

# Business Terms for Securities Trading

Effective from 7 May 2021

The following terms apply to securities trading at Nykredit Bank. You can find the latest Danish version at [nykredit.dk](http://nykredit.dk).

Legislation uses the term "financial instruments" for the securities governed by the regulatory framework – including equities, bonds, investment certificates, units in Exchange Traded Funds ("ETFs") as well as derivative instruments such as swaps, futures and options. In the following, the terms "securities" and "financial instruments" are used interchangeably.

Nykredit Bank offers securities trading in four different ways:

- trading in Nykredit's online banking service where you can trade in securities without receiving any advice from the Bank. Nykredit's online banking service comprises MitNykredit for personal customers and MitNykredit Erhverv for business customers.
- trading through Nykredit Bank staff who can provide advice on all types of securities/financial instruments, if required.
- in FX Online where you can trade in foreign exchange and certain types of derivative financial instruments covered by these terms without receiving advice from the Bank.
- by concluding a portfolio management agreement, whereby you mandate Nykredit Bank to trade securities on your behalf and where you agree with the Bank which types of securities the Bank may trade.

These Business Terms for Securities Trading contain:

- business terms for trading through Nykredit's online banking service;
- business terms for trading through Nykredit Bank staff;
- general business terms applicable to all types of trading; and
- business terms for trading under a portfolio management agreement.

In addition to the above terms, other terms and conditions apply to your products and solutions with Nykredit Bank. Examples are:

- Client Agreement on Securities Trading;
- custody agreement in case of trading in securities held in a custody account with Nykredit Bank;
- provisions for trading via FX Online as described in separate terms;
- framework agreements concluded with Nykredit Bank in case of trading in financial instruments covered by a framework agreement;
- portfolio management agreement where such an agreement has been concluded; and
- Nykredit Bank's General Business Terms where they are not derogated from.

## Customer classification

We divide our customers into the following customer categories with different protection levels: Retail customers, professional customers and eligible counterparties.

### *Retail customers*

As a retail customer, you enjoy the highest level of protection. You will typically be a retail customer if you are a personal customer, a small or medium-sized enterprise, or a local or regional authority.

When Nykredit Bank provides advice on investments and financial instruments or provides portfolio management services, we require detailed information in order to be able to recommend the securities trade best suited to fulfil your investment objective. We collect information about, for instance, your knowledge of and experience with

investment and financial instruments, the purpose of your transaction and your financial position and investment horizon.

In addition to collecting information about you as a retail customer in connection with advisory services and portfolio management, Nykredit Bank must also provide you with certain information. This also applies in situations where a trade is executed without the customer having received specific advice.

### **Sustainability**

Nykredit believes that investing sustainably is inseparable from our aim of delivering strong long-term investment returns to our customers. We make our knowledge of sustainability available to you, so that we can find the right solution together. The solution is your choice, but we always provide insight, so that the choices and their consequences are clear. Today, information on sustainability risks and their impact on returns is incorporated into the products included in our solutions. More information is available upon request to Nykredit and in Nykredit's Sustainable Investment Policy.

#### *Professional customers*

As a professional customer you are also entitled to protection, but to a lesser degree than retail customers. Generally, you are a professional customer when you satisfy at least two of the following three criteria:

Total assets	EUR 20 million	(approx DKK 150 million)
Net revenue	EUR 40 million	(approx DKK 300 million)
Equity	EUR 2 million	(approx DKK 15 million)

When Nykredit Bank provides advice and portfolio management to you as a professional customer, you are assumed to possess the necessary experience and knowledge of the products concerned and the ability to sustain losses. We still assess whether the investment to which the advice relates satisfies your investment objective. Compared with retail customers, as a professional customer, you are not entitled to receive as detailed information.

#### *Eligible counterparties*

Eligible counterparties are less protected than retail customers and professional customers. As an eligible counterparty you will, for instance, receive limited information about costs in compliance with legislation.

### **Change of customer category**

You may request a transfer to another customer category with a higher or lower protection level. For example where as a retail customer you already possess broad experience with financial instruments and/or securities trading, but do not otherwise fulfil the criteria for being categorised as a professional customer. Nykredit Bank is not obliged to accommodate the request for a change of category.

