



GENERAL TERMS AND CONDITIONS OF INVESTMENT SERVICES

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1 SCOPE OF APPLICATION AND DEFINITIONS

1.1 Scope of Application and Contract Terms

These general terms and conditions of investment services shall apply to the client relationship between the Client and the investment services company UB Asset Management Ltd ("UB"), being part of the United Bankers Plc Group (the "UB Group"), in the provision of investment and ancillary services and, as applicable, to the contractual relationship regarding insurance mediation as well as the Client's other dealings with the UB Group.

UB also provides certain investment and ancillary services through its tied agents, as well as insurance mediation services through insurance agents and its personnel. The general terms and conditions shall also apply to the aforementioned. Information concerning the service providers of the UB Group is available on UB's website.

In addition to these terms and conditions, the applicable product and service-specific terms and conditions pertaining to the products and services selected by the Client at any given time, along with their appendices, as well as UB's price list in force from time to time and/or the product or service-specific price list, and/or any fee or charge separately agreed upon with the Client shall also apply to the client relationship. The set of terms and conditions applicable to the Client shall hereinafter be collectively also referred to as the "Contract Terms".

UB's price list in force from time to time is available at the UB Website at unitedbankers.fi — Usein kysyttyä — Asiakasinformaatio.

The client relationship shall, furthermore, be subject to the applicable legislation and official regulations in force from time to time.

The Contract Terms, along with the regulation governing the provision of investment services and ancillary services shall not only be applicable to the Client, but, to the extent applicable, also to the Client's Delegate and Representative. The Contract Terms shall also be applicable to the Client's dealings with the UB Group in cases where the Client and UB have not yet signed a separate Client Agreement.

In the case of any discrepancies between these Contract Terms and the specific terms and conditions governing products or services and/or the price lists, the product and service-specific terms and conditions, along with their price lists, appendices and information shall prevail. As concerns orders, the Market Rules in force from time to time shall additionally be applicable. Should the Contract Terms deviate from the Market Rules, the Market Rules shall prevail.

In the case of any discrepancies between different language versions of these terms and conditions or the product or service-specific terms and conditions or other UB's written documents, the Finnish-language terms and conditions and documents shall prevail.

1.2 Definitions

For the purposes of these general terms and conditions, the following capitalised concepts and expressions shall have the meanings ascribed to them below, unless expressly otherwise stated or unless the context otherwise requires:

Book-entry securities Shares, units or other rights referred to in the Securities Markets Act and other financial instruments or comparable rights referred to in the Act on Investment Services or other securities registered to the book-entry securities system.

Cash Assets The Client's cash assets under UB's custody.

Clearing House An entity referred to in the Act on the Book-Entry System and Clearing and Settlement, authorised by an authority and supervised by an authority, and a Finnish or foreign central securities depository referred to in the same Act, whose task is to determine and/or settle orders executed in the Trading Venue.

Client A party that has concluded a Client Agreement with UB and is acting on their own behalf *vis-à-vis* UB and whom UB has accepted as its Client.

Client Agreement A body of contracts between UB and the Client, encompassing the Client Agreement and these General Terms and Conditions of Investment Services, along with the product or service-specific agreements and/or terms of contract appended to the Client Agreement from time to time, including any attachments thereto.

Contract Terms Encompass these general terms and conditions for investment services along with the product and service-specific contract terms pertaining to the products and services selected by the Client from time to time, as well as UB's price list in force from time to time and/or the applicable product or service-specific price list.

Custodian A party who, by virtue of law, engages in the safekeeping of client assets pursuant to a license granted by an authority and under the supervision of an authority. The custodian may be a domestic or foreign entity supervised by the Financial Supervisory Authority, a foreign EEA supervisory authority or the supervisory authority of a third country.

Delegate A contact person appointed by the Client or another person authorised by the Client, with the right to issue UB orders, directives and instructions binding on the Client on behalf of the Client and to manage the assets subject to the Client Agreement.

