



CARNEGIE INVESTMENT BANK AB  
UK BRANCH

TERMS OF BUSINESS  
FOR  
PROFESSIONAL CLIENTS

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## 1. INTRODUCTION

1.1 The Carnegie Group ("Carnegie") offers stock broking, investment banking, asset management, private banking and pension advisory services and operates in the Nordic countries (Sweden, Norway, Denmark and Finland), UK and USA. Carnegie is represented in the UK by the UK Branch of Carnegie Investment Bank AB ("CIBAB") (a company incorporated in Sweden with limited liability) ("Carnegie UK Branch" or "we") whose address is at Finwell House, 26 Finsbury Square, London EC2A 1DS). The Carnegie UK Branch carries on a specialist agency stock broking business in securities from the four Nordic countries. All orders in relation to such securities received by the Carnegie UK Branch are transmitted to CIBAB which may then use Carnegie's local office in the relevant country to effect execution. CIBAB is the legal counterparty for all trade execution and settlement purposes. All such transactions are settled directly with the client by CIBAB.

1.2 The business of the Carnegie UK Branch is primarily an order-driven brokerage business for professional clients. In a typical transaction, shares purchased on behalf of a client are delivered to the custodian acting for the client in the local market and, unless otherwise agreed, transactions are settled through the local settlement system by delivery against payment in the local currency between that custodian and CIBAB. Accordingly, before the Carnegie UK Branch can accept orders from you, you need to have opened the necessary cash and securities accounts with your local custodian.

1.3 CIBAB is authorised in Sweden and regulated by Finansinspektionen, the Swedish Financial Supervisory Authority. In each of the markets where Carnegie operates, Carnegie is regulated by the relevant competent authority. The Carnegie UK Branch is authorised and regulated by the Financial Conduct Authority ("FCA"). If the Carnegie UK Branch is unable to meet its liabilities, you may be entitled to compensation from the Swedish Investor Compensation Scheme. This depends on the type of business and the circumstances of the claim. Compensation of a maximum of SEK 250,000 is available to clients who are eligible claimants under the Swedish Investor Compensation Scheme. Further information about the Swedish Investor Compensation Scheme can be obtained from <https://www.rikskalden.se/en/our-operations/deposit-insurance/how-the-investor-protection-works/>. We will provide you upon request with further information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation.

1.4 The Carnegie UK Branch is subject to the FCA Rules in carrying on its business. Please note, however, that any business carried out on your behalf by delegates or agents of the Carnegie UK Branch outside the UK will be subject to the law, regulation and market practice of the country and market in which the transaction is executed and/or settled. Each of Carnegie's local offices is regulated in the relevant markets in which it operates. All transactions are placed with CIBAB and once a transaction has been accepted by you, any counterparty risk will be with CIBAB and not with the Carnegie UK Branch. Such transactions will be carried out subject to the Carnegie General Terms and Conditions Regarding Trading in Financial Instruments and the Policy for Order Execution, and Aggregation and Allocation of Orders ("Execution Policy") which can be found at <https://www.carnegie.se/en/about-carnegie/terms-and-conditions/>

1.5 The Carnegie UK Branch has been allocated the FCA Firm Reference Number: 971536.

## 2. INTRODUCTION TO THESE TERMS OF BUSINESS

2.1 These Terms of Business (the "Terms") supersede previous versions of the Terms and contain the entire agreement between the parties relating to the subject matter of these Terms. Your consent to all aspects of the Terms, including our Execution Policy and the Carnegie General Terms and Conditions Regarding Trading in Financial Instruments for orders placed with CIBAB will be deemed to be given when you submit orders to, or enter into contracts with, Carnegie UK Branch.

2.2 These Terms are issued by the Carnegie UK Branch. They set out the basis on which the Carnegie UK Branch is willing to provide investment services to professional clients. You will be deemed to have accepted and will be bound by these Terms when you place an order with us.

2.3 You have been categorised as a professional client and, as such, we are entitled to assume that you have the necessary experience, knowledge and expertise required to make your own investment decisions and properly assess the risks involved in relation to any transaction the Carnegie UK Branch undertakes on your behalf and that you are able financially to bear any related investment risks consistent with your investment objectives.

2.4 You have the right to request to opt up or down to a different client categorisation, but we may not be able to provide you with the services pursuant to these Terms if you request a different categorisation.