### **Warning against market abuse, etc**

Please note that you are responsible for observing current legislation, including the rules on insider trading and market abuse laid down in the Market Abuse Regulation. Please also note that it is prohibited to affect prices by placing offsetting orders in the market in which you want to buy or sell securities. Such conduct constitutes market abuse (previously known as price manipulation) and thus a violation of the Market Abuse Regulation. Market abuse is punishable by fine or imprisonment, and we must report any suspected market abuse to the Danish Financial Supervisory Authority.

### **Information provided by you**

For the purpose of trading securities with you, we require certain information about you. Without this information, we may not be able to initiate a transaction on your behalf. You are responsible for providing us with the relevant information upon request.

As a rule, when dealing with legal entities, we require a LEI code, which is a global standard designed to identify legal entities (businesses, etc.). For example, it applies if you want to trade in securities admitted to trading in a market place (eg Nasdaq Copenhagen). If you apply for a LEI code, you must expect some case handling time.

As for natural persons, we require information about your citizenship, including whether you are a dual citizen.

If you open a custody account with us, we will also need a duly signed power of attorney for tax purposes from you. We will need the power of attorney to help you make a claim for a tax refund or reduction. For us to be able to help you, you must be liable to tax in Denmark. We use our best endeavours to claim a tax refund or reduction, and for that purpose we need to receive the requisite data from you and others. This also means that we may be unable to claim a tax refund or reduction in some instances due to lack of data, time or other.

We will send the power of attorney for tax purposes to you by post. You are requested to sign the original copy and return it to us by post. Otherwise we will not be able to claim a tax refund or reduction. When we receive the duly signed original power of attorney from you, we will update your custody account with the country tax code for Denmark.

You must also inform us if you engage in short selling. Short selling roughly means that you sell financial instruments that you do not own at the time of the sale. You are to inform Nykredit Bank of any short selling activities, as short selling must be reported to the Danish Financial Supervisory Authority. If you fail to inform Nykredit of such activities, we will assume that you are not engaged in short selling.

### **Trading through Nykredit's online banking service**

You can trade in securities through Nykredit's online banking service. Certain derivative financial instruments and foreign exchange are tradable through FX Online, which is accessible via Nykredit's online banking service upon request to the Bank. You can view the status of your orders in Nykredit's online banking service.

Trading in securities through Nykredit's online banking service takes place without Nykredit Bank having assessed whether the particular security is suitable for you. Accordingly, when trading through Nykredit's online banking service, you are not covered by the protection laid down in sections 10-12 of the Executive Order on Investor Protection in connection with Securities Trading (the "know-your-customer" principle).

#### **A.1 Connecting to Nykredit's online banking service**

In order to trade securities through Nykredit's online banking service you must sign a supplemental agreement on MitNykredit securities trading and a custody agreement and have access to a cash account and a custody account with Nykredit Bank. The custody account may neither be blocked nor pledged in favour of a third party. You can order a custody account by calling Nykredit Bank, tel +45 70 10 90 00 (personal customers) or tel +45 70 10 90 10 (business customers).

The use of Nykredit's online banking service is subject to the terms and conditions laid down in the Supplemental Agreement on MitNykredit Securities Trading.

#### **A.2 Opening hours**

You can place orders through Nykredit's online banking service on all weekdays between 6:00 and 22:00. However, some order types may only be placed on official stock exchange trading days and within a specified period of time. Changes in opening hours will be announced via Nykredit's online banking service.

#### **A.3 Order types**

In Nykredit's online banking service you can place orders in four different ways:

- **Market orders** (equities, bonds and investment certificates)
- **Market orders – immediate transactions** (Danish equities, bonds and investment certificates)
- **Market orders – with limitation** (bonds, unlisted equities and unlisted investment certificates)
- **Limit orders – on-exchange transactions** (equities and investment certificates)

#### **Market orders**

When you place a market order, Nykredit Bank will seek to execute your order on a commission basis, provided that the trading systems of the Bank and the trading venue (eg Nasdaq Copenhagen) are accessible and where general market conditions so permit. Market orders will be executed at Nykredit Bank's discretion as on-exchange or immediate transactions with Nykredit Bank as counterparty. If Nykredit Bank is counterparty to the transaction, referred to as a systematic internaliser (SI) under MIFID II, it will appear from your trade confirmation. By placing your order as a market order, you accept that the transaction may be executed outside a regulated market.