Eligible Counterparty An entity as defined under the Act on Investment Services operating in the financial markets under a licence, the State of Finland, a foreign state and a foreign body managing sovereign debt, the European Central Bank, the Bank of Finland or a comparable entity or organisation. A major corporation as defined under the Investment Services Act may grant its consent to being treated as an eligible counterparty.

Financial Instrument Any transferable domestic or foreign security referred to in the Securities Markets Act, which may be connected to the book-entry system, or any other financial instrument, derivatives contract or fund unit referred to in the Act on Investment Services. For the purposes of these general terms and conditions, a financial instrument shall also refer to other transferable rights or commitments.

Fund Savings Agreement The agreement concluded by the Client with UB concerning monthly fund savings.

Insurance mediation Insurance mediation activities carried out by the UB Group and insurance agents cooperating with it on behalf of the insurance companies represented.

Investment Services Company An entity providing investment services, licensed by a public authority to carry out investment services activities and operating under authority supervision.

Investors' Compensation Fund A fund referred to in the Act on Investment Services from which investors can be compensated for undisputed receivables from an investment services provider in the event of the insolvency of the investment services provider. No compensation shall be payable from the Fund to Professional Clients.

LEI Code An international entity identifier intended to identify companies and entities operating within the financial markets and trading in listed shares, ETFs or other exchange-traded securities or derivatives. LEI stands for Legal Entity Identifier. The code consists of 20 characters and is based on the ISO 17442 standard.

Limit Price The minimum price specified by the Client for their sell order and/or the maximum price specified for their buy order.

Market Rules Decisions, official regulations and

guidelines as well as the rules, guidelines and regulations of Trading Venues and clearing entities, market self-regulation and the trading practices applicable from time to time.

Non-Professional Client A non-professional client as defined under the Act on Investment Services. Clients other than professional clients or eligible counterparties shall be deemed to constitute non-professional clients.

OmaUB Online Service An online service provided by UB to its Clients, to which the Client logs in with their online banking credentials, a mobile certificate or their own username or password. In the OmaUB online service, the Client can, for instance, monitor the performance of their portfolio, make investments directly online, view and download reports of their investments, and manage matters related to the client relationship electronically.

Order An order submitted by the Client to UB, being binding upon the Client, to buy or sell Financial Instruments or to execute other transactions involving the Financial Instruments or Cash Assets.

Professional Client A professional client as referred to in the Act on Investment Services. The prerequisites for professionalism include, *inter alia*, the Client being engaged in manifestly professional investment activities in terms of their scope, regularity and organization.

Representative A person who, by virtue of their statutory right of representation, has the right to submit orders, directions and instructions binding on the Client to UB as well as to manage the assets subject to the Client Agreement on behalf of the Client.

Settlement Date The date on which a trade involving a financial instrument is settled.

Trading Venue. A regulated market, multilateral trading facility or organized trading facility referred to in the legislation, and a corresponding trading facility in a jurisdiction other than Finland.

UB Website The website of the UB Group at www.unitedbankers.fi

2 CLIENT RELATIONSHIP AND CLIENT INFORMATION

2.1 Client information

In connection with becoming a Client, and when submitting Orders concerning any individual Financial Instrument, investment insurance or corporate loan investment as well as when agreeing upon the custody of securities and other services throughout the client

relationship, the Client shall submit to UB the basic information concerning the Client, as requested by UB, including any information required for the purpose of identification, know-your-customer requirements, suitability and appropriateness assessment, withholding and reporting taxes, as well as the information and documents required from time to time for the purposes of personal advisory pertaining to insurance mediation and insurances.

The Client shall be obligated to provide UB with all the sufficient and correct information required by the applicable legislation and the authorities from time to time, including information concerning their financial standing, investment experience and knowledge, and their objectives concerning the investment service.

In relation to private individuals, the prerequisite for accepting an Order is for the Client to have provided UB with the requisite information regarding their nationalities and any other required additional information. For legal entities, a valid LEI code shall be required.