2.5 Words and expressions used but not defined in these Terms shall have the meaning given to them in the Financial Services and Markets Act 2000 ("FSMA") and the rules issued by the FCA as amended from time to time ("FCA Rules"), unless the context requires otherwise.

## 3. RISK ACKNOWLEDGEMENTS

3.1 The client acknowledges that investing and trading in any investments involves a risk of loss. The price or value of an investment will depend on fluctuations in the financial markets outside our control. Past performance is no indicator of future performance.

3.2 All trading carried out by the client is the responsibility of the client. Neither the Carnegie UK Branch nor CIBAB guarantee the performance of any investment.

3.3 The client understands that certain investments carry a greater risk, such as investments where the income may fluctuate; investments which are not traded on an exchange or regulated market; investments which are denominated in a foreign currency; investments which are volatile as result of their dependence on other investments, and investments which have a limited life. The liquidity of financial instruments and other related instruments may vary.

3.4 In deciding to deal in any investment, the client will have already assessed, either independently or using such third party advisors as the client may deem appropriate, the risks involved in the particular investments and/or any related services, which may include, without limitation, any, or any combination, of the following: credit risk; market risk; liquidity risk; interest rate risk; FX risk; business, operational and insolvency risk; the risks of off-exchange (OTC), as opposed to on-exchange, trading; contingent liability risk; taxation risk; and regulatory and legal risk. The client



acknowledges that the client will seek further information if the client is unsure as to the risks involved with a particular trade or investment.

#### 4. SERVICES

4.1 The client acknowledges that the Carnegie UK Branch will not, unless otherwise agreed in writing with the client, be acting in a fiduciary capacity or provide any personal recommendation or investment advice to the client in respect of any transaction in investments. Accordingly, the client should make its own assessment of any transaction that it is considering in the light of its own objectives and circumstances including the possible risks and benefits of entering into that transaction. The client should not rely on any information, proposal or other communication from the Carnegie UK Branch as being a recommendation or advice in relation to that transaction.

4.2 If the Carnegie UK Branch receives an order from you, it will arrange the transaction through CIBAB which will, whenever possible, execute the transaction, trade report, and settle the transaction directly with you or according to your instructions with a local custodian.

4.3 CIBAB will provide execution and settlement services in relation to all orders in securities transmitted through the Carnegie UK Branch.

4.4 Subject to our obligations under the applicable legislation, in the event that we provide research services to the client, the client agrees and acknowledges that such research services do not constitute advice and that we do not give any representation, guarantee or warranty in relation to the accuracy or completeness of such information. The client hereby acknowledges that our research services are provided solely to enable the client to make the client's own investment decisions.

#### 5. HANDLING OF INFORMATION AND DATA PROTECTION

5.1 Carnegie is obliged to obtain and keep updated information about the client in order to verify the client's identity and to meet various other requirements in applicable legislation. The client shall supply the Carnegie UK Branch or CIBAB, as the case may be, with such financial and other information as we may reasonably request to enable us to meet our requirements under the applicable legislation on establishing the relationship and thereafter for the purposes of monitoring obligations. The client shall promptly notify us of any change in the information provided.

5.2 Where the client acts as an agent, the client represents and warrants that it complies with the applicable anti money laundering legislation and has obtained the requisite identification evidence relating to its underlying clients and that it maintains appropriate records in accordance with the applicable legislation. The client agrees to provide such information and assistance as is required to enable us to comply with any obligations or requirements under applicable legislation. If the client fails to provide satisfactory information and assistance within a reasonable time following a request, we reserve the right to cease trading with the client.

5.3 The client agrees and acknowledges that we may record, monitor and log telephone calls and any other communications without providing the client with any further warning or notification.

5.4 Carnegie also keeps logs and records of trades/transactions, client meetings, calls, e-mails, chat communication, research readership statistics, etc. Such information may be used for regulatory reporting, internal

reporting and analysis as well as specific reporting to the respective clients upon request.

5.5 Personal data which is provided in an application or agreement, for example contact information and personal identification number, or which is otherwise recorded in connection with the preparation or administration of an engagement (e.g. a credit reference or evaluation of a transaction), is processed by the Carnegie UK Branch, as a controller of personal data, for the administration and performance of agreements entered into, for the execution of orders, and for taking measures which have been requested before or after an agreement is entered into. Processing of personal data also takes place to enable us to comply with our statutory duties. The personal data may also constitute the basis for our direct marketing and client analyses, business development and the development of processes, and statistics and risk management, e.g. in risk calculation models which we use to satisfy capital adequacy rules. In banking matters, such as the purchase and sale of securities, which are conducted by telephone, personal data is also processed through the recording of telephone conversations.

