



# GENERAL TERMS AND CONDITIONS

Effective from 10 April 2019

These General Terms and Conditions apply to any business relationship between Swedish Carnegie Investment Bank AB's Danish branch – Carnegie Investment Bank, filial af Carnegie Investment Bank AB (publ), Sverige, (hereinafter referred to as "Carnegie") – and Carnegie's clients, unless otherwise expressly agreed. The General Terms and Conditions applicable at any time are available at [www.carnegie.dk](http://www.carnegie.dk) under About us/Client Relations.

Further, reference is made to Carnegie's *Order Execution Policy*, available at [www.carnegie.dk](http://www.carnegie.dk) under About us/Client Relations.

## 1. Definitions

**Retail client:** A retail client is a person who is neither a professional client nor an eligible counterparty.

**Professional client:** As defined in Appendix 1 of the Danish Executive Order on Investor Protection (*bekendtgørelse om investorbekyttelse*). Generally, a client is considered professional if representing a company and at least two of the following requirements relating to the size of that company are met:

- Balance sheet total of EUR 20m (approximately DKK 150m)
- Revenue of EUR 40m (approximately DKK 300m)
- Equity of EUR 2m (approximately DKK 15m).

**Eligible counterparty:** As defined in Appendix 2 of the Danish Executive Order on Investor Protection. Eligible counterparties include government bodies, central banks, securities dealers, credit institutions, insurance companies, collective investment schemes and enterprises administering such schemes, pension funds and companies and their administration companies as well as other financial entities that have been licensed or are subject to regulation. Clients receiving investment advisory or portfolio management services cannot be classified as eligible counterparties.

**Financial instrument:** As defined in section 4 of the Danish Act on Capital Markets (*lov om kapitalmarkeder*). Financial instruments include negotiable instruments that are traded in the capital market, including shares in companies and other securities that rank pari passu with shares in companies, as well as certificates of deposit (CDs) relating to shares, bonds and other instruments of debt, including CDs relating to such securities, money market instruments and shares or units in institutions for collective investment.

**Regulated market:** As defined in section 3 of the Danish Act on Capital Markets, a regulated market is a marketplace licensed by the Financial Supervisory Authority in the country in which members' buying and selling interests in financial instruments are brought together in such a manner that trade agreements are concluded.

**MTF:** As defined in section 3 of the Danish Act on Capital Markets, a multilateral trading facility is a system operated by for instance a securities trader which brings together members' buying and selling interests in financial instruments in such a manner that trade agreements are concluded.

**Marketplace:** A regulated market, an MTF or an OTF (organised trading facility for bonds, financial derivatives, etc.).

**Non-complex financial instruments:** Such instruments include shares in companies or bonds admitted to trading on a regulated market or an MTF, units or shares in UCITS and money market instruments. The financial instrument must not consist of a financial derivative or have a complex structure.

**Business days:** Business days exclude Saturdays, Sundays and public holidays. In Denmark, public holidays include 5 June (Denmark's Constitution Day), the day after Ascension Day, 24 December and 31 December.

**Value date:** The value date is the date on which any deposit, withdrawal or other movement in relation to the account affects the computation of interest on the client's account.

**TIN:** Tax Identifier Number – a tax registration number.

**LEI:** Legal Entity Identifier. It is a centrally issued identification number for a legal person.

## 2. Carnegie

Carnegie is a branch of Carnegie Investment Bank in Sweden and is part of the Carnegie group.

Carnegie may be contacted by telephone, +45 32 88 02 00, or email: [carnegie@carnegie.dk](mailto:carnegie@carnegie.dk), and inquiries may be made in Danish or English.

Carnegie's business hours are 8:00am to 5:00pm. The business hours of Carnegie's Client Services are 8:30am to 4:30pm.

Carnegie's address is:  
Overgaden neden Vandet 9B, DK-1414 Copenhagen K, Denmark.

Carnegie is a financial company supervised by the Swedish Financial Supervisory Authority (Finansinspektionen), Box 6750, SE-113 85 Stockholm, and the Danish Financial Supervisory Authority (Finanstilsynet) Århusgade 110, DK-2100 Copenhagen Ø.

## 3. New client relationships

### 3.1 Information and documentation

In connection with new client relationships, Carnegie requires information on and documentation for the client's name, address and civil registration number (CPR number), business registration number (CVR number) or a similar foreign identification number. Documentation for the CPR number may be provided in the form of a copy of passport or driving licence. Individuals without a CPR or CVR number must provide Carnegie with documentation for a foreign identification number in the form of a copy of passport or a transcript from a foreign register of companies.