In case there is a statutory Representative or Delegate acting on behalf of the Client, the information must also be submitted in relation to the Representative or Delegate, as applicable.

The Client hereby authorises UB to verify the correctness of the client information provided by them for the purposes of fulfilling the statutory know-your-customer obligation binding upon UB, as well as their client and credit information from public data sources. This authorisation shall be in force both when opening the client account and throughout the client relationship.

UB shall have the right to update client details from the public registers that UB is able to access to obtain information concerning the Client. UB may refuse receipt of the Client's information from the Client until the Client's information is available from public registers, such as, for instance, the Client's address details from the population information systems and information from corporate registers maintained by the Finnish Patent and Registration Office.

The Client shall separately notify UB in writing, in case information available from public registers must not be used as the Client's address and other contact details. The Client cannot invoke non-receipt of information affecting the client relationship if such non-receipt was due to the Client's failure to notify UB of their preference to receive information from UB in a manner other than based on contact details obtained from public registers.

UB shall collect and retain personal data in

compliance with the legislation governing Investment Services Companies and in compliance with the GDPR, as well as all other binding regulation. The privacy statements stipulated under the GDPR are available at UB's website.

2.2 Client's authorisation

The Client's Delegate may submit Orders and issue directions to UB on behalf of the Client in a binding manner. The Client shall be liable for all actions carried out pursuant to all orders, directions and instructions issued by the Delegate on behalf of the Client. It is stated for the sake of clarity that the contact person designated by the Client shall be considered to be the Delegate.

UB shall be entitled, with liability for same being vested in the Client, to also comply with an Order and instructions issued by a person other than the Delegate authorised by the Client in writing, provided the relevant person submitting the Order or issuing the instructions is by virtue of their employment, official, or other position entitled to do so, or if UB otherwise has a justified cause to assume that the person in question is entitled to act on the Client's behalf as the Client's Delegate. In such a case, the relevant person shall be subject to the application of the same principles as the contact person or another person authorised by the Client in writing.

The Client shall remain liable for any legal acts carried out by the Delegate until UB has received a written notification concerning the cessation of the authorisation and until UB has had a reasonable time period to update the information of the cessation of the authorisation in its information systems.

The Client shall be obligated to immediately notify UB in writing of any changes in the Delegate and/or of the cessation of the authorisation.

The provisions of this Section 2.2. shall be similarly applicable to the Client's statutory Representative.

2.3 Minors and other parties under guardianship

Any agreement and notice of termination of any agreement concluded on behalf of a minor or any other party placed under guardianship shall be signed by all the guardians jointly, unless the guardians have issued a different authorisation.

Any changes in the guardianship shall be notified to UB in writing forthwith.

2.4 Client's obligation to communicate changes in client information

The Client shall be obligated to immediately notify UB in writing by email, in the OmaUB online service or by letter of any changes in the previously notified identification and contact details, address or other client details, country of domicile, tax standing, nationality, information impacting the suitability and appropriateness assessment, circumstances affecting the use of products and services or in other comparable matters.

The Client shall also notify UB in the manner described above if there are any changes in their contact person or other Delegate or Representative and of the termination of such authorisation, guardianship or power of representation. The Client shall also be obliged to communicate at the earliest opportunity of any changes to information that may affect the client classification as a Non-Professional or Professional Client or an Eligible Counterparty.

UB shall not be liable for any losses incurred from the Client's failure to notify UB of changes in the information provided by them to UB. The Client cannot invoke non-receipt of information affecting the client relationship if such non-receipt was due to the Client's failure to notify UB of changes in the above-mentioned information they have provided to UB. UB shall not be liable for any losses incurred from the failure of the Client to communicate changes in their client information.

2.5 LEI Code

A prerequisite for submitting an Order is for the Client, who is a legal person, such as a company or foundation, to have a valid LEI Code, which the Client has communicated to UB. The Client undertakes to maintain the LEI Code throughout the client relationship for the purposes of executing transactions carried out by UB on behalf of the Client. However, no LEI Code shall be required, for instance, for subscriptions or redemptions of units in ordinary mutual funds or for trading in unlisted shares.