5.6 Personal data may for a defined purpose, in observance of bank secrecy rules, be disclosed to other companies within the Carnegie Group or to undertakings with which we cooperate, within and outside the EU/EEA in accordance with EU's approved and appropriate protective measures. In certain cases, we are also under a statutory duty to provide information, e.g. to financial supervisory authorities and tax agencies. Personal data may not be sold to marketing companies or other recipients outside the Carnegie Group.

5.7 Information concerning what personal data is processed by us, a request to block direct marketing, deletion of personal data, limitations on the processing of personal data, data portability or the rectification of personal data can be requested from Carnegie's Data Protection Officer. Clients can also contact the Data Protection Officer to obtain further information about how we process personal data. The Data Protection Officer can be contacted through email: [dpo@carnegie.co.uk](mailto:dpo@carnegie.co.uk). If the client has a complaint regarding the Bank's processing of personal data, it may report the complaint to the Information Commissioner's Office in its capacity as supervisory authority in the UK.

5.8 Personal data shall be deleted if it is no longer needed for the purposes for which it was originally collected or otherwise processed, provided that we have no legal obligation to preserve the personal data. The normal storage time for personal data is 11 years after termination of the engagement with us.

5.9 For more information about our handling of personal data including your rights as a data subject, please refer to the privacy statement available on our website.

#### 6. ACCEPTING YOUR ORDER

6.1 Any instruction or communication given to us by you under these Terms may be given orally and/or electronically, using either a FIX communication link tested and accepted by both you and us or a Bloomberg message.

6.2 We may at our absolute discretion refuse to act on any instruction. If we are unable or decide not to act on your instructions, we shall inform you immediately unless prohibited by law. You have the right to withdraw



or cancel your order at any time prior to the cut-off time for the execution of your order and we will use reasonable endeavours to carry out your request. After the cut-off time for the execution of your order, you do not have any right to withdraw or cancel your order.

6.3 We shall not be responsible for any delays or inaccuracies in the transmission of orders or other information or the execution of orders due to any cause whatsoever beyond our reasonable control.

6.4 You accept that instructions given by telephone to and other telephone conversations with our authorised personnel will be recorded and that our records of such telephone conversations will be conclusive evidence of those instructions and of any other matters discussed.

6.5 Unless otherwise agreed, we are entitled to rely on any instructions given, or purporting to be given, by you or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving the instructions. In the event of any doubt, we reserve the right to delay acceptance of an order until we have obtained such confirmation or clarification as we require.

6.6 We do not accept liability for acting on any instructions or communications which are given or which we believe in good faith to be given by you or your agent.

## 7. CHARGES

7.1 Our charges will be calculated on a deal-by-deal basis for each transaction we execute on your behalf by applying a commission rate to the gross consideration of the transaction. For each transaction we execute for you, these charges will be collected electronically when the transaction is settled. Such charges will be shown on the trade confirmation and/or contract note issued to you by CIBAB and, where applicable, you will also pay value added tax. In addition to these charges, we reserve the right to charge you interest at a reasonable rate (which will not exceed LIBOR plus 1%) on any late payments, the cost of borrowing stock to cover late deliveries to us and any penalties for inadequate performance imposed by any relevant exchange or Central Securities Depository (CSD).

7.2 We will also charge you for any stamp taxes or duties, registration fees, taxes or duties, or any similar transaction fees, taxes or duties (including financial transaction taxes) that we incur on your behalf whether directly or indirectly (such as through any agent or intermediary, including by virtue of any agent or intermediary charging us for the same).

7.3 The commission rate(s) may be mutually agreed between us from time to time, with different rates applicable to transactions of different types or in different markets.

## 8. CLIENT REPRESENTATIONS AND WARRANTIES

8.1 The client warrants and represents that:

- It has full power and capacity to accept these Terms and enter into all transactions and it is not subject to any law or regulation which prevents its performance of its duties under these Terms or any transaction or contract contemplated by these Terms;
- it has obtained and will continue to maintain all necessary consents, authorisations, licences and approvals required of the client by applicable legislation in order to enter into and perform its obligations under these Terms and the transactions, and it has the authority to accept these Terms

(and if it is a corporate body, it is properly empowered and has obtained all necessary corporate or other authority pursuant to its constitutional and organisational documents);

- the persons receiving and accepting these Terms on its behalf are duly authorised to do so;
- these Terms, each transaction and the obligations created under them are binding upon it and enforceable against it in accordance with its terms and do not and will not violate the terms of any applicable legislation by which it is bound;
- it is in compliance with all laws to which it is subject, including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
- the information provided by it to us is complete, accurate and not misleading in any material respect.