Market orders generally apply within the opening hours of the trading venue. If an order is placed outside the opening hours of a trading venue, it will apply until and including the next business day. For Nasdaq Copenhagen, this means until 17:00 (extended until 17:10 for Danish equities). However, during the last 10 minutes, trades can only be executed at the price fixed at the closing auction at 17:00, and trading requires both a buyer and a seller that are willing to trade at the price so fixed. Equities that do not have a closing price at 17:00 cannot be traded. In the period from 17:00 to 17:10, execution of orders placed as either market orders or limit orders – on-exchange transactions may be pursued. Limit orders – on-exchange transactions can only be settled at the auction price. This does not apply to immediate transactions.

Placing orders in the markets of Asia, Australia and New Zealand is only possible between 06:00h and 10:00h, even though these markets may be open. Orders placed between 06:00h and 07:00h will not be executed until 07:00h at the earliest, as Nykredit Bank's business partners do not receive the orders before then.

In executing the order, Nykredit Bank will attempt to obtain the best possible result up to and including the order expiry date. The order will subsequently be deleted automatically.

When you place a market order, you must state the size of your order. The expected transaction amount may then be estimated on the basis of the last traded price at the trading venue (for foreign equities and ETFs, the transaction amount is calculated based on the closing price on the most recent trading day in the relevant market). The final settlement will depend on the price obtained by Nykredit Bank in the market.

You can also enter the transaction amount and obtain an estimate of the number/nominal amount you may buy based on the last traded price on the trading venue (for foreign equities and ETFs, this amount is calculated on the basis of the closing price on the most recent trading day).

Please note that when placing a market order you must always enter the number/nominal amount based on the latest trading price. The final transaction amount will depend on the price obtained by Nykredit Bank in the market.

When you place bond orders, estimated accrued interest will also appear on the screen.

If your order is not executed on the same day it is placed, the accrued interest will not be the same as the accrued interest of the final settlement. The reason for this difference is that accrued interest is calculated based on the day the transaction is executed.

Ordinary orders are executed according to the rules of best execution, see Nykredit Bank's order execution policy. This means that orders for less liquid securities where the difference between the purchase and sales price may be relatively large will not be executed at the purchase and sales prices available upon receipt of the order. Pursuant to the execution policy, the trading venue may differ if this offers a better result for the customer.

If the particular securities are not traded on eg Nasdaq Copenhagen or another trading venue used by Nykredit Bank, your order will be settled at the best price obtainable by Nykredit Bank, see C.8 "Extraordinary market conditions, etc". In such case, Nykredit Bank also reserves the right not to execute the order. The trading venues used by Nykredit Bank are described in more detail in Nykredit Bank's order execution policy.

If Nykredit Bank is unable to execute the entire order, the Bank reserves the right to only execute part of the order. Moreover, ordinary orders may be split up and executed as several transactions.

### **Market orders – immediate transactions**

Market orders – immediate transactions may be executed for a number of specific Danish securities. Using market orders – immediate transactions, you trade at current market prices. This means that the exact transaction price and amount are known. However, a trade is not final until the Bank has received and approved the order.

Immediate transactions are concluded with Nykredit Bank as counterparty.

Nykredit Bank quotes an immediate price based on the liquidity of the security and the market price level, etc. Nykredit Bank's access to quote immediate prices may be restricted, see C.8 "Extraordinary market conditions, etc".

Immediate transactions are executed according to the rules of best execution, see Nykredit Bank's order execution policy.

Immediate transactions are transactions executed outside a stock exchange or another regulated market. By placing your market order as an immediate transaction, you accept that the transaction will be executed outside a regulated market.

Nykredit Bank reserves the right not to quote immediate prices for securities.

The transaction will appear from Nykredit's online banking service.

The terms specified under "Market orders" apply in all other respects.

#### **Market orders – with limitation (limit orders)**

If you wish to specify a maximum price in connection with a purchase or a minimum price in connection with a sale, you may specify a limit price on your order. When you have placed a limit order, the expected transaction amount will be estimated based on the limit price. Your order is only executed if Nykredit Bank is able to settle your order within the specified limits. You must also specify the order expiry date. The order expiry date must not be more than 30 calendar days from the date of the order. In executing the order, Nykredit Bank will, within this period, seek to obtain the best possible result. The order will subsequently be deleted automatically.

