

# TERMS AND CONDITIONS FOR SECURITIES TRADES FOR BUSINESS

Effective from 3 January 2018

These terms and conditions apply to customers with Custody Account or who otherwise trade in financial instruments (excluding customers with a Master Agreement) with Danske Bank A/S, Irish Branch

## 1. INTRODUCTION

Danske Bank A/S, Irish Branch trading in the Republic of Ireland as Danske Bank (“the Bank”) is authorised by the Danish FSA in Denmark and is regulated by the Central Bank of Ireland for Conduct of Business Rules. The Bank’s address in Ireland is 3 Harbourmaster Place, IFSC, Dublin 1 (including its assignees, transferees and successors in title). We can be contacted by phone on +353 1 484 2660 .

The Central Bank of Ireland’s address is New Wapping Street, North Wall Quay, Dublin 1. The Danish FSA’s address is Finanstilsynet, Århusgade 110, 2100 København Ø, Denmark.

These terms and conditions (“Terms”) are supplemental to the Investment Terms of Business provided to you.

### Equities and Fixed Income Securities

The Bank’s Equities and Fixed Income Securities trading service is an execution-only service. We will not advise you on the merits of your investment decisions and do not accept responsibility for the consequences of your decisions or for the suitability of any investment in which you deal through this service. We make no representations and give no warranties as to the performance of any investment you may acquire through this service. You are fully responsible for determining the suitability of your

orders and your investment decisions. We are not required to assess the suitability of this investment and so you do not benefit from the relevant regulatory protections in this regard.

You should be aware that:

- (a) Only delayed price information is available.
- (b) All prices and quoted values are for indication use only and the price you receive may differ from that provided.
- (c) In some circumstances the price you receive can be significantly different from that provided at the time you place your trade.
- (d) The price of shares and other traded assets and any income from them can go down as well as up.
- (e) Past performance should not be taken as a guide to future performance.
- (f) You are not certain to make a profit.
- (g) You may make a loss.
- (h) You may not get back the full amount of your investments.
- (i) Changes in the rates of exchange between currencies may cause your investments to go down or up.

- (j) The insolvency of any broker or counterparty involved in your transactions may lead to positions being liquidated or closed out without your consent. You may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash.
- (k) You should ensure that no other risks need to be addressed.

These Terms outline the terms which apply when you trade the securities held in your Custody Account and/or the cash held in the Current Account associated with your Custody Account through the Bank’s securities dealing service.

These Terms will apply together with the Terms and Conditions for Custody Accounts. The Definitions and the General Terms set out in the Terms and Conditions for Custody Accounts will apply to all securities trades that you undertake pursuant to these Terms and Conditions as if they were set out in full and repeated in these Terms. In addition, if you trade through the Bank’s Business eBanking service, the Terms and Conditions and agreements relating to those services will each apply as appropriate. The Special Terms and Conditions- Corporates & Institutions (Current Accounts) will also apply to the associated Current Account(s). Amounts may be paid into and out of the associated Current Account on your instructions placed in accordance with Clause 5

(Placing of Orders) through any other current account that you hold with us.

At any time the Bank may change its terms and conditions where it has a valid reason to do so. We shall give you 30 days' notice, unless a shorter or longer period is required by law, rule or regulation. If you use our Business eBanking service, we can advise you by email or electronically or Business eBanking. Updated terms and conditions are also available on our website. By agreeing to these Terms, you consent to the provision of such information by posting a notice on our website.

Acceptance by us of, or instruction to sell or purchase an investment on any one or more occasion shall not require us to do so on a subsequent occasion.

We may set maximum and/or minimum limits from time to time in relation to the volume and transaction value of instructions, and to the payments over given times, which we are prepared to make.

## 2. COMMUNICATION

We will communicate with you under these Terms in writing, by email, via our website, via eBanking or other mailbox, by phone and in person.

All communications between you and us and any documents or other information we provide to you will be in English.

## 3. APPROPRIATENESS

If you are a Retail Client, the Bank will obtain information regarding your experience and knowledge in order to determine if the products and services envisaged are appropriate for you. If the financial instruments that your order relates to are 'non-complex' as defined in MiFID II, we may not be required to seek this information or undertake this assessment so long as we meet the relevant criteria under MiFID II.

## 4. THE BANK'S EXECUTION OF ORDERS

When executing orders on behalf of clients, we will take all sufficient steps to obtain the best possible result for you ("best execution") and will execute your order promptly in the period between 8 a.m. and 4 p.m. Irish Time for orders received by telephone. Orders received via eBanking may be executed outside of these times. Please refer to the Order Execution Policy which we have provided to you for further details. By placing a trade with us, you consent to our Order Execution Policy.