8.2 Where we agree that the client will act as agent for the purposes of these Terms, the client represents and warrants that:

- a) the principal can make the representations and warranties set out in section 8.1 above as if it were a party to these Terms;
- b) it has full authority to instruct us in relation to the business carried on by it on the principal's behalf pursuant to these Terms;
- c) it has no reason to believe that the principal would not be able to perform any settlement obligations under a transaction or is likely to become insolvent;
- d) it has no reason to believe that the principal is unable to engage in such transaction or to perform its obligations under such transaction under any applicable legislation; and
- e) it has and will at all times during the term of these Terms comply with all applicable legislation relating to money laundering regarding the identification of its client.

The client undertakes to notify us immediately if any of these representations or warranties ceases to be true or accurate.

## 9. CARNEGIE REPRESENTATIONS AND WARRANTIES

9.1 The Carnegie UK Branch represents that it and any of its employees and agents will carry on its business in accordance with all applicable laws, regulations and ethical standards, including, without limitation, applicable securities laws and all laws against insider trading and the improper disclosure of inside information or other information in breach of a duty of trust or confidence.

9.2 The Carnegie UK Branch represents that it has all rights, approvals, licenses and consents necessary to perform its obligations under these Terms and provide research to the client as contemplated under these Terms.

## 10. RESPONSIBILITY OF AGENTS FOR UNDERLYING CLIENTS

10.1 Where you act for undisclosed principals, we owe our duties under these Terms solely to you and not to any such undisclosed principal. If you are an authorised person or an exempt person or an overseas financial services institution, we shall treat you and not any disclosed principals for whom you act as our client and when we execute a transaction for an investment adviser or fund manager, we do not accept responsibility for the appropriateness of the investment to the specific fund and/or sub-account on whose behalf the investment adviser or fund manager acts.



10.2 Any order is received from you on the express condition that we treat you as our client under the FCA Rules and we are not responsible to any underlying client on whose behalf you act.

10.3 Accordingly, if you are acting as agent for any other person, we will treat you alone as our client for all purposes under these Terms.

## 11. CONFLICTS OF INTEREST

11.1 Our services under these Terms are not to be deemed exclusive. The client acknowledges that we and our directors, officers, employees or associates may provide our services to other parties. It is, therefore, possible that any of them may have an interest, relationship or arrangement that is material in relation to a transaction effected with or for the client or that could give rise to a conflict of interest. We are obliged to take all appropriate steps to identify and to prevent or manage conflicts of interest between us and our clients or between one client and another. We maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to prevent conflicts of interest from adversely affecting the interests of our clients.

11.2 We maintain a conflicts of interest policy (the "Policy") which:

- identifies the circumstances which constitute or may give rise to a conflict of interest entailing a risk or damage to the interests of one or more clients;
- specifies the procedures or measures which should be followed or adapted by us in order to prevent and report those conflicts of interest;
- sets out effective procedures to prevent or control the exchange of information between persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients;
- includes procedures to ensure the separate supervision of persons whose principal functions involve carrying out activities with or for clients and whose interests may conflict or who otherwise represent different interests that may conflict including the interests of CIBAB;
- includes procedures which remove any direct link between the remuneration of individuals principally engaged in one activity and the remuneration of or revenues generated by different individuals principally engaged in another activity where a conflict of interest may arise in relation to those activities;
- specifies measures to prevent or limit any person from exercising inappropriate influence over the way in which an individual carries out investment or ancillary services or activities; and
- sets out measures to prevent or control the simultaneous or sequential involvement of any individual in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest.

11.3 The Policy clarifies that disclosure of conflicts of interest to clients is a measure of last resort to be used by us to address our regulatory obligations only where the organisational and administrative arrangements established by us to prevent and manage a conflict of interest are not sufficient to ensure with reasonable confidence that the risks of damage to the interests of clients will be prevented.

11.4 We assess and periodically review the Policy at least once per annum and take all appropriate measures to address any deficiencies. A copy of the Policy is available from the Carnegie UK Branch on request.