Market orders – with limitation may be executed for a number of specific securities.

The terms specified in the sections "Market order" and "Limit orders – on-exchange transaction" apply in all other respects.

#### **Limit orders – on-exchange transactions**

When you trade through Nykredit online banking service, your orders in Danish equities and investment certificates can also be executed directly at the trading venue. When you choose to trade directly at the trading venue, your order will automatically be submitted to the trading system of the trading venue. Prices deviating more than 3% from the latest trading price will, however, be checked by Nykredit Bank. The order will subsequently be placed in the trading system or rejected. The order will generally be valid until the trading venue closes. You may, however, specify a longer order period, but no more than 30 calendar days from the date of the order. The order will subsequently be deleted automatically.

Orders placed directly at the trading venue must include a limit price and are therefore limit orders.

The transaction will be executed when/if counterparties are found at the trading venue.

When you place an order directly at the trading venue, your order may be split up and executed as several transactions.

For example, if you place one equity order of DKK 50,000, your order may be traded in three portions at different prices. Two transactions of DKK 20,000 and one of DKK 10,000. As a result, your order may possibly also be executed in part only. You will only receive one aggregate statement per order per day from Nykredit Bank. If an order is traded over several days, commission will be charged per trading day.

#### **A.4 Amount limits**

You may trade up to a certain amount per order through Nykredit's online banking service. The amount limits vary depending on the type of the order. Nykredit Bank may also fix individual amount limits for the respective securities. The amount limit depends on factors such as the negotiability (liquidity) of the security. If your order exceeds the amount limits, the trading system will reject your order. A message will appear on your screen. The amount limits appear from the table below.

Purchase and sale of Danish equities and investment certificates

Market orders:	DKK 2,000,000
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Market orders – immediate transactions:	DKK 50,000-500,000
Limit orders:	DKK 2,000,000

#### Purchase and sale of Danish bonds

Market orders:	DKK 10,000,000
Market orders – immediate transactions:	DKK 10,000,000

#### Purchase and sale of foreign equities and Exchange Traded Funds (ETFs)

Market orders:	DKK 2,000,000
Limit orders – on-exchange transactions:	DKK 2,000,000

### A.5 Rejection of orders

When you place an order through Nykredit's online banking service, Nykredit Bank will check your order. Nykredit Bank may reject your order if for example:

- the order differs significantly from current market conditions;
- there is a suspicion of market abuse, money laundering or terrorist financing
- the security has been suspended;
- Nykredit Bank cannot procure the security concerned;
- the order exceeds the amount limits permitted in Nykredit's online banking service;
- the order has been placed directly at the trading venue, and the order does not comply with the rules of the trading venue for transactions carried out through the trading venue's systems, see "Limited orders – on-exchange transactions" above;
- your cash/custody account does not hold sufficient funds/securities. You are, however, entitled to sell securities that are not registered in your custody account as soon as the transaction has been executed, or if purchase of the specific security is not allowed for the custody account in question, or if you exceed amount limits applicable to investment in the relevant security for a pension custody account, see C.7 "Trading for pension plan accounts".

### A.6 Cancellation of orders

If you regret an order placed through Nykredit's online banking service, you may cancel the order unless it has already been executed. Orders executed as market orders – immediate transaction cannot be cancelled as they are executed immediately. The following applies to MitNykredit Erhverv, online banking service for business customers): Orders placed as market orders cannot be cancelled in Nykredit's online banking service. If you want to place a market order, you must contact Nykredit Bank during its opening hours.

If an order has been placed at a trading venue, part of the order may have been executed. If the order has been executed in part, you may only cancel the part not executed. In case you try to cancel your order while it is being executed, the order will not be cancelled.

### A.7 Trade information

You can find all trade details as well as order statuses in Nykredit's online banking service.

### A.8 Price information

- a) Via Nykredit's online banking service, you have access to different types of price information. Nykredit Bank may to limit your access to price information.
- b) You are not permitted to disclose price information received via Nykredit's online banking service to a third party.

- c) The price information you receive via Nykredit's online banking service is indicative, and Nykredit Bank is under no obligation to trade at the stated prices. Nykredit Bank and its data suppliers are not liable for the correctness of any price information received by you via Nykredit's online banking service.

## **B. Trading through Nykredit Bank staff**

Generally, trading through Nykredit Bank staff, you must sign an agreement to that effect.