Further, companies and other legal persons must provide Carnegie with documentation for the client's owners and beneficial owners.

This is a consequence of the rules governing the prevention of money laundering and terrorist financing.

For the purpose of Carnegie's mandatory tax reporting, the client must inform Carnegie of the country/ies in which the client is



taxable. If the client is taxable in a country other than Denmark, the client must report their foreign TINs (Tax Identification Number).

If a legal person, the client must have an LEI number in order to trade in financial instruments admitted to trading on a European market. A natural person must state citizenship, including any dual citizenship.

The client is obliged to provide Carnegie with the information considered necessary for Carnegie to meet its client relationship or legal obligations.

### 3.2 Change in information

The client is obliged to inform Carnegie as soon as possible of any change in information provided by the client.

### 3.3 Client classification

Carnegie classifies the client as a professional client or an eligible counterparty. The client is informed of Carnegie's classification when the client relationship commences.

The rules applying to investor protection give a professional client a higher protection level than eligible counterparties. The client can always request to be classified with a higher protection level, but Carnegie reserves the right to reject such request.

### 3.4 Termination

The client may at any time terminate the client relationship without notice. Carnegie may terminate the business relationship at two months' notice. If Carnegie terminates the client relationship, the client is entitled to be informed of the reason in writing.

When the client relationship ceases to exist, Carnegie can terminate guarantee and surety commitments and discharge itself from other commitments, including commitments in foreign currency, made on behalf of the client. The client is obliged to discharge Carnegie from all commitments made on their behalf and provide collateral in this respect, if required.

When a client relationship has been terminated, the agreements made between Carnegie and the client, inclusive of related general terms and conditions, will continue to apply until all accounts between the two parties have been settled.

## 4. Trade in financial instruments

Carnegie's *Order Execution Policy* in force at any time applies to all orders executed by Carnegie. The *Order Execution Policy* is available at [www.carnegie.dk](http://www.carnegie.dk) under About us/Client Relations.

### 4.1. Carnegie's receipt of client orders

Dealing instructions concerning a financial instrument are generally made by telephone to Carnegie. In exceptional circumstances, the client may email a dealing instruction. In such cases, the client accepts the risk relating to receipt of the order, and cannot treat the order as having been received by Carnegie until this has been confirmed by Carnegie.

Carnegie is not obliged to accept a dealing instruction.

Carnegie may reject a dealing instruction if there are reasonable grounds to do so. Further, Carnegie may reject a dealing instruction without any reason given, if Carnegie suspects that acting on the dealing instruction would violate legislation, including market abuse regulation, relevant market regulations, or if the client does not

provide the information required by Carnegie in order to meet legislation.

If the client places a limited order, the order will expire at the end of the business day, unless otherwise agreed with Carnegie.

The client may cancel an order if Carnegie has not yet placed a trade order with an external broker or a marketplace.

Instructions for transactions in financial instruments and foreign currency are processed on all business days between 9:00am and 5:00pm.

### 4.2 Settlement

The exchange rate of trades in financial instruments denominated in a currency other than Danish kroner is fixed on the date the instrument was traded, however, no earlier than two days before the value date, unless otherwise agreed with Carnegie at the time the order was made. The exchange rate is shown on the contract note.

In general, the value date for trades in financial instruments is two business days. The value date for trades in non-European financial instruments may exceed two business days after the trade date.

When a client has purchased or subscribed for financial instruments, the settlement amount must be available in the client's account, as stated, not later than one day before the value date. Proceeds from any sale of financial instruments as at the value date are included in the amount available.

### 4.3 Contract notes

When the client's trade order has been executed, Carnegie confirms the order by forwarding a contract note to the client. A contract note will be issued on or before the first business day following the trade. The client is obliged to compare contract notes from Carnegie with own trade orders. The client shall contact Carnegie immediately, if there are any discrepancies or a contract note has not been received.

### 4.4 Collateral

Carnegie's payment is secured on the financial instruments. Accordingly, the client will have full ownership of the financial instruments only if Carnegie receives payment on the value date.

If Carnegie does not receive payment on the value date, Carnegie is entitled to sell the financial instruments or make other arrangements required in order to settle the transaction. In this case, the client must cover any loss and pay any costs incurred by Carnegie.