11.5 CIBAB carries on business as dealer in securities and, whilst it is obliged to ensure fair treatment to all clients, you must appreciate that when CIBAB receives your order it may already be working on an order in relation to the relevant investment for itself, for an associated company, some other connected person or for another client. If, on receiving your order, CIBAB is already working on another order or if it has other business which matches your order and it can execute a dual agency or principal transaction or, if there is any other conflict, we will advise you of the relevant facts before executing your order. In conducting such business, we or an associated company may take remuneration from both yourselves and any such other client, retain any profit, charges or other remuneration and shall not be bound to account to you for such profit, charges, or remuneration, except where required under applicable regulations. To ensure fair treatment for our clients, we maintain arrangements (known as Chinese walls), which restrict access by our employees to information relating to areas of our business with which they are not directly concerned. In particular, this segregate information and maintain confidentiality between different areas of the business and clients whose interests might otherwise conflict.

11.6 We shall not be under any duty to disclose to you anything that may come to our attention or that of any of our employees in the course of rendering similar services to others or in the event that disclosure would be a breach of duty or confidence to any other person.

## 12. CORPORATE TRANSACTIONS

12.1 You accept that, in corporate finance business, the primary duty of care owed by the Carnegie UK Branch and/or CIBAB is to the corporate client (the company whose securities are being offered). Accordingly, in relation to corporate finance business, we shall treat you as a corporate finance contact rather than our client and you shall not have the benefit of regulatory protections attaching to clients under the FCA Rules.

## 13. BEST EXECUTION

13.1 We will act honestly, fairly and professionally and in the client's best interests when executing transactions for the client. We will endeavour to achieve the best possible result for the client in accordance with the applicable legislation, our Execution Policy and any specific execution instructions received from the client. The Execution Policy is available on [www.carnegie.se](http://www.carnegie.se). The client consents to the Execution Policy by accepting these Terms. The client thereby grants us its consent to execute its orders outside of a trading venue. The client further expressly consents that in the event the client instructs us to arrange the execution of a client limit order in respect of shares admitted to trading on a regulated market which is not immediately executed under prevailing market conditions, that order should not be made public unless the client otherwise instructs us. To the extent that any provision of the Execution Policy applies only to retail clients and not to professional clients, such provision will not apply to the execution of orders for you pursuant to these Terms.

13.2 Subject to specific instructions given by you, orders may be executed:

- i) with a matching order from another of our clients; and/or
- ii) with CIBAB acting as principal, subject to your prior permission.

We may also deal on our own account when executing client orders and may do so outside a trading venue on an organised, frequent, systematic and substantial basis and so be classified as a systematic internaliser.



13.3 If we receive any specific instructions from you in relation to the execution of a particular order or part of an order, we may be prevented from complying with our Execution Policy in relation to that particular order or part of the order.

13.4 Where you provide an instruction to place an order at a specific price limit or better and for a specified size (a limit order), then it may not always be possible to execute that order under the prevailing market conditions. As a rule we will not publish the order immediately, unless you have provided alternative instructions and we consider that the publication is in your best interests when executing each individual order.

13.5 We will review our order execution arrangements and assess the available execution venues regularly in order to ensure that they provide the best possible result for our clients. We will also review our Execution Policy annually or whenever a material change occurs that affects our ability to continue to obtain the best possible result for our clients.

#### **14. AGGREGATION OF ORDERS**

14.1 Where we reasonably believe it to be in the overall best interests and will work to the advantage of each of our clients and that best execution will be achieved for them, we may combine your order with orders of other clients when transmitting it to CIBAB. Combining your order with those of others may result in you obtaining a more favourable price on some occasions and, on others, a less favourable price than if your order had been executed separately.

14.2 If we are already working an order for another client when we receive your instructions, our representative will advise you of the likely effect of the aggregation of those orders or otherwise so that you can decide whether to proceed or not.

#### **15. AVERAGING OF ORDERS**

15.1 Where permitted by local regulations, CIBAB may carry out a single client instruction by executing a series of transactions and issue a single contract note at a weighted average price in relation to those transactions.

#### **16. TRADE CONFIRMATIONS, CONTRACT NOTES, NET AGENCY CONTRACT NOTES AND PRINCIPAL NOTES**

16.1 Carnegie normally acts as agent for its clients but if Carnegie can satisfy your order as principal and comply with our Execution Policy the Carnegie UK Branch will advise you accordingly before execution of your order.