When you trade through Nykredit Bank staff, you may trade in most types of securities, financial instruments and foreign exchange.

Certain securities and simple financial instruments may be traded as "execution only", meaning that Nykredit has not offered advisory services with regard to or assessed whether the transaction is appropriate for you. Accordingly, in relation to "execution only" transactions you are not covered by the protection laid down in sections 10-12 of the Executive Order on Investor Protection in connection with Securities Trading (the "know-your-customer" principle).

Orders placed through Nykredit Bank staff will be executed as soon as possible from the time when the staff obtain knowledge of the order. If you wish to ensure that the order is executed without delay, you must place the order by telephone or via Nykredit's online banking service. If you place the order by telephone, you must make sure that Nykredit Bank is informed of the time by which the order is to be executed.

### **B.1 Order types**

You can trade through Nykredit Bank staff in five different ways:

- **Market orders** (equities, bonds and investment certificates)
- **Market orders – immediate transactions** (Danish equities, bonds and investment certificates)
- **Market orders – with limitation** (bonds, corporate bonds, unlisted equities and unlisted investment certificates)
- **Limit orders – on-exchange transactions** (equities and investment certificates)
- **Stop-loss orders** (foreign exchange products).

You must state the desired order type when placing your order.

#### **Market orders**

When you place a market order, Nykredit Bank will seek to execute your order immediately upon receipt on a commission basis, provided that the trading systems of the Bank and the trading venue (eg Nasdaq Copenhagen) are accessible and where general market conditions so permit. Market orders will be executed at Nykredit Bank's discretion as an on-exchange transaction, through a trading partner, or as an immediate transaction with Nykredit Bank as counterparty. If Nykredit Bank is counterparty to the transaction, it will appear from your trade confirmation. By placing your order as a market order, you accept that the transaction may be executed outside a regulated market.

Market orders generally apply within the opening hours of the trading venue. If an order is placed outside the opening hours of the trading venue, it will apply until and including the next business day. For Nasdaq Copenhagen, this means until 17:00 (extended until 17:10 for Danish equities). However, during the last 10 minutes, trades can only be executed at the price fixed at the closing auction at 17:00, and trading requires both a buyer and a seller that are willing to trade at the price so fixed. Equities that do not have a closing price at 17:00 cannot be traded. In the period from 17:00 to 17:10, execution of orders placed as either market orders or limit orders – on-exchange transactions may be pursued. Limit orders – on-exchange transactions can only be settled at the auction price. This does not apply to immediate transactions. In executing the order, Nykredit Bank will attempt to obtain the best possible result up to and including the order expiry date. The order will subsequently be deleted automatically.

Orders placed in the markets of Asia, Australia and New Zealand will be executed as soon as possible from the time when the staff of Nykredit Bank obtain knowledge of the order. Orders placed outside Nykredit's ordinary business hours will be executed as soon as the relevant market opens for trading again. Reference is made to A.3 for a description of trading in these markets via Nykredit's online banking service.

Nykredit Bank may execute market orders based on accumulated orders from several customers. Market orders are settled according to the rules of best execution, see Nykredit Bank's order execution policy.

If the particular securities are not traded on eg Nasdaq Copenhagen or another trading venue used by Nykredit Bank, your order will be settled at the best price obtainable by Nykredit Bank, see "Extraordinary market conditions, etc". In such case, Nykredit Bank also reserves the right not to execute the order. The trading venues used by Nykredit Bank are described in more detail in Nykredit Bank's order execution policy.

If Nykredit Bank is unable to execute the entire order, the Bank reserves the right to only execute part of the order. Moreover, ordinary orders may be split up and executed as several transactions.

### **Market orders – immediate transactions**

Using market orders – immediate transactions, you trade at current market prices. This means that the exact transaction price and amount are known. Immediate transactions are concluded with Nykredit Bank as counterparty. Nykredit Bank is open for immediate transactions between 9:15 and 16:50.

Nykredit Bank quotes an immediate price based on the liquidity of the security and the market price levels, etc, see C.8 "Extraordinary market conditions, etc".

Immediate transactions are settled according to the rules of best execution, see Nykredit Bank's order execution policy.

Immediate transactions are transactions executed outside a stock exchange or another regulated market. By placing your order as an immediate transaction, you accept that the transaction may be executed outside a regulated market.