2.6 Market Abuse Regulation

The Client is aware of the provisions of the Market Abuse Regulation and of other regulations that pertain to one's status as an insider of companies subject to investment activities. The Client undertakes to notify UB in writing of the companies in which they are an insider. UB shall only trade in Securities subject to insider regulations pursuant to an Order separately submitted by the Client. The Client shall itself be liable for ensuring that they or the Delegate or Representative acting on their behalf complies with insider regulations in submitting orders. The Client shall be itself obligated to file the notifications into the insider register of the relevant company. The Client must also immediately inform UB of any changes in

such information.

2.7 Recording of conversations and messages

UB shall have the right to record its conversations with the Client as well as all messages and both physical and electronic meetings as well as the notes made in same. UB shall have the right to utilise such recordings for the purposes of managing the client relationship and as evidence in resolving any disputes as well as for any other purposes it has specifically communicated to the Client in the privacy statements.

A copy of the recordings of conversations and messages exchanged with the Client shall be available upon request for a period of five years, or at the request of the competent authority, for a period of seven years. UB shall be obligated to make the recordings available to the competent authorities at their request.

2.8 Electronic means of communication

The Client acknowledges and accepts that the use of electronic means of communication, such as e-mail and the OmaUB Online Service, is associated with specific risks, including the potential failure of the message to reach the intended recipient, the potential unauthorized disclosure or modification of its content by a third party. UB shall be entitled to rely on the authenticity and correctness of messages received by electronic means.

2.9 Fees, charges and expenses

UB shall charge a fee in accordance with its price list for services or its product-specific price list in force from time to time, or as separately agreed with the Client, as well as the expenses related to handling the Order. The service price list of the UB Group in force from time to time is available from the UB Website.

The fees and charges charged by UB to the Client for asset management services are defined in the asset management agreement or the appendix thereto.

In addition to the fees payable to UB with regard to products and services, the Client shall also pay for any fees that third parties charge to UB, as well as any other expenses related to the product or service. UB shall always have the right to charge from the Client any taxes and official tariffs pertaining to the said fees, expenses and charges in accordance with the valid legislation or any subordinate regulations in force from time to time.

Information regarding the fees and any other expenses pertaining to the products and services to be offered to the Client shall be provided to the Client

prior to providing the service, and regularly during the validity of the investment, in conjunction with the reporting in accordance with separate product and service-specific terms and conditions.

Furthermore, UB may charge interest on exceeding the balance of the Client's funds in the client funds account in accordance with the service price list in force from time to time.

Should the Client submit an Order for a Financial Instrument using distance communications so that it is not possible to provide information on the costs and charges in advance, the Client agrees that UB may provide information concerning costs and charges to the Client after the execution of the Order, without any undue delay.

With respect to assets held in custody with UB, UB shall be entitled to withdraw the fees and charges from the Client's account or deduct same from the items accruing in the Client's custody account.

2.10 UB's right of retention

UB shall have the right of retention to the Financial Instruments acquired on behalf of the Client, as security for any unpaid order fees, transfer tax or any foreign tax payable for an order, its fee along with any other charges and expenses incurred by UB as a result of the order, as well as any interest on arrears pursuant to the Interest Act, or any other losses incurred by UB insofar as UB has not been able to deduct and withhold such receivables from its payments to the Client. UB shall also be entitled to withhold the Client's cash assets or cash assets it receives on behalf of the Client to ensure the payment of such receivables, and to implement any necessary measures, such as requiring the Client's bank to implement an authorisation hold or bank transfer prohibition to safeguard UB's rights.

In case the settling of such receivables requires for the liquidation of the Client's Financial Instruments, UB shall be entitled to sell the Client's Financial Instruments, without consulting the Client, in the manner it deems the most suitable and, if possible, in a regulated market or multilateral trading, or organised trading system. The transaction price received and any returns that have fallen due shall be applied towards covering the overdue receivables and any losses or expenses incurred by UB. Should any funds remain thereafter, such funds shall be paid out to the Client.