Please also see the Investment Terms of Business which has been provided to you.

Any execution of an order is not a representation as to our satisfaction regarding title to any Securities the subject of such order.

## 5. PLACING OF ORDERS

You can place orders through Business eBanking or by contacting us by telephone.

We recommend that you trade through Business eBanking for the purpose of ensuring that you are quickly identified and that your order is executed correctly.

If you submit orders by telephone, letter, email or fax, or even if you contact us in person, the risk of error or misplacement of order, or misunderstanding or delay will increase, and will under no circumstances be construed as negligence on our part and all orders that are submitted other than through our Business eBanking service are accepted entirely at your sole risk.

We will take instructions only from such persons which you identify as being authorised to give instructions on your behalf.

We will act on any instructions which we reasonably believe to be your instructions and we shall not incur

any liability for so doing, notwithstanding that such instructions may subsequently be found to be inaccurate, forged or unauthorised. We may act immediately on an oral instruction and you will be liable as if such instructions had been given in writing. All instructions are irrevocable and unconditional and we may act on them without liability.

Orders will normally be effected through a stockbroker or with a product company directly. If the stockbroker or product company cannot effect the transaction, we will notify you as soon as practicable.

We will act in good faith and with due diligence in our choice and use of counterparties.

We reserve the right to record telephone communications. These recordings may serve as evidence of agreements. When we have received your order, it is binding on you.

## 6. TRADING SECURITIES

In fulfilling its obligations under Clause 4 (The Bank's Execution of Orders), and subject to your instructions, the Bank will trade on best execution terms through Danske Bank A/S which may act as principal or as agent, through a broker or market maker and may choose the currency in which the transaction is settled. The Bank will charge brokerage in addition to any dealing costs and expenses incurred, in accordance with Clause 12 (Trading Charges).

Your order may be split or aggregated with other orders (including the orders of other Danske Bank Group companies and our and their employees) and may therefore be traded at different prices. Aggregation may on some occasions operate to your advantage and on others to your disadvantage.

Your order will be executed in accordance with the rules and regulations of the relevant market or exchange and the relevant requirements of the Markets in Financial Instruments Directive and all such steps may be taken as may be required or

permitted by such rules and regulations and/or by appropriate market practice.

Your order will be executed during the official opening hours of the relevant market with the limitation that for some markets we only operate between 8 a.m. and 4 p.m. (Irish time), so orders received hereafter will be executed the following business day. If the market is closed when we receive the order, we will not execute it until the market re-opens.

Your order will lapse if it cannot be executed on the day it is received in the relevant market. However, a limit order may be maintained until an agreed period has expired.

We may not be able to execute an order on your behalf for some considerable time due to prevailing market conditions (e.g. high volatility/trading volumes or otherwise), the illiquid nature of certain stocks and bonds, delays in order transmission and / or other circumstances beyond our control. There may be a significant difference between the indicative price quoted at the time of placing your order and the price at which your order is executed.

A confirmation will be sent to you whenever a transaction is undertaken, which will confirm execution of the transaction and set out essential information about it. We will also, upon request, provide you with information on the status of a particular transaction.

## 7. CONFLICTS OF INTEREST

Please see the Investment Terms of Business which has been provided to you.

## 8. LIMIT ORDERS

If you want to buy or sell at a specific price, you may limit the order for a predetermined period of up to thirty days. The order will then be executed if the price reaches the price determined by you. By entering into these terms and conditions you instruct us not to

make the order public in circumstances where we consider it appropriate not to do so.

## 9. EFFECT OF LIMIT ORDERS

If you have agreed that your order for securities is to be a limit order, we will execute the transaction only if we can trade at the limit price. However, we may execute part of the order. If your order is partially executed on more than one trading day multiple settlements may occur with different settlement dates. These partial settlements will include commission charged on each portion settled on the different settlement dates.

## 10. THE BANK'S RIGHT NOT TO EXECUTE YOUR ORDER.

We reserve the right not to execute an order where, in our judgment, it is reasonable to do so.

## 11. DELIVERY AND PAYMENT (SETTLEMENT)

Settlement means delivery and payment in connection with a securities trade.

For most securities the settlement date is the third bank Business Day after the trade date.

Settlement will take place in accordance with the provisions of the Terms and Conditions for Custody Accounts.