16.2 The content of trade confirmations, contract notes and any other trade reports are subject to the legislation, regulation and market practice applicable in each relevant market. The essential details of each transaction including the terms of the transaction will be confirmed by the issue by CIBAB of a trade confirmation and/or contract note (including settlement details) according to your (or, as appropriate, your clients') standing instructions. Any such instruction shall be conclusive and binding upon you (or, as appropriate, your clients) unless you (or, as appropriate, your clients) notify us of any discrepancy before the agreed settlement date, normally the second business day after the trade, and such trade confirmation, contract note and trade report shall be deemed to have been received when in the ordinary course of events it would have been received.

#### **17. TRADE REPORTING**

17.1 When we trade in equities on your behalf, we will report such trades as required under applicable legislation.

17.2 In order to comply with our trade reporting obligations, you will provide, unless otherwise agreed, such information as we may reasonably require in order to comply with such obligations in respect of the services we provide to you.

17.3 You represent that the information that you provide to us under section 17.2 above is true, accurate and complete in every material respect and that we may rely on such information without investigation unless and until you inform us otherwise and undertake to provide us with any material changes or updates to such information.

17.4 Where we execute an order for you, we may be required to make public details of the resulting transaction to a trading venue to enable the trading venue to comply with its requirements to make such details public. Where we provide quotes to you in respect of a potential transaction, we may be required to make public or disclose the details of such quotes to other clients where we act as a systematic internaliser.

#### **18. DEALING AND SETTLEMENT**

18.1 Unless otherwise agreed in relation to individual transactions, all orders will be transmitted for immediate execution and executed in accordance with accepted market practice in the relevant market and will be for delivery against payment on the normal settlement date.

18.2 You agree that you will settle your transactions on the agreed settlement date and account for any items due to the market as part of the settlement process promptly.

18.3 Late delivery of securities, instructions or payment may cause additional costs, interest and penalties. Based on the premise that our duties to each other are balanced, if a fault of Carnegie causes such costs to arise then Carnegie is responsible for settling them and if a fault of you or your client causes such costs to arise then you are responsible for settling them.

18.4 It is expected that a normal trade will be settled by delivery through the local settlement system against payment in the local currency. Settlement in any other manner may be subject to special conditions from CIBAB.

#### **19. CUSTODIAL ARRANGEMENTS AND CLIENT MONEY**

19.1 The Carnegie UK Branch does not offer safe custody facilities and, accordingly, all orders are accepted on the basis that the client has appropriate arrangements in place in the relevant country, but if this is not the case, then any additional costs or risks shall be for your (or, as appropriate, your client's) account. Bearing in mind the short settlement periods in the markets in which we are active, if we become aware that CIBAB cannot settle the transaction by delivery to your local custodian, then the Carnegie UK Branch may take whatever alternative action is appropriate in the circumstances to protect your interests.

19.2 We do not accept responsibility for the performance of the safe custody obligations of your (or, as appropriate, your client's) local custodian.



19.3 The Carnegie UK Branch does not hold designated investments, client money or other client assets of any kind. However, in respect of a particular trade the Carnegie UK Branch may arrange for CIBAB to hold such assets, subject to its normal terms and conditions and the relevant local laws and regulations.

19.4 As the Carnegie UK Branch does not hold client money or client assets, it is not subject to UK client money or custody regimes and is not subject to the FCA's Rules relating to client assets.

## 20. TRANSACTION REPORTING

20.1 All trades are placed with CIBAB which is charged with oversight of applicable transaction reporting provisions. CIBAB will perform transaction reporting to the relevant competent authority, which is Finansinspektionen in Sweden.

20.2 In order to comply with our transaction reporting obligations, you will provide, unless otherwise agreed, such information as we may reasonably require in order to comply with such obligations in respect of the services we provide to you.

20.3 You represent that the information that you provide to us under section 20.2 above is true, accurate and complete in every material respect and that we may rely on such information without investigation unless and until you inform us otherwise and undertake to provide us with any material changes or updates to such information.

## 21. COMPLAINTS PROCEDURE

21.1 If you are not satisfied with the service you have received or if your enquiries have not been satisfied, you should raise the matter with our Compliance Officer, [UKcompliance@camegie.co.uk](mailto:UKcompliance@camegie.co.uk), who, if the matter cannot be resolved immediately, may ask you to confirm the circumstances in writing. As a professional client, you will not have access to the Financial Ombudsman Service.