3 CLIENT CLASSIFICATION, INVESTMENT ADVICE AND PRE-CONTRACTUAL INFORMATION

3.1 Client classification

UB classifies its Clients availing themselves of investment and ancillary services as Non-Professional Clients, unless the Client is informed otherwise. During the course of the client relationship, UB may alter the Client's classification into that of a Professional Client, and in the case of a corporate client, into that of an Eligible Counterparty, provided the classification requirements set forth under the Finnish Investment Services Act concerning professional clients or eligible counterparties are met.

Pursuant to the Act on Investment Services, the Client has the right to submit a written request for a change in their client classification. A change in the classification may impact investor protection and the application of conduct of business provisions. UB will consider the grounds for changing the classification and whether it will accept the Client's request on a case-by-case basis. Pursuant to its statutory obligations, UB has the right to provide the issuer or provider of a Financial Instrument with information on the Client's client classification upon request.

3.2 Terms and conditions concerning investment advice

Investment advice shall refer to the issuance of personalised recommendations to the Client regarding one or several transactions pertaining to Financial Instruments, either at the request of the Client or upon UB's initiative. Investment advice also encompasses the provision of recommendations concerning investment insurance.

The nature of the investment advice offered by UB to its Clients is non-independent.

Non-independent investment advice, as referred to under the Act on Investment Services, means investment advice other than independent investment advice. The investment advice provided by UB is not based upon an extensive analysis of different financial instruments, but, rather, is primarily limited to UB's own products, or products with which UB is closely affiliated, such as through a co-operation agreement. Based on such a contractual relationship or another close link, UB may, for instance, accept sales commissions from third parties or another UB Group company. The purpose of any such fees received is to improve the quality of the services provided to the Client.

3.3 Suitability assessment

Prior to the provision of investment advice, the Client undertakes to furnish UB with sufficient information regarding the Client's knowledge and experience in relation to each of the product or service type offered by UB, along with information concerning the Client's financial standing, investment objectives and risk

profile, so that UB is able to recommend investment services and Financial Instruments suitable for the Client, aligned with their risk limit and loss tolerance. In case the Client fails to provide UB with sufficient information, UB shall be unable to conduct a suitability assessment and, hence, will be unable to recommend any services or products to the Client.

When providing investment advice, UB shall assess the suitability of the recommendations for the Client prior to the Client making any investment decisions, and Non-Professional Clients shall be provided with a statement on the suitability of the recommendation in a durable medium prior to executing any transaction. UB shall not recommend products or transactions not suitable for the Client. Should UB consider a Financial Instrument or service to not be suitable for the Client, UB shall inform the Client and warn the Client of the risk entailed by the transaction. UB will not provide the Client with an assessment of the suitability of the Financial Instruments recommended to the Client on a regular basis, unless otherwise agreed with the Client.

3.4 Orders with simple Financial Instruments initiated by the Client

Should a Client submit an order on their own initiative, without any investment advice being provided by UB and where the Order pertains to a simple Financial Instrument, as set forth in the Act on Investment Services, UB will not assess the suitability of the Financial Instrument for the Client, nor the appropriateness thereof, *i.e.* whether or not the Client possesses sufficient knowledge and experience to understand all the risks associated with the Financial Instrument.

When the Financial Instrument in question comprises a complex Financial Instrument (such as structured investment products), UB shall assess the appropriateness of the financial instrument for the Client.

3.5 Pre-contractual information under the Act on Investment Services

Pursuant to the Act on Investment Services, a service provider is required to provide the Client information concerning, *inter alia*, the service provider and the authority supervising the said provider, the investment services being provided to the clients, client classification and suitability assessment, retention of client assets, prevention of conflicts of interest, incentives, Investors' Compensation Fund as well as of the Financial Instruments and the risks associated therein.

