, the Customer may select the deselected notifications and/or deselect other notifications regarding changes to the custody account.

### 4. Danish Financial Instruments not registered with VP Securities

Danske Bank registers Danish Financial Instruments not registered with VP Securities in the Customer's custody account if the physical financial instruments are deposited with Danske Bank.

If possible, Danske Bank can arrange for the registration of shares and similar financial instruments by name, in each case subject to separate agreement with the Customer.

Safekeeping of financial instruments registered in a name other than the Customer's name requires a separate agreement with Danske Bank.

Danske Bank's handling of documents regarding transferable mortgages/letters of pledge secured on real property/chattels placed in custody with Danske Bank are governed by additional terms and conditions not set out in these Terms.

### 5. Foreign Financial Instruments not registered with VP Securities

The Customer is subject to laws and common practices applicable to the issuer of a Foreign Financial Instrument, a CSD or a Sub-custodian to the same extent as Danske Bank.

The conditions for protection against competing rights in respect of Foreign Financial Instruments not registered with VP Securities may vary from one jurisdiction to another.

Applicable foreign law may set forth specific requirements in order for a right to be valid, enforceable and/or protected against competing rights. The Customer is at all times responsible for complying with such acts and requirements.

#### 5.1. Account structure

Where possible, Foreign Financial Instruments that are not registered with VP Securities are held by Danske Bank in an omnibus account with a CSD or a Sub-Custodian, unless otherwise agreed.

In jurisdictions where omnibus accounts cannot be maintained, Danske Bank will hold Foreign Financial Instruments not registered with VP Securities in a segregated account with a CSD or a Sub-custodian. Such a account is opened in the name of Danske Bank on behalf of the Customer.

## 5.2. Liability

If Danske Bank has appointed a Sub-custodian, Danske Bank is liable for the solvency of that Sub-custodian. Danske Bank also assumes liability for any errors that are acknowledged by the Sub-custodian or established in a final court order. In other circumstances, Danske Bank cannot be held liable, unless this is legally required.

## 5.3. No name registration

The Customer cannot register a Foreign Financial Instrument held in an omnibus account or in a segregated account in the name of Danske Bank by name or exercise individual rights pertaining to such financial instrument, such as the right to attend general meetings or the right to vote, unless otherwise agreed.

Danske Bank does not inform the Customer of annual or extraordinary general meetings or special announcements concerning the issuer of a Foreign Financial Instrument, unless separately agreed.

## 5.4. Risk disclosure

In some markets outside the EEA, the Sub-custodian or other business partners of Danske Bank may have security or rights of set-off in respect of financial instruments or funds belonging to the Customer and in associated claims. In such case, the Sub-custodian or such other business partners of Danske Bank may be able to exercise these rights in respect of the Customer's financial instruments or funds.

## 6. Corporate actions

### 6.1. General

A corporate action is an event that brings change to a company and affects its stakeholders, including shareholders or bondholders, that is, payment of dividend or interest and the issuance of rights, including rights to

subscribe for new shares or bonds, etc. Some corporate actions take place without involving the stakeholders, that is, payment of dividend or interest – while some require stakeholders to submit a response, that is, subscription rights and purchase offers.

Danske Bank provides the Customer with written information about a corporate action event associated with the financial instruments held by Danske Bank on behalf of the Customer (a **Notification**). Notifications are provided on the terms set forth in these Terms and only to the extent stipulated therein.

At the sole discretion of Danske Bank, a Notification is provided in either a separate written message or included in other written messages from Danske Bank to the Customer, for example in an account statement. If possible, a Notification may be sent via an online banking service provided by Danske Bank (Danske eBanking, Business Online or the like), or by electronic messaging systems or e-mail.

The Notification is submitted to the Customer as soon as practically possible following Danske Bank's receipt of the relevant information. Danske Bank is dependent on receiving the information from third parties such as (without limitation) CSD's, Sub-custodians or stock exchanges. Danske Bank may thus not always be able to notify the Customer before the corporate action event takes place.