## 22. CHANGES TO THESE TERMS OF BUSINESS

22.1 Any amendments to these Terms may be made at any time by giving notice to you. Such amendment will become effective 14 days after the notice was sent to you (or on such later date as may be specified in the notice), unless you consent to the amendment within a shorter period or unless such amendment is required by law, the FCA or other regulatory authority in which case any such amendment will come into effect on such date as we may specify. No amendment of these Terms will be binding on us unless agreed by us in writing. You confirm that such notice may be sent per e-mail if you have provided us with an e-mail address.

22.2 No amendment will affect any outstanding order or transaction already initiated or any legal rights or obligations, which may have already arisen.

## 23. TERMINATION

23.1 Either party is entitled to terminate this agreement at any time by giving written notice to the other party, such notice becoming effective five business days following receipt. Such termination will not affect any outstanding order or transaction or any legal rights or obligations that may have already arisen. Any fees or amounts due to the Carnegie UK Branch or to CIBAB on termination will be payable upon delivery of our invoice or other notification.

23.2 This agreement may be terminated immediately by us on notice to the client in the event that;

- a) the client commits any material breach of these Terms or other applicable terms between Carnegie and the client and, if the breach is capable of being remedied, the client fails to remedy such breach within 7 days of receipt of notice from us;
- b) the client fails to make or procure the payment of any amounts due and payable or fails to deliver financial instruments within the agreed settlement under these Terms;
- c) the client enters into liquidation whether compulsorily or voluntarily or enters into any composition with the client's creditors generally;
- d) the client has an administrator, an administrative receiver, a receiver, a trustee, a liquidator or other similar official appointed over all (or substantially all) of the client's undertaking and assets;
- e) the client has been presented a petition for or the client has an order made in respect of the client or the client has passed a resolution or is the subject of analogous proceedings for bankruptcy or is the subject of a notice issued for convening a meeting for the purpose of passing any such resolution; or
- f) any representation or warranty made or given pursuant to these Terms proves to be incorrect or misleading at the time it was made or given or deemed to have been made or given.

23.3 If any of the events set out in this clause above occur in relation to the client, the Carnegie UK Branch is entitled but not obliged to;

- a) treat any or all transactions then outstanding as having been repudiated by the client, in which event our obligations under such transactions shall thereupon be cancelled and terminated;
- b) retain the financial instruments purchased for the client;
- c) for the client's account and risk, sell such securities or other investments as are in our possession as we may in our absolute discretion think fit in order to realise sufficient funds to cover any amount due under these Terms, and the client is regarded as having consented to such an enforced sale;
- d) for the client's account and risk, replace or reverse or close-out any transaction (or part thereof), buy, sell, borrow or lend or enter into any other transaction or take, or refrain from taking, such other action at such time or times and price and in such manner as, in our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of these Terms;
- e) for the client's account and risk, convert any funds at such rate and into such currencies as we may reasonably consider appropriate at the relevant time for the purposes of exercising the powers conferred by this clause;
- f) offset all of the Carnegie UK Branch's receivables from the client arising from other financial instruments and/or services, including claims for brokerage, disbursements for taxes and duties, claims for interest, etc, and expenses or losses caused by the client's breach of one or more obligations to the Carnegie UK Branch, against any credit balance the client has with the Carnegie UK Branch on the date of the breach, irrespective of whether the claims are in the same or different currencies; and
- g) demand payment of all costs and losses that the Carnegie UK Branch has incurred as a result of the client's breach of contract, including, but not limited to, share price losses in the case of cover sales and reverse transactions, costs incurred in connection with borrowing financial instruments, interest expenses, losses due to changes in currency rates, interest expenses, etc, and other charges for late delivery, unless such costs or losses are due to the Carnegie UK Branch's negligence, fraud, wilful default or breach of contract or law.





#### 24. GOVERNING LAW

24.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter (including non-contractual disputes or claims).

#### 25. LIMITATION OF LIABILITY

25.1 The client will indemnify us and our employees, officers, agents and affiliates and keep them indemnified in respect of any losses, costs, claims, damages and expenses (present, future, contingent or otherwise and including reasonable legal fees) which arise as a result of or in connection with:

- a) the client's breach of these Terms; or
- b) our provision of services to the client pursuant to these Terms

save where such losses, costs, claims, damages or expenses arise directly from our negligence, wilful default or fraud.