The Client agrees that such information will be made available on UB's website or as otherwise agreed with the Client.

4 TELEPHONE AND DISTANCE SALES

4.1 Written confirmation procedure in telemarketing

In case UB offers a consumer client investment services or a Financial Instrument over the telephone and the Client expresses their willingness to enter into a client agreement with UB, the client agreement shall be delivered to the Client after the telephone conversation either through the OmaUB Online Service or in writing to be signed so that the Client can save and reproduce the information in the Client Agreement and its attachments in unaltered form.

The Client Agreement shall be considered to constitute a written offer as referred to under the Consumer Protection Act, and by signing the Client Agreement, the Client accepts the offer in accordance with the Consumer Protection Act in a durable manner. The Agreement shall not become binding on the Client or UB in case the Client does not sign the Client Agreement furnished to them.

4.2 Right of withdrawal in distance sales

Agreements made by consumer clients in the OmaUB Online Service or otherwise in accordance with regulations governing distance sales may entail the right of withdrawal. The right of withdrawal shall be indicated in the product-specific information or in the terms and conditions of the product. In case no right of withdrawal is mentioned in such product information or terms and conditions, the following terms and conditions shall be applicable.

As a rule, a consumer client shall have the right to withdraw from an agreement concluded by them for investment services or an investment instrument, when the agreement was concluded in distance sales, *i.e.* from start to finish without meeting with UB's representative in person.

A consumer Client shall have the right to cancel an agreement they have concluded in distance sales by giving UB notice of same within fourteen (14) days of entering into the agreement. The notice of withdrawal shall be made to UB's client service in writing. In addition to the Client's personal data, the notice shall also specify the agreement being cancelled. Where the Client withdraws from an agreement, UB shall have the right to charge the actual costs and fees incurred from the services rendered as specified in the price list valid from time to time. Upon withdrawal from an agreement, the Client shall be obligated to reimburse to UB any payments received from UB under the agreement no later than thirty (30) days after submitting the notice of withdrawal or risk the lapse of the right of withdrawal.

The right of withdrawal shall not apply to payment orders, nor to any products or services the price or value of which fluctuates according to changes in the financial markets that are beyond UB's control. These include, *inter alia*, agreements concerning Financial Instruments as well as investment services and products. Consequently, a consumer client shall not have the right of withdrawal in relation to the intermediation and execution of orders for investment products.

The right of withdrawal shall not apply to transactions conducted by means of distance communication when such transactions are related to an existing agreement or if the agreement is fulfilled before the expiry of the withdrawal period at the Client's express request. The right of withdrawal shall also not apply when making amendments to an agreement.

A consumer client may withdraw from an investment services agreement concluded for the custody of financial instruments in distance sales. When a consumer client exercises their right of withdrawal, UB has the right to charge the actual costs and fees according to the service price list for the period during which the agreement was in force or financial instruments were kept in custody. A custody fee shall be charged also for maintaining an empty book-entry account.

5 TRANSMISSION AND RECEPTION OF ORDERS

5.1 Principles concerning the reception, transmission and execution of orders and conflicts of interest

UB has in place operational principles pertaining to the transmission and execution of Orders, as well as processes for ensuring that the best possible outcome is achieved for the Client, considering matters pertinent for the execution of the Order, such as price, costs, speed, probability of execution and delivery, magnitude and nature.

The principles governing the transmission and execution of Orders as well as UB's operational principles for avoiding and managing conflicts of interest are available from UB's website. The terms and conditions set forth under this Section 5. below as well as other general terms and conditions of investment services shall additionally be applicable.

5.2 Issuing an Order

The Client may issue an Order for a Financial Instrument orally, in writing, by email, via the OmaUB online service or in any other manner separately agreed with the Client. UB shall be entitled to send written information concerning the Order to the Client

electronically, by letter and e-mail or in any other manner separately agreed with the Client, as well as to make the information available via the UB online service.