In addition, in relation to any securities that we acquire for you under these Terms but for which insufficient funds are available in the Current Account upon settlement, we reserve the right to sell those securities and apply the proceeds towards settlement of your outstanding obligations. Any balance will be credited to your Current Account less any costs incurred.

## 12. TRADING CHARGES

We charge brokerage for all types of trades at the prices in force from time to time. All brokerage and

any applicable dealing costs and expenses from time to time, plus any applicable value added tax or other taxes, will be debited to the Current Account.

Trading charges are generally lower for trades placed via Business eBanking than for trades undertaken by telephone. The Fees and Charges are outlined in Schedule 1 and available on our website at: <https://www.danskebank.com/en-uk/ci/About-CI/Pages/Costs-and-Charges.aspx>

We may reduce fees without giving notice, but if we propose or agree to charge a fee, we will notify you in writing before we carry out any chargeable work and explain how the fee will be calculated or how much it will be. Government Stamp Duty is payable on the purchase of certain shares.

In respect of existing contractual services, the Bank may introduce a fee, or increase the fees that you currently pay at 30 days' notice.

## 13. THE BANK'S LIABILITY

The Bank accepts responsibility to you to the extent and subject to the limitations set out in the Liability Clause 12 of the Terms and Conditions for Custody Accounts and by law and those terms will apply to securities trading accordingly.

In addition, we will not be liable for any loss or damage caused by the delay or failure, whether by reason of fraud, willful default, negligence or otherwise, of any broker or its agent to deliver to us or any sub-custodian Securities purchased or to remit payments made in connection with the sale of Securities or dividends in respect of such Securities, nor shall we be liable for any delay or failure of any entity in charge of registering or transferring Securities in or from our name, the name of any sub-custodian or your name or for any Loss which is due to disorder in any market, stock or security exchange, central depository or Securities System.

You agree to indemnify the Bank and keep it indemnified and hold it harmless in respect of any Loss it incurs in trading Securities on your behalf unless such loss was due directly to its negligence, fraud or willful default.

It is your responsibility to comply with any notification requirements under MiFID II or other governing law or regulation.

#### 14. CURRENCY EXPOSURE

Securities purchased in non-Euro denominated currencies will be converted to Euro on settlement date with the rate being that at the time the trade is placed. A margin will also be charged on the conversion similar to you purchasing that currency from the Bank. It is also possible to open a currency account in various currencies and you can use this account to purchase securities in that currency.

For non-Euro denominated funds the rate of currency conversion is that at the value date. If the trade is placed before 1pm, the value date is 12pm the following business day. If the trade is placed after 1pm, the value date is 12pm two business days later.

#### 15. DANSKE INVEST

In addition to the foregoing, the following terms and conditions apply to trading in Danske Invest funds.

Danske Bank International S.A. ("DBI") holds a nominee account with the Administrator of Danske Invest Luxembourg. DBI is the sole unit holder in the Funds.

The Bank has entered a sub-distribution agreement with DBI.

The Bank acts as nominee for the Irish unit holders in the Funds. The Bank will, in its name but as nominee for the clients, subscribe for and redeem units for clients and request registration of such transactions in DBI's register of unit holders. The Bank maintains

separately a register which will record each of its clients' holdings in the Funds. Accordingly, you will not acquire units in the Funds directly and all rights in relation to units in the Funds will be exercisable by the Bank, on your behalf. (Your attention is also drawn to the Terms and Conditions for Business Custody Accounts).

#### Execution-only

All services provided by the Bank are on an Execution-Only basis. The Bank will not provide any advice to clients.

Where the service is provided on an Execution only basis the Bank will not advise you on the merit of your investment decisions and does not accept responsibility for the consequences of your decisions or for the suitability of any investment in the Funds made by you. The Bank makes no representations and gives no warranties as to the performance of any investment in the Funds. We are not required to assess the suitability of this service/investment and therefore you do not benefit from the relevant regulatory protections.

#### Client Subscriptions / Redemptions

Clients of the Bank can subscribe for units in the Funds by calling the Bank by telephone or through Business eBanking.

To instruct the Bank to acquire units in the Funds, you must have: a custody account in the Bank and a current account in the Bank

For subscriptions/redemptions via Bank: On each occasion, the client must place the order by telephone or in writing.

For subscriptions/redemptions via eBanking: On each occasion, you must sign using your electronic signature all subscription/redemption orders for units in the Funds.

Fractional Units of up to four decimal places will be issued in respect of any part of subscription monies insufficient to purchase whole units.