Nykredit Bank reserves the right not to quote immediate prices for securities.

The terms specified under "Market orders" apply in all other respects.

### **Market orders – with limitation (limit orders)**

If you wish to specify a maximum price in connection with a purchase or a minimum price in connection with a sale, you may specify a limit price on your order. When you have placed a limit order, the expected transaction amount will be estimated based on the limit price. Your order is only executed if Nykredit Bank is able to settle your order within the specified limits. You must also specify the order expiry date. The order expiry date must not be more than 30 calendar days from the date of the order. In executing the order, Nykredit Bank will, within this period, seek to obtain the best possible result. The order will subsequently be deleted automatically.

Market orders – with limitation may be executed for a number of specific securities.

The terms specified in the sections "Market order" and "Limit orders – on-exchange transaction" apply in all other respects.

### **Limit orders – on-exchange transactions**

When you trade through our staff, your orders in certain Danish equities and investment certificates can also be executed directly at the trading venue. When you trade directly at the trading venue, your order will automatically be submitted to the trading system of the trading venue. Prices deviating more than 3% from the latest trading price will, however, be checked by Nykredit Bank. The order will subsequently be placed in the trading system or rejected. The order will generally be valid until the trading venue closes. However, a longer order period may be specified, but not more than 30 calendar days from the date of the order. The order will subsequently be deleted automatically.

Orders placed directly at the trading venue must include a limit price and are therefore limit orders.

The transaction will be executed when/if counterparties are found at the trading venue.



When an order is placed directly at the trading venue, the order may be split up and executed as several transactions.

For example, if you place an equity order of DKK 50,000, your order may be executed in three portions at different prices. Two transactions of DKK 20,000 and one of DKK 10,000. As a result, an order may possibly only be executed in part. You will only receive one aggregate statement per order per day from Nykredit Bank. If an order is traded over several days, commission will be charged per trading day.

Orders placed directly at the trading venue must comply with the rules on trading in the trading venue's systems. For more details, see A.3 "Limit orders – on-exchange transactions".

### **Stop-loss orders – foreign exchange products**

Under certain circumstances you can decide that an order must be executed subject to certain specified conditions (if a stop-loss price is reached). In that case, the order will not be attempted to be executed until the stop-loss price has been reached. There is a risk that, due to market conditions, the order may not be traded or may only be traded at a less favourable price than the stop-loss price, for instance. This means that there is no guarantee that a stop-loss order will be traded or that it will be traded at the agreed stop-loss price. A stop-loss order therefore does not constitute any guarantee against losses, and Nykredit Bank cannot be held liable for non-execution of stop-loss orders or execution at a less favourable price.

### **B.2 Withdrawal of orders**

Orders placed are binding from the time of receipt of the order. Market orders may only be withdrawn as long as they have not been executed. If the order has been executed in part, you may only withdraw the part not executed. Market orders – immediate transactions cannot be withdrawn.

## **C. General business terms applicable to trading through Nykredit's online banking service, Nykredit Bank staff or otherwise**

### **C.1 Suitability statement**

When Nykredit Bank provides investment advice to you as a retail customer, a written suitability statement is prepared before the transaction is performed, specifying the advice given and how that advice meets your preferences, objectives and other characteristics. We advise you to read the statement immediately upon receipt.

If you enter into an agreement with Nykredit on the purchase or sale of a security by means of remote communication which prevents the prior delivery of a suitability statement, Nykredit Bank may provide the suitability statement in a durable medium without undue delay after execution of the transaction.

If Nykredit Bank provides portfolio management services, or if, while providing investment advice, Nykredit Bank has informed you that we will carry out a periodic assessment of suitability, the periodic report will contain an updated statement of how the investment meets your preferences, objectives and other characteristics.

### **C.2 Custody account registration**

When you trade securities, they will appear in your custody account immediately upon execution. The funds required to buy the securities are reserved immediately. The number of settlement days will vary, but it will typically take 2-3 trading days. When the transaction has been executed, you will receive a trade confirmation from Nykredit Bank containing registration and settlement details. You should check that the trade confirmation corresponds to the agreed transaction.