Danske Bank may not send a Notification to the Customer if Danske Bank receives the relevant financial instruments for safekeeping after Danske Bank has received information about the corporate action event in question.

A Notification is for information only and is not under any circumstance to be considered a recommendation or offer from Danske Bank.

Where relevant, the Notification will state at which point in time new shares or cash, as the case may be, will be available to the Customer on the custody account or the Cash Account, as applicable.

If the participation corporate action requires the Customer to submit a response to Danske Bank, the following applies:

Danske Bank sends a Notification only if, in the opinion of Danske Bank, such Notification can be sent in due time for the Customer to react within the deadline(s) known to Danske Bank.

Where relevant, the Notification contains a default option, which Danske Bank will follow if Danske Bank does not receive any other instruction from the Customer within the time limit stated by Danske Bank in the Notification.

Danske Bank carries out the Customer's instruction, if any, and if received within the time limit stated in the Notification and given in accordance with the instructions described therein, always subject, however, to any restrictions as set out in section 6.5 .

Danske Bank is not obliged to execute an instruction from the Customer in relation to a corporate action event, if the Customer has not placed sufficient funds in the Cash Account to cover the execution of such instruction.

### 6.2. Authorisations to Danske Bank

The Customer authorises Danske Bank to deposit or withdraw (as applicable) any financial instruments comprised by a corporate action event to or from the custody account in accordance with the terms of the event.

Furthermore, Danske Bank is authorised to deposit or withdraw (as applicable) any cash amount following from a

corporate action event and debit or credit (as applicable) such amount to the relevant Cash Account.

### 6.3. Dividends and income

#### 6.3.1. Cash

Subject to Sections 7 and 11, dividends on shares and units of collective investment schemes, less tax payable, are credited to the relevant Cash Account.

A dividend payment on shares and units of collective investments schemes issued with VP Securities is credited to the Cash Account no earlier than on the third business day after the date on which the dividend proposal was passed. A dividend payment on other shares and units of collective investment schemes is credited to the Cash Account on Danske Bank's receipt of the amount.

Subject to Sections 7 and 11, income and proceeds from redeemed bonds less tax payable are paid into the Cash Account on the due date subject to Danske Bank's receipt of the amount.

Notwithstanding the above, Danske Bank converts cash income received in a currency other than a currency in which a Cash Account is denominated in accordance with Section 8. Consequently, the time at which the cash income is credited to the Cash Account may be postponed if an amount has to be converted.

#### 6.3.2. Dividends in the form of units or shares

Danske Bank will not exercise the Customer's right to reinvest dividends from units of collective investment schemes unless expressly agreed on and only with regard to certain units of collective investment schemes issued in Denmark.

If a foreign issuer of shares and the market in which the shares are issued allow the Customer to receive dividends in

the form of shares, Danske Bank may exercise the Customer's right to such dividends according to separate agreement. If the Customer has not entered into such an agreement and if the issuer allows the Customer to receive dividends in the form of shares, Danske Bank sends a Notification to the Customer.

Danske Bank credits fractional financial instruments received in connection with a corporate action event as cash amounts to the Cash Account.

### 6.4. Special conditions for Financial Instruments registered with VP Securities

Further to Sections 6.1-6.3, this Section 6.4 applies to financial instruments issued in the form of shares or bonds that are registered with VP Securities. In the event of discrepancy between this Section 6.4 and the foregoing Sections, this Section 6.4 will prevail.

#### 6.4.1. New issues and bonus shares

Danske Bank issues a Notification to the Customer if an offer to subscribe for new shares and/or bonds, including convertible bonds, with pre-emptive rights for existing shareholders or bondholders is published or if a notice is published stating that new bonus shares will be issued.

Where relevant, the Notification states from which point in time the new shares will be available at the Customer's custody account.