#### Restrictions on Redemptions

If you request the redemption of units equal to 10% or more of the number of Units of a particular series of Units in issue on any Dealing Day, the Bank may at its absolute discretion, hold over the redemption of such numbers of Units as exceeds 10% or distribute underlying investments rather than cash provided that any such distribution shall not materially prejudice the interest of other unit holders.

In such circumstances, you will have the right to instruct the Bank to procure the sale of such underlying investments on your behalf in which case you will receive the proceeds net of all fiscal duties and charges incurred in connection with the sale of such underlying investments. If the Bank refuses to redeem Units for this reason, the redemption request shall be reduced accordingly and the Units to which such request relates which are not redeemed shall be redeemed on each subsequent Dealing Day in priority to any redemption request received thereafter, subject to the same 10% limit, until all of the Units to which the original redemption request related have been redeemed.

If outstanding redemption requests from all holders of Units of a particular series on any Dealing Day total an aggregate of more than 10% of all the Units of such series in issue on such Dealing Day, the Bank shall be entitled at its discretion to refuse to redeem such number of Units in issue in that series on that Dealing Day in respect of which redemption requests have been received as the Directors shall determine. If the Bank refuses to redeem Units for this reason, the requests for redemption on such date shall be reduced rateably and the Units to which each request relates which are not redeemed shall be redeemed on each subsequent Dealing Day in priority to any request received thereafter, provided that the Bank

shall not be obliged to redeem more than 10% of the number of Units of a particular series outstanding on any Dealing Day, until all the Units of the series to which the original request related have been redeemed.

If a redemption request would result in the Net Asset Value of the Units held by a client in a Funds falling below the minimum holding specified in the prospectus, the Bank may treat the redemption request as a request to redeem the entire unit holding.

#### Switching within the Funds

You are entitled to switch any or all of your units of any series representing a Funds (Original Class) for corresponding units of another series representing another Funds (New Class) subject to their satisfying the minimum subscription requirements for the New Class into which your units are to be converted. Accordingly, you must sign both a subscription and a redemption form.

The general provisions and procedures relating to redemptions of Shares of the Original Class and subscriptions for Shares of the New Class, including all relevant notice periods, dealing deadlines and settlement periods, will apply to any conversion of Shares. Accordingly, for these purposes, a conversion notice will be treated, firstly, as a redemption request in respect of the Original Class, such redemption to be processed in accordance with the provisions applicable to redemptions, and as an application form in respect of Shares of the New Class, such application to be processed in accordance with the provisions applicable to subscriptions. Accordingly, the switching transaction will be processed within the timeframe ordinarily applicable to a redemption followed by a subscription.

Switching fees, if any, are disclosed in the Prospectus. Subsequently, the client will receive two contract notes, a subscription note and a redemption note.

#### Cut-off Time for Subscriptions/Redemptions

The dealing cut-off time is 1 pm on any banking day. Subscription/redemption requests received by the Bank after the dealing deadline will be processed on the next dealing day.

You may request the Bank to redeem their units on any banking day at the net asset value per unit on the following dealing day, less such sum as the Directors of the Funds in their absolute discretion may from time to time determine as an appropriate provision for duties and charges in respect of the realisation or cancellation of such Units, provided that the redemption request is submitted before the dealing deadline.

The Bank reserves the right to reject, in whole or in part, any subscription for units in the Funds.

#### Temporary Suspension of Dealings

Applications for Units received during any period when the Unit dealings have been temporarily suspended in the circumstances described in the "Temporary Suspension of Dealings" section in the Prospectus will be treated as received on the first Business Day after dealings have recommenced, unless such application has been withdrawn during the period of suspension.

#### Payments

All subscription/redemption payments will be in the form of an electronic transfer of money and any cheque must be cleared before the settlement date for the subscription.

For subscriptions, the Bank will debit the client's current account with the subscription amount and credit the client's custody account with units in the Funds on the settlement day.

For redemptions, the Bank will credit the client's current account with the redemption amount and

debit the client's custody account with units in the Funds on the settlement day.

#### Pricing of the Units

The price at which units in the Funds are initially issued is specified in the Prospectus. Thereafter units will be issued at the Net Asset Value per Unit for the relevant Funds, together with such sum as the Directors of the Funds in their absolute discretion may from time to time determine as an appropriate provision for Duties and Charges in respect of the allotment and issue of such Units.

#### Confirmation of ownership

Contract notes will be issued to clients within twenty-four hours of the relevant Dealing Day.