25.2 In the event that the client is acting as agent for any other person, the client agrees to indemnify us in respect of any costs, expenses and losses suffered or incurred by us in relation to any transaction effected on behalf of the client's principal.

25.3 The client is responsible for ensuring that it acts at all times in compliance with all applicable legislation and these Terms. The client is responsible for ensuring that its business complies with applicable insider trading, market manipulation and conduct of business rules. The Carnegie UK Branch is not responsible for making any notifications or providing any information to stock exchanges or government bodies on behalf of the client, unless agreed in writing.

25.4 Neither we nor any of our employees, officers, agents or affiliates will have any liability to the client for any loss, expense, cost or liability suffered by any person, arising from reliance upon any information, statement, opinion or recommendation contained in any information or research provided to the client.

25.5 Without prejudice to the previous paragraph, neither we nor any of our employees, officers, agents or affiliates shall be liable for any loss, expense, cost or liability suffered or incurred by the client under these Terms, unless such loss, expense, cost or liability is suffered or incurred as a direct result of our negligence, wilful default or fraud.

25.6 Nothing in these Terms shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- b) any fraud or fraudulent misrepresentation; or
- c) breach of our obligations under FSMA or the FCA Rules.

25.7 Subject to section 25.6 above, the Carnegie UK branch (including any of its employees) and CIBAB shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms or the services provided to you.

#### 26. FORCE MAJEURE

26.1 For the purposes of these Terms, Force Majeure Event means an event beyond the reasonable control of the Carnegie UK branch or any of its employees, of CIBAB, or its or their delegates or agents, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Carnegie UK Branch or CIBAB or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

26.2 The Carnegie UK branch, CIBAB or any of its or their delegates or agents, shall not be liable to you as a result of any delay or failure to perform its obligations under these Terms as a result of a Force Majeure Event.

#### 27. TELEPHONE RECORDING

27.1 We confirm that all conversations with our authorised persons are recorded and we reserve the right to extend these arrangements to all personnel should we wish to do so.

27.2 We will make and retain records of telephone conversations and electronic communications which relate to the reception and transmission and execution of client orders in financial instruments. Such records will be available on request for a period of five years (and where requested by the FCA, for a period of seven years).

#### 28. FUTURE COMMUNICATIONS

28.1 The relationship with a client is a continuing relationship. Having provided an investment service for you we may in the future have a further communication, which we consider may be of interest to you or provide information about an investment you have acquired. If so, we may communicate with you by telephone, e-mail, other electronic message services (such as FIX connections and Bloomberg), fax or mail. Such communications will normally be made during normal business hours or at such other times as may be agreed with you or determined by the relevant market. In exceptional circumstances and to ensure that your interests are best protected, we may use the most effective means to contact you at the earliest possible time. We will however terminate any such non-written communication at any time you request it.

28.2 In addition to agreeing to these Terms, you authorise us to make such communications as are referred to in section 28.1 above following the establishment of a business relationship between us.

#### 29. DEALINGS WITH GROUP COMPANIES

29.1 The Carnegie UK Branch is a member of Carnegie, an international group of companies, several of which carry on an investment business. If you receive research or other information direct from, and/or deal directly with, an overseas member of Carnegie, then that transaction will be overseas business to which neither the client protections provided by the UK regulatory system under FSMA including FCA Rules nor the FSCS will apply.

#### 30. DISCLOSURE OF INFORMATION

30.1 When we act as agent for a client, we have a duty of confidentiality to the client. However, we may be required by law or by other regulations



to disclose information about a client or its investments and, if so, you authorise such disclosure.

30.2 To the extent that we are permitted to do so, we will advise you of such disclosures.

30.3 From time to time, we receive requests from overseas regulators in relation to individual transactions in investments. In these circumstances and subject to our obligations under the relevant law, we do not disclose information about individual clients or individual transactions other than confirming information available in the local settlement system.

### 31. NOTICES

31.1 If you require us to give any notices under this agreement to a specified officer, please instruct us accordingly. Notices to Carnegie relating to these Terms should be given to the Compliance Officer at the Carnegie UK Branch, [UKcompliance@carnegie.co.uk](mailto:UKcompliance@carnegie.co.uk). Dealing and settlement instructions should be addressed to the relevant representative or department.

31.2 You undertake to inform us immediately of any changes to your contact details for giving notice under these Terms.