Within the time limit stated in the Notification, the Customer must inform Danske Bank whether the Customer wants to

- subscribe for new shares or bonds or take delivery of bonus shares;
- sell subscription or bonus share rights; or
- buy or sell fractional subscription or bonus share rights (in each case, as applicable).

If Danske Bank does not receive the Customer's instructions within the time limit stated in the Notification and in accordance with the guidelines described in the Notification or if sufficient funds to carry out the instruction of the Customer are not available, Danske Bank

- is entitled, but not obliged, to sell the subscription rights on behalf of the Customer; or
- takes delivery of the largest possible number of bonus shares and sells any fractional bonus share rights for the Customer's account.

Danske Bank does not assume any liability for the completion of such sale. If Danske Bank estimates that the value of the subscription rights is lower than the costs to sell, Danske Bank may decide not to sell the subscription rights.

On expiry of the subscription period, unused rights registered with VP Securities will lapse and be deleted. The Customer will not be notified of the deletion.

Unused bonus share rights registered with VP Securities may be deleted without notice to the holder.

### 6.5. Restrictions

Participation in a corporate action event may be restricted. For example, participation may be limited to persons residing in certain jurisdictions and/or to certain categories of owners. Moreover, there may be legislation in force in the jurisdiction where a Customer is domiciled or located, which preclude the Customer from participating in a corporate action event.

Danske Bank does not assess whether or not a restriction applies to the Customer.

The Customer is responsible for assessing whether the Customer is entitled to participate in a corporate action event or not. Nonetheless, Danske Bank may decide not to notify the



Customer or deny the Customer participation in a corporate action event if Danske Bank concludes that a restriction prevents that.

Notwithstanding the foregoing, subscription rights to shares can be registered in a custody account even though the Customer is not legally entitled to receive or exercise such subscription rights.

Danske Bank does not assume any liability or responsibility for losses imposed on or incurred by the Customer as a consequence of restrictions.

The Customer undertakes at any time to indemnify Danske Bank for any loss incurred by Danske Bank as a consequence of the Customer's participation in a restricted corporate action event in contravention of applicable law.

For the purpose of assessing whether or not a restriction applies, Danske Bank will assume that the Customer resides on the most recent address, which the Customer has provided to Danske Bank.

#### 6.6. Tax

Tax on both interest and cash dividends is withheld in accordance with the rules and rates that apply in the issuer's country of residence. This applies to both Danish and Foreign Financial Instruments. Consequently, dividends and interest paid to the Cash Account are paid less any applicable default withholding tax.

Unless otherwise stated in these Terms or separately agreed, Danske Bank is not responsible for applying for tax relief or reclaim of tax withheld.

If dividend securities in respect of a Foreign Financial Instrument are issued on the basis of a pre-tax dividend

amount, the tax payable on dividends is paid from the Cash Account, even if this results in such Cash Account becoming overdrawn.

##### 6.6.1. Relief at source in certain markets

Danske Bank will, on behalf of the Customer, seek to obtain a reduction of the foreign tax rate on returns (by relief at source) on financial instruments issued in any market and held in a custody account, if such reduction as determined by Danske Bank from time to time can be obtained without further

- controls by Danske Bank;
- reporting from Danske Bank to local authorities; and
- documentation from or involvement of the Customer

other than to a very limited extent (such as the Customer's provision of maiden name or name of parents) (the **Tax Service**).

The Tax Service is provided in accordance with general procedures as stipulated by a Sub-custodian at any given time for the relevant market.

The Tax Service includes a reduction of foreign tax only. Danske Bank thus cannot provide for a reduction of tax withheld in the Customer's country of residence.

In the event that the Tax Service does not result in a reduction of the foreign tax rate on returns, Danske Bank does not inform the Customer of this.

The Tax Service may take effect with a time lag. Once the Tax Service takes effect for the custody account in relation to the financial instruments issued in a specific jurisdiction, the reduced foreign tax rate will apply to returns on said financial instruments from that point in time and onwards.