### **C.3 Payment**

Your purchase of securities generally depends on sufficient funds being available in your account (subject to reservations for price changes and charges). If the amount is not finally settled with the Bank, eg if your account(s) does not hold sufficient funds, the Bank is entitled to cancel your purchase immediately and without notice. Costs related thereto and losses, if any, will be payable by you. Correspondingly, your sale of securities depends on the presence of the securities concerned at the sale. If that is not the case, the Bank is entitled to cancel your sale immediately without notice. Costs related thereto and losses, if any, will be payable by you. If you place your order through Nykredit's online banking service, the securities must be present when the order is placed, or a transaction must have been executed which has not yet been registered in your custody account.

#### **C.4 Cancellation of orders or transactions**

Trading venues may, in exceptional circumstances and in accordance with their own rules, suspend or cancel orders or transactions. If a trading venue cancels or suspends a securities transaction or a securities order, Nykredit Bank will be entitled to cancel or suspend corresponding orders or transactions where the securities are traded with you. This applies whether Nykredit Bank has traded with the trading venue on your behalf or Nykredit Bank has been a counterparty to the transactions.

Nykredit Bank may cancel a transaction if, in our opinion, it does not reflect market conditions. Examples include, but are not limited to, illiquidity or suspension of an asset and erroneous information sources or price information from trading counterparties. Nykredit Bank may also cancel a transaction if we suspect insider trading or market abuse, if we suspect money laundering or terrorist financing, or if any other circumstances concerning you as a customer or the security give rise to cancellation.

We are not required to contact you by telephone prior to cancellation, but we will always inform you that we have cancelled your order or transaction. If a transaction is cancelled, Nykredit Bank will return the relevant securities and funds to the parties involved.

#### **C.5 Changes to orders or transactions**

The trading prices provided by or to Nykredit Bank may be erroneous. Nykredit Bank is not bound by a transaction at an erroneous trading price if Nykredit Bank is able to prove that the trading price was obviously wrong at the time of the transaction or that you knew or should have known at the time of the transaction that the trading price was erroneous. In the above situations, Nykredit Bank is entitled to correct the trading price and apply either the trading price at which Nykredit Bank hedged the trade or alternatively the historical market price.

#### **C.6 Redemption of bonds**

If you place an order for a sale of bonds just before redemption, there is a risk that the order will be executed after the redemption date.

If so, Nykredit Bank will cancel/reduce the trade, and the bonds to be redeemed will be returned to your custody account. Similarly, the transaction amount will be withdrawn from your account. Any costs related thereto will be payable by you.

#### **C.7 Collateral**

As security for payment, the securities bought by you will be pledged to Nykredit Bank. If there are not sufficient funds in your account on the settlement date, Nykredit Bank may enforce the pledge and sell the securities concerned. You will be liable for any losses incurred.

#### **C.8 Trading for pension plan accounts or children's savings accounts**

When you buy securities for a pension plan account or a children's savings account, a maximum of 20% may be placed in securities issued by any one issuer. The 20% includes all types of securities issued by any one issuer, including all types of equities and corporate bonds. Consequently, different securities from the same issuer must be regarded collectively. However, you may always invest a basic amount, subject to annual change, in securities issued by the same issuer. Investment funds as well as government and mortgage bonds are not subject to these rules.

#### **C.9 Settlement terms for foreign exchange trading in connection with securities trading**

These terms apply to foreign exchange trading in connection with a purchase or sale of securities.

Trading in foreign securities often involves a foreign exchange trade of an amount equal to the amount in the foreign currency of the securities transaction. The actual settlement takes place in DKK, unless otherwise agreed.

Unless otherwise agreed, securities are traded on the standard settlement terms applicable in the relevant country. Unless otherwise agreed, the exchange rate is fixed through Nykredit Bank's foreign exchange hedge on the trading day or on the business day following the securities transaction at the latest. The foreign exchange transaction is settled at market price.

A spread is deducted from/added to the traded exchange rate. The spread appears from Nykredit Bank's list of exchange rates quoted ("Nykredit Banks noteringskurser") at nykredit.dk.

The exchange rate applied, including the exchange rate spread, will appear from the trade confirmation.

### **C.10 Derivative financial instruments**

Trading in derivative financial instruments, such as swaps, futures, options and forward exchange contracts, is subject to prior individual agreement.