## 5. Order execution

At the client's request, Carnegie may execute trades in non-complex financial instruments (execution only). In such situations, Carnegie is not obliged to assess whether the trade is suitable for the client. Therefore, the client will not have the protection otherwise provided by law. Carnegie Securities does not provide investment advice.

If clients wish to invest in complex financial instruments on their own accord, Carnegie is obliged to assess whether the investments are suitable for the clients. In order to assess whether an investment is suitable for the client, Carnegie needs information on



the client's knowledge and experience of the relevant financial instrument.

If the client does not give Carnegie information or does not give Carnegie adequate information in connection with a trade in a complex financial instrument, Carnegie will consider the trade to be unsuitable for the client. If Carnegie considers that the client does not have the required knowledge and experience of the complex financial instrument, based on the information received from the client, Carnegie will also consider the trade to be unsuitable for the client.

## 6. Tax advisory services

Carnegie does not offer tax advisory services. Clients are advised to consult their own tax advisers to avoid unfavourable tax effects.

## 7. Set-off

Carnegie may set off any amount due from the client against any amount which is or may become payable to the client by Carnegie without giving prior notice to the client.

Carnegie does not set off any claims against deposits which are protected from debt enforcement by statutory provisions and/or by agreement.

## 8. Notifications from Carnegie

When financial instruments have been traded on the basis of a client order, Carnegie sends a contract note to the client the day after the trade day at the latest.

The client is obliged to review any notifications from Carnegie immediately upon receipt.

The client shall contact Carnegie immediately in case of discrepancies or transactions etc. that are not relevant to the client.

Carnegie forwards notices to the client electronically, if this has been agreed with the client and Carnegie considers it expedient.

## 9. Power of attorney and power to bind a company

The client may authorise other parties to make transactions on behalf of the client vis-à-vis Carnegie. The power of attorney must be in writing.

The power of attorney shall remain in force until Carnegie receives a written confirmation from the client that the power of attorney has been revoked.

In the event of the client's death, the power of attorney lapses when Carnegie receives notification of the death.

Where an account is opened with two account holders, either of the account holders can make transactions relating to the account, unless otherwise agreed in writing with Carnegie.

As regards legal persons, Carnegie requires information on and documentation for the party(ies) entitled to enter into binding agreements on behalf of the client by way of power to bind a company or a power of attorney. Changes in relation to such matters apply when Carnegie has received a written notice from the client of the changes or the revocation. This shall apply, even if the changes or the revocation appear(s) from public registers or have(has) been published otherwise.

## 10. Telephone and electronic communication

Carnegie records and stores telephone conversations and other communications with the client as documentation for requests, instructions, agreements etc. Telephone conversations and electronic communications are stored for five years. The client is entitled to request a copy of stored documentation for a reasonable fee to Carnegie.

## 11. Processing of personal data and professional secrecy

Carnegie's employees shall observe professional secrecy about the client's affairs and may not without authorisation disclose or use any confidential information they may have obtained when performing their duties at Carnegie. Carnegie may disclose so-called ordinary client information such as name and address to other companies in the Carnegie Group, which are all subject to professional secrecy. The information may be used for such purposes as advisory services, marketing and administration.

Carnegie processes personal data on the client in order to comply with contracts with clients, offer the best solutions, comply with legal requirements and secure clients' data and Carnegie's systems in the best way possible.

Carnegie processes personal data on clients when it is necessary for drawing up and fulfilling contracts with clients, cf. Article 6.1(b) of the General Data Protection Regulation ("GDPR"). Such data include name, address and telephone number.

Carnegie processes personal data on the client when it is necessary for complying with the law, cf. Article 6.1(c) of the GDPR. Such data include identity data, for instance the personal registration number, pursuant to Danish tax law and the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism, and the recording of telephone conversations pursuant to Danish investor protection law.

Carnegie also processes personal data on the client when it is necessary for the purposes of Carnegie's legitimate interests, cf. Article 6.1(c) of the GDPR. This includes data on the use of Carnegie Online, which are processed for operational and security purposes.

In many instances, Carnegie is obliged to disclose personal data to public authorities, for instance the Danish tax authorities. Data received on accounts held by persons with connections to countries other than Denmark will be disclosed by the Danish tax authorities to the relevant authorities abroad. Carnegie may also be under obligation to disclose data to the Danish or Swedish Financial Supervisory Authority, for instance pursuant to the rules governing transaction reporting systems (TRS).