Danske Bank is not liable

- a) if the Tax Service does not result in tax relief for the Customer
- b) for any loss incurred by the Customer due to Danske Bank's provision of the Tax Service on the basis of incorrect or incomplete information from the Customer; or
- c) if the Customer in any other way than by obtaining the Tax Service from Danske Bank would be entitled to tax relief.

The Customer must indemnify Danske Bank for any loss Danske Bank may incur in its provision of the Tax Service caused by incorrect or incomplete information from the Customer.

#### 7. Reversal of an amount or financial instrument

The crediting of an amount to a Cash Account and the depositing of a financial instrument in a custody account are subject to Danske Bank's actual receipt of the amount or financial instrument (as applicable). If Danske Bank does not receive an amount or financial instrument, the bank may reverse the entry to the fullest extent permitted by law.

Danske Bank's right to reverse an entry applies even if this is not specified in the account statement or other notices.

#### 8. Conversion of currency amounts

Amounts received by Danske Bank on behalf of the Customer in a currency for which the Customer has no Cash Account are converted into DKK and subsequently paid into the Cash Account denominated in DKK, unless Danske Bank, at the request of the Customer, agrees to convert the amount into another currency for which the Customer has a Cash Account.

Danske Bank may convert the amount up to two (2) business days before crediting the amount to the Cash Account.

Danske Bank sets the exchange rate on the basis of the bank's quotation on the day of conversion. Danske Bank publishes its quotations daily on its website.

Danske Bank deducts a margin from the exchange rate and then credits the converted amount to the relevant Cash Account. Similarly, Danske Bank adds a margin to the exchange rate when Danske Bank converts amounts to be debited to the Cash Account.

## 9. Instructions

Unless otherwise stated in the Custody Documents or in a Notification, the Customer may send instructions to Danske Bank only via an online banking service provided by Danske Bank (Danske eBanking, Business Online or the like), or by using reply forms received from Danske Bank. Instructions cannot be provided by telephone, fax, e-mail or any other electronic means of communication unless Danske Bank specifically consents to that.

If the Customer sends instructions to Danske Bank through an authorised third party, the Customer cannot raise a claim against Danske Bank on the basis of Danske Bank's correct execution of such third party's instructions.

## 10. Communication

Unless otherwise agreed, Danske Bank may communicate with the Customer via e-mail, letter or fax and by using the address provided by the Customer.

By providing its e-mail address to Danske Bank, the Customer is deemed to have consented to the receipt of e-mails from Danske Bank, which are not encrypted or password-protected. Any changes to an address already submitted to Danske Bank must be provided by the Customer with a notice of at least five business days.

If the Customer chooses to use unencrypted e-mail or fax to communicate with Danske Bank, the Customer accepts that

- the communication risk associated with fax or e-mail is borne by the Customer, including the risk of the e-mail or fax being corrupted, modified, garbled or hacked, and the risk of the confidentiality of such e-mail or fax being breached by a third party; and
- Danske Bank is not liable for errors or losses resulting from forgery or distortion of a fax or e-mail, distorted or forged signatures or other forms of improper or unlawful action.

## 11. Fees and costs

Unless otherwise agreed, Danske Bank charges the Customer fees for the Service provided. Fees are charged in accordance with Danske Bank's list of charges as amended from time to time.

The current list of charges is available at Danske Bank's branches and on Danske Bank's website. All fees are listed exclusive of VAT, unless otherwise stated.

Fees are payable semi-annually in arrears unless otherwise agreed.

Danske Bank may supplement and amend its charges in accordance with Danske Bank's General Conditions or General Conditions – Consumers applicable from time to time or according to separate agreement (as applicable).

Moreover, Danske Bank may, without giving notice, charge the Customer for any costs and fees imposed on Danske Bank by third parties (for example Sub-custodians) in respect of the Service provided by Danske Bank, with the addition of VAT, if relevant. Danske Bank deducts costs and fees incurred in connection with a corporate action event from the proceeds

from said event and credits the residual amount to the relevant Cash Account.