Any instructions concerning the transfer of assets shall always be submitted to UB in writing.

5.3 Entry into force of an Order

An Order issued by the Client shall enter into force when UB has received sufficient information thereof as specified below and has accepted it as an Order. The content and time of arrival of an Order sent by e-mail or via the OmaUB online service shall be verified from UB's information system. UB must always record the content of any oral Order and telephone conversations conducted with the Client concerning an Order. In case the Client issues an oral Order, the Client acknowledges the risk of misunderstandings associated therein. The Client shall be responsible for ensuring that the Order reaches UB.

Any Order submitted by the Client shall contain the following:

- (i) the name of the Client and of the contact person submitting the Order;
- (ii) details of whether the Order in question constitutes an Order to buy or sell;
- (iii) the Financial Instrument and quantity;
- (iv) the price terms (e.g. limit price);
- (v) the period of validity of the Order;
- (vi) any authorization issued by the Client to execute the Order during its term of validity at the time deemed best by UB; and
- (vii) any other information required to execute the Order and settle the transaction, such as information furnished in a timely manner as to the manner in which the Financial Instruments and cash assets the Order pertains to will be allocated to the Orders, as well as the accounts and custody accounts to be credited and debited.

UB cannot receive the Client's Order until the necessary Client specification identification has been recorded in UB's information systems. The requirement for the execution of an Order for a Client that is a legal entity, is for them to have a valid Legal Entity Identifier that the Client has furnished to UB for its information. However, no LEI Code shall be required, for instance, for subscriptions or redemptions of units in ordinary mutual funds or for trading in unlisted shares.

As concerns private individuals, UB requires the Client to have provided the requisite information regarding, *inter alia*, their nationalities and any other requisite additional information. In case a statutory Representative or Delegate is acting on behalf of the Client,

the information must also be submitted in relation to the Representative or Delegate, as applicable. UB shall be able to accept an Order once UB has received all the necessary information and once UB has had a reasonable time period to update the information in its information systems as well as to carry out any other requisite measures to ascertain the correctness of the information provided.

UB shall have the right to refrain from executing any Order that lacks any required information. Furthermore, UB shall not be obligated to receipt and transmit or execute Orders, if UB assumes that they may be in breach of any regulations, Market Rules or the approved rules of the relevant Trading Venue.

The Client is aware that pursuant to the Act on Trading in Financial Instruments, UB may be obligated to publish the Client's Order concerning a share if the Order cannot be executed immediately at the limit price set by the Client or higher. If the price condition in the Client's Order differs materially from the prevailing market price level of the Financial Instrument being the subject of the Order, the Client agrees that UB may refrain from publishing such an Order.

In case the Client submits an Order concerning a Financial Instrument not traded in Finland, the Client acknowledges and accepts that non-Finnish Market Rules shall apply to the execution of the Order where applicable and that such foreign Market Rules shall also be binding upon the Client.

Any Order other than an Order concerning a Financial Instrument must be agreed upon separately.

5.4 Validity of an Order

An Order issued by the Client shall be valid for a limited period of time. In case no period of validity has been designated in the Order, it shall remain in force until the close of trading on the date of issuing the Order. In case trading has ceased at the time the Order is received, the Order shall remain in force for the duration of the following trading day of the Trading Venue.

The Order shall automatically expire if the trading system of the Trading Venue removes an Order that has already been entered in the trading system, because, for instance, the share is traded ex-dividend or ex-subscription right, a share is split, a share issue is carried out, share classes or shares are combined, or a merger or a demerger takes place. An Order concerning a bond shall not expire when the interest on a debt instrument is detached.

The Client shall be entitled to modify or cancel an Order if UB receives notification of the modification or cancellation before a binding bid leading to a trade is

made or the transaction is carried out. The modification or cancellation shall come into effect once UB has received same and the modification or cancellation has been entered into the trading system of the Trading Venue. An addition to the amount of the Order and a change of the price condition shall be considered a cancellation of the Order and the issuance of a new Order. The modification of an Order may affect its priority. In case UB has undertaken measures to execute an Order, the Order may be cancelled only if the Client compensates UB for any expenses and losses incurred by UB as a result of the cancellation. An Order cannot be modified or cancelled insofar as it has already been executed.