In pursuance of the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism, Carnegie must immediately notify the Danish State Prosecutor for Serious Economic and International Crime and disclose client data if Carnegie is aware, suspects or has good reason to assume that a transaction, funds or an activity is/are connected with money laundering or terrorist financing. The same applies to suspicion arising from a client's attempt to carry out a transaction.

Carnegie may obtain data on the client from public registers such as the register of civil registration numbers and the register of business registration numbers as well as private registers for the purposes of



offering any kind of financial services including advisory services, client service, client administration, credit assessment, marketing and control. Such data are generally name, contact information and information on the beneficial owners of legal entities.

Carnegie does not store client data longer than is necessary for the purpose, unless Carnegie has a legal obligation to store the data longer. Client data are generally stored for seven years from the termination of the client relationship pursuant to a number of legal provisions, including the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism and Danish investor protection law.

The client is entitled to be informed of the personal data processed by Carnegie. The client also has the right to request the correction of incorrect data, deletion of data or restricted processing of the client's personal data. Finally, the client is entitled to receive an electronic readable copy of the personal data that Carnegie has received from the client in connection with an agreement or consent. Such requests and other questions about Carnegie's processing of personal data may be made to Carnegie's Data Protection Officer at [dpo@carnegie.dk](mailto:dpo@carnegie.dk).

Clients can inform Carnegie that they do not wish to receive marketing information from Carnegie.

Client complaints concerning Carnegie's processing of personal data may be made to the Danish Data Protection Agency, Borgergade 28, 5th floor, DK-1300 Copenhagen K, Denmark ([www.datatilsynet.dk](http://www.datatilsynet.dk)).

## 12. Potential conflicts of interest

Carnegie offers a wide range of financial services to its clients. In offering these financial services, situations involving conflicts of interest may occur. Conflicts of interest may arise between Carnegie and the client or between Carnegie's clients. Below, we describe how Carnegie handles such conflicts of interest.

Carnegie takes all reasonable measures to identify conflicts of interest and to prevent such conflicts having an adverse impact on the client. By following procedures laid down for this purpose, Carnegie endeavours to avoid conflicts of interest between Carnegie and the client and between Carnegie's clients. These procedures are described in Carnegie's internal policy for handling conflicts of interest.

The purpose of the procedures is to ensure the fair treatment of the client. If, in a specific situation, Carnegie's procedures and measures intended to avoid conflicts of interest prove insufficient in preventing the risk of the client's interests being harmed, Carnegie will inform the client of the type of conflict of interest as well as the cause. Such information allows the client to make decisions concerning Carnegie's financial services and products in the light of that conflict.

Carnegie's policy includes provisions stating how conflicts of interest are identified and handled; the procedures and measures that Carnegie and Carnegie's staff must adopt so that activities are carried out with a reasonable amount of discretion; how a conflict of interest is documented; and special procedures relating to Carnegie's preparation of investment research.

The client should be aware of the fact that when Carnegie provides its clients with financial services, Carnegie can at the same time:

- act as a financial adviser to companies in respect of shares (or other financial instruments) in which the client has requested Carnegie to execute an order. The advisory services may consist in assisting the company in raising capital, preparing offers to buy financial instruments etc.; and
- trade for its own account (including having market maker obligations) in financial instruments in which the client has requested Carnegie to execute an order. This means that Carnegie may:
  - have positions in the specific financial instrument and may be the client's counterparty in trades; and
  - may aggregate client orders into one trade or orders for Carnegie's own account. The method of aggregating and allocating orders follows past practice and complies with Carnegie's order execution policy.

Any conflict of interest is handled according to the procedures referred to above, and Carnegie's internal policy for handling conflicts of interest. The following are examples of the measures taken routinely by Carnegie in relation to conflicts of interest:

- staff training;
- follow-up, supervision and limiting of personal account dealing in financial instruments by staff;
- limiting the scope for sensitive information being exchanged between business areas or departments within a business area;
- close assessment of posts held outside Carnegie by an individual staff member; and
- gathering of special information on relevant conflicts of interest arising from for instance Carnegie's investment research.

Handling conflicts of interest is considered a matter of routine, and Carnegie focuses on the need to change procedures on an ongoing basis. Accordingly, Carnegie's internal policy for handling conflicts of interest is revised when required.