The Customer authorises Danske Bank to charge all fees and costs in respect of the Service to the Cash Account, even if this results in a Cash Account becoming overdrawn.

## 12. Statements etc.

### 12.1. Quarterly statement

Danske Bank sends a statement to the Customer on a quarterly basis. The statement contains a summary of the Customer's custody account(s). The statement is provided as a separate statement or is included in a report otherwise provided by Danske Bank.

### 12.2. Account statement

Statements relating to a Cash Account are sent to the Customer in accordance with the terms and conditions applicable to such account.

### 12.3. Fee notes

Danske Bank sends a fee note to the Customer semi-annually specifying the fees payable by the Customer for the preceding six months.

## 13. Termination

The Customer may terminate the Agreement with immediate effect by giving written notice to Danske Bank.

Danske Bank may terminate the Agreement by giving 90 calendar days' written notice to the Customer.

If the Agreement is terminated, the Customer bears the costs, if any, of transferring financial instruments in the custody account to another custodian.



#### 14. Compensation

Losses suffered by the Customer as a result of a registration error or any similar action or omission by Danske Bank, a Sub-custodian or the CSD through which a financial instrument is issued are covered by the rules on compensation set forth by applicable law. As described in section 5.2, Danske Bank is liable for certain errors made by a Sub-custodian but not for errors made by a CSD.

#### 15. Investor protection

If Danske Bank becomes subject to bankruptcy or any similar event, the Customer is generally entitled to claim its financial instruments from the relevant custody account with Danske Bank on the basis of Danske Bank's registration of ownership. This applies both if the financial instrument is registered in an individual custody account with a CSD or a Sub-custodian and if it is registered in an omnibus account. In the latter case, however, the Customer can claim financial instruments only if there is no current dispute regarding the Customer's title to the instruments in question.

The Danish Depositor and Investor Guarantee Scheme covers losses if Danske Bank fails to return a financial instrument to the Customer. The Danish Act on a Depositor and Investor Guarantee Scheme stipulates that in such case, the guarantee scheme covers losses of up to EUR 20,000 per investor.

Please visit the website of the Danish Guarantee Fund for more information about the Depositor and Investor Guarantee Scheme.

If the CSD or the Sub-custodian with whom the Customer's financial instruments are held becomes subject to bankruptcy or any similar event, Danske Bank withdraws, if local insolvency law allows for this, the financial instruments registered by Danske Bank as belonging to the Customer on behalf of the Customer.

The Customer may be compensated for losses incurred as a consequence of a Foreign CSD or Sub-custodian's bankruptcy or any similar event by a non-Danish guarantee scheme if this is in accordance with applicable law in the relevant jurisdiction. As described in section 5.2, however, Danske Bank is liable for the solvency of a Sub-custodian but not for the solvency of a CSD.

As for financial instruments held in omnibus accounts, the compensation paid by guarantee schemes (whether Danish or foreign) is for the omnibus account as a whole and not for the individual registered as owner in Danske Bank's books and records.

#### 16. Changes to the Terms

Danske Bank may change or amend these Terms by giving 90 calendar days' written notice to the Customer.

#### 17. Applicability

These Terms apply to the Agreement unless otherwise expressly agreed between the Customer and Danske Bank.

Furthermore, Danske Bank's General Conditions or General Conditions – Consumers apply together with other terms and conditions and agreed documents as stated in the Agreement.

#### 18. Inconsistency

In case of discrepancy between Danske Bank's General Conditions or General Conditions – Consumers and these Terms with regard to the Service, these Terms will prevail.

#### 19. Governing law and jurisdiction

Any dispute arising out of or in connection with the Custody Documents (including a dispute relating to the existence, validity or termination of the Agreement) is subject to Danish law and the courts of Denmark have jurisdiction.