Forward exchange contracts and swaps may be traded through FX Online, which is accessible via Nykredit's online banking service. Orders in derivative financial instruments are market orders – immediate transactions and are subject to the terms of A.3. Derivative financial instrument transactions are executed as OTC transactions with Nykredit Bank as counterparty. OTC is short for "over the counter", ie a transaction concluded directly with the securities dealer outside a regulated market. The price will be agreed on execution of the transaction. A number of elements are crucial for the pricing, including the Bank's access to hedging foreign exchange and interest rate risks in the market, the Bank's capital usage and the counterparty risk relating to the transaction. When trading in derivative financial instruments, you accept that the transaction is executed outside a regulated market.

### **C.11 Extraordinary market conditions, etc**

In case of extraordinary market conditions, Nykredit Bank may choose to derogate from the generally applicable settlement principles. In that case, it will appear from your trade confirmation.

For securities not traded regularly, or not traded in the trading venue's systems, Nykredit Bank will execute your order at a price which represents the best price and conditions in general given the circumstances, taking into consideration the development in interest rates and prices, knowledge of market supply and demand, the price of corresponding securities, information available about the issuer and conditions in general.

### **C.12 Fees**

When you trade in securities through Nykredit's online banking service or Nykredit Bank staff, the following fees may be charged:

- commission calculated on the basis of the market value of the transaction, however, always a minimum fee;
- price spread;
- foreign transaction costs and indirect taxes, if relevant;
- foreign exchange costs;
- custodian fees.

Current prices of securities trading and custody services appear from the Bank's price lists relating to custody services and securities trading.

### **D. Business terms for trading under a portfolio management agreement**

If you have entered into a portfolio management agreement, transactions are executed by Nykredit Bank but at your risk and expense. Nykredit Bank monitors your portfolios on a current basis and adjusts their composition and allocation to individual investment objects according to the expectations for the return obtainable.

Nykredit Bank makes its own investment decisions to the best of its ability and knowledge, but subject to the guidelines agreed separately with you. For example, the type of financial instruments in which investments may be made will be agreed with you.

Following each transaction, a trade confirmation will be forwarded to you.

#### *Right of cancellation*

Agreements on the purchase of securities and financial instruments and other directly related agreements are not covered by the right of cancellation laid down in the Danish Consumer Contracts Act. Consequently, such agreements cannot be cancelled.

#### *Recording and keeping records of communication*

Nykredit Bank records and keeps records of all telephone conversations and electronic communication which will or may result in a securities transaction. You may obtain registrations of this kind from Nykredit Bank for a period of up to five years, and up to seven years at the request of any one authority.

#### *Information about advisory services*

Any advice offered by us on securities trading is offered on a non-independent basis. Our advice constitutes non-independent in part as we offer advice on financial instruments issued by Nykredit or entities closely related to Nykredit. In addition, we will offer advice on selected securities from other issuers who are not closely related to Nykredit.

Unless otherwise stated in the other agreements concluded between us, Nykredit Bank will not provide you with a periodic assessment of the suitability of the recommended financial instruments.

#### *Reporting of services performed*

Following a trade, you will receive a trade confirmation, which will generally be forwarded no later than the first business day after execution of the transaction. In some cases, it may take longer, eg in respect of foreign securities.

Customers with securities in custody accounts will receive a quarterly statement. The statement will be prepared as at the last Danish business day in the previous quarter and shows the entries recorded in the custody account and the disclosures made to the tax authorities. A portfolio statement can be ordered at any time against a fee.

If you hold financial instruments under a framework agreement, you will, unless otherwise agreed, receive a quarterly statement of transactions concluded and the market value of the instruments concerned. In addition, an annual statement is drawn up from which the financial contracts reported to the tax authorities appear.

If you have entered into a portfolio management agreement, you will receive a report every three months showing the performance of the portfolio management unless otherwise agreed with you. Reports will be forwarded monthly if leverage is involved. Leverage means investments funded with borrowed funds where the securities serve as security for the loan.

#### *Reporting of losses*

Pursuant to current legislation, you will for certain products depending on your customer category be notified if the value decreases by more than 10%.

#### *Changes to terms*

These Business Terms for Securities Trading are subject to change by Nykredit Bank, with effect for all transactions. If the changes are to your disadvantage, you will be informed in reasonable time before they come into force.

The Business Terms for Securities Trading apply together with the General Business Terms for personal or business customers, as the case may be, of Nykredit Bank.