## 13. Liability and force majeure

Carnegie is not liable for capital losses, impairment or any other losses or the absence of gains resulting from investment advisory services, portfolio management or general information by Carnegie, as the client is aware of the risk involved in investing in financial instruments and foreign currency. Carnegie does not guarantee any return on transactions in financial instruments and foreign currency nor shall it be held liable for losses incurred by the client due to unfavourable tax effects.

Carnegie shall not be liable for any loss caused by statutory provisions, measures adopted by any governmental or other authority, actual or imminent war, insurrections, civil commotion, terrorism, sabotage, Acts of God, computer breakdowns, strikes, lockouts, boycotts or blockades, regardless of whether Carnegie itself is a party to the dispute, and notwithstanding that the dispute may affect only part of Carnegie's functions.

## 14. Complaints officer

Carnegie has appointed a complaints officer, who is responsible for Carnegie's handling of complaints. If a client makes a complaint about how Carnegie has dealt with an issue, and fails to reach agreement with Carnegie, the client may contact Carnegie's complaints officer. Information on Carnegie's complaints officer is available at [www.carnegie.dk](http://www.carnegie.dk) under About us/Client Relations.



## **15. Deposit insurance scheme and investor compensation scheme**

Carnegie is a member of the Swedish deposit insurance scheme. Through the Swedish deposit insurance scheme, the client is secured to a certain extent against losses if Carnegie enters into insolvent liquidation or suspends payments. Clients' deposits with Carnegie are covered by the deposit insurance scheme by up to EUR 100,000 per client.

Further, Carnegie is a member of the Swedish investor compensation scheme. The investor compensation scheme covers losses deriving from Carnegie's failure to return financial instruments lodged with Carnegie by up to SEK 250,000.

Carnegie is obliged to secure its clients' ownership of financial instruments, for instance through the registration of ownership in order that clients can withdraw their financial instruments in the event of Carnegie's insolvent liquidation or suspension of payments.

Further information on the deposit insurance scheme and the investor compensation scheme is available at [www.insattningsgarantin.se](http://www.insattningsgarantin.se).

Carnegie is also a member of the Danish depositor and investor guarantee scheme, the Guarantee Fund, as a supplement to the Swedish deposit insurance scheme. The supplement equals the amount by which the cover of the Danish scheme exceeds the cover of the Swedish scheme. For instance, the supplement fully covers pension accounts.

## **16. The Danish Complaint Board of Banking Services**

In the event of disagreement about the business relations between the client and Carnegie, and the outcome of the client's complaint to Carnegie has not been satisfactory, the client can file a complaint to:

The Danish Complaint Board of Banking Services, Amaliegade 8B, 2nd floor, PO Box 9029, DK-1022 Copenhagen K ([www.pengeinstitutankenaevnet.dk](http://www.pengeinstitutankenaevnet.dk)).

The Danish Complaint Board of Banking Services ("the Board") processes complaints regarding retail client matters. The Board may process complaints by professionals that do not differ markedly from complaints regarding retail client matters. The Board does not process complaints filed by companies. A complaint filed with the Board is subject to a fee.

## **17. Governing law and jurisdiction**

Any agreement between the client and Carnegie is governed by Danish law. With respect to legal persons, the place of jurisdiction is the registered office of Carnegie. Carnegie can nevertheless institute legal proceedings outside this place of jurisdiction, such as in other Danish or foreign courts.

## **18. Changes in General Terms and Conditions**

Carnegie may change its General Terms and Conditions when stated at six weeks' notice on its website ([www.carnegie.dk](http://www.carnegie.dk)) under About us/Client Relations. If the changes are subject to the Danish Payment Services Act and are unfavourable to the client, the client will be notified personally that the changes are to be found on the website.

Any changes in the General Terms and Conditions made at a notice as set out above are deemed to have been accepted if the client has

not made any objections against such changes before the specified effective date.

If the changes in the General Terms and Conditions are unacceptable, the client is entitled to terminate the client relationship with Carnegie immediately and at no cost.

The General Terms and Conditions may be changed without notice if the change is not unfavourable to the client, or if this is required to comply with relevant legislation, including executive orders and guidelines as well as the regulations with which Carnegie must comply owing to its membership of regulated markets and its multilateral trading facilities.

Carnegie is not required to inform the client of amendments to current legislation.