The Bank will also forward an annual statement, which includes the custody account holdings.

#### Taxation

Pursuant to applicable legislation in Luxembourg, the Funds are not liable to pay ordinary income or capital gains tax to the Luxembourg authorities.

#### Taxation of Irish Resident Unit holders

Irish resident investors should seek their own professional and independent tax advice as to individual tax matters and other relevant considerations.

The Funds are intended to be managed and controlled in such a way that it should be treated as non-resident in Ireland for Irish tax purposes.

#### Irish taxation of gains made by the Funds

\*Regulated Offshore funds are the equivalent of Irish regulated 'gross roll up' funds and will be eligible for the "gross roll up" funds regime.

\*A regulated offshore funds falls into one of the four following categories

- (i) Investment partnerships – these are undertakings for collective investment formed under the law of an offshore state which are similar in all material respects to an investment limited partnership (within the meaning of the Investment Limited Partnership Act 1994), holding a certificate from a regulating authority of that state.
- (ii) UCITs – these are regulated funds authorised under the UCITs directive (Council Directive 85/611/EEC).
- (iii) Authorised investment companies – i.e. companies formed under the law of an offshore state which are similar in all material respects to an authorised investment company (within the meaning of Part XIII of the Companies Act 1990), and which hold a valid authorization issued by the authorities of that state to regulate such companies.
- (iv) Authorised unit trust schemes – these are unit trust schemes, the trustees of which are not resident in the State but which are similar in all material respects to an authorised unit trust scheme (within the meaning of the Unit Trusts Act 1990), and which provide facilities for the participation by the public in profits or income arising from investments and which hold a valid authorization from a regulatory body of that state.

Schedule 1 – Example Fees and Charges

Security type	Market Value of trade	Commission Charged	Minimum cost per trade
Shares/ETFs (UK/ Ireland/ Nordic/ Europe/ US)	<€15,000	0.75%	€20
	>€15,000- <€30,000	0.50%	€20
	>€30,000	0.40%	€20
Fixed Income Securities	<€150,000	0.150%	€10
	>€150,000 <€450,000	0.075%	€10
Unit Trust Funds: (Danske Invest/Others)	<€150,000	0.150%	N/A
	>€150,000 <€450,000	1.075%	N/A

  

Security type	Market Value of trade	Commission Charged	Minimum cost per trade
Shares/ETFs (All markets)	<€15,000	1.50%	€50
Shares/ETFs (Ireland/UK)	>€15,000- <€30,000	1.00%	€50
Shares/ETF Other	>€15,000- <€30,000	1.25%	€50
Shares/ETFs-(All Markets)	>€30,000	0.50%	€50
Fixed Income Securities	<€150,000	0.250%	€50
	>€150,000- <€450,000	0.100%	€50
	>€450,000	0.075%	€50
Unit Trust Funds: (Danske Invest/ Others)	<€150,000	0.150	N/A
	>€150,00	0.075%	N/A

Buying/Selling □ 25,000 worth of shares via Business eBanking:		Buying/Selling □ 25,000 worth of shares Via Telephone	
0.75% of €15,000	€112.50	1.50% of €15,000	€225.00
+ 0.50% of €10,000 (€25,000 - €15,000)	€50.00	+ 1.00% of €10,000 (€25,000 - €15,000)	€100.00
<b>Total Commission fee paid</b>	<b>€162.50</b>	<b>Total Commission fee paid</b>	<b>€325.00</b>

- Government Stamp Duty is payable only on the purchase of Irish & UK shares. The current rates are 1% for Irish shares and 0.5% for UK shares and are subject to change.
- The above charges are not inclusive of stamp duty. It is possible to trade on the following markets using Business eBanking : UK FTSE, Ireland, Denmark, Sweden, Norway, Finland, Germany, France, Portugal, Switzerland, Spain, Holland, US (NYSE and Nasdaq) . Other markets may not be available to trade via Business eBanking. Additional foreign charges may apply.
- A subscription fee of 1% is payable on the purchase of Unit Trust Funds.

Danske Bank A/S (trading as Danske Bank) is authorised by The Danish FSA in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules.

Danske Bank A/S is a plc registered in Copenhagen, CVR-no. 61126228, at the Danish DCCA. Registered branch in Ireland Company No. 905623 with office at 3 Harbourmaster Place, IFSC, Dublin 1. Registered office in Denmark: 2-12, Holmens Kanal, DK-1092, Copenhagen K, Denmark.

Details of all Danske Bank A/S directors can be viewed at its registered offices.