5.5 Order handling

UB shall handle all Orders received by it diligently and in the best interests of the Client. Orders for fund units shall be forwarded by UB to the relevant management company for execution in accordance with the rules of the relevant fund. Orders for other Financial Instruments, such as shares, bonds and structured investment products, shall be executed by UB or the Order shall be forwarded by UB to another party for execution.

UB shall transmit the Order to another securities intermediary for execution or execute the Order in accordance with UB's order execution and transmission policy in force from time to time in the Trading Venue where the Financial Instrument in question is traded, unless the Client issues specific instructions deviating from the policy. When the Client submits an Order, the Client is deemed to have accepted UB's operating principles for the execution and transmission of orders in force from time to time. Should the Client wish to issue special instructions concerning the execution of its Order, the Client must contact its account manager at UB.

The Order shall be executed without any undue delay unless it has been expressly agreed with the Client that the Order is to be executed at a time deemed best by UB or at some other time. The Client shall be obligated to cooperate with regard to the execution of the Order.

Orders shall be executed on the basis of the information provided. UB shall not be obligated to verify or supplement the information provided, but, rather, the Client shall be liable for the accuracy of the information concerning the Order that they have provided and for any losses that may arise from the Client providing UB with erroneous or incomplete information.

If no Limit Price has been specified in the Order, UB shall have the right to execute the Order at the prevailing market price. The Client agrees that UB may

execute the Order outside of the Trading Venue. The Client further agrees that UB may, at its discretion, refrain from publishing the Client's Limit Price Order if it deviates significantly from the prevailing market conditions.

The Client agrees that UB may execute or transmit the Client's Order for execution outside a regulated market or MTF or an equivalent trading facility in a country outside of the EEA.

UB shall have the right to execute the Order in parts, unless otherwise agreed with the Client. UB shall have the right to combine the Client's Order with another client's order or with its own order in accordance with the regulation in force and with the Market Rules, unless otherwise agreed with the Client.

The Client agrees that a company belonging to the UB Group or a fund managed by same or the *bona fide* executing party of the transaction may act as the counterparty of the Client's transaction.

In the event that the Client issues specific instructions deviating from UB's current operating principles governing order execution and transmission, this may, due to factors contained in the instructions, preclude UB, in the case of certain Orders, from executing transactions under the order execution policy that aim to achieve the best possible outcome for the Client.

Financial Instruments subject to an Order to sell shall be delivered or made available to UB in accordance with the Market Rules, in connection with placing the Order, or at another time as required by UB. Where necessary, the Client shall provide UB with the documents required to validate the Client's receipt of title. The Client shall be liable to compensate for any losses incurred by UB from a delay in the delivery of the Financial Instruments.

UB shall have the right to ascertain that the Client is in possession of the Financial Instruments for which the Client has placed an Order to sell, or that the Client is able to deliver same within the designated time period, and, for this purpose, to verify that the Client's book-entry account and custody account show a sufficient balance, and otherwise to ascertain the availability of the Financial Instruments and to reserve the Financial Instruments for the execution and settlement of the trade. UB shall likewise have the right to ascertain that the Client is able to pay the transaction price of the Financial Instruments.

Where necessary, UB shall be entitled to require the Client's bank to implement an authorisation hold on the Client's account or withhold or prevent the transfer of funds from the Client's account for purposes other than the payment of the transaction price and

other payments resulting from the transaction, or require advance payment, in part or in full.

Based on an Order and a trade executed on the basis of it, UB shall have the right to undertake action to settle the trade to secure any right of retention vested in UB under these terms and conditions and any right of pledge vested in the Trading Venue, and to embark upon any other comparable action.

UB shall not be entitled to disclose to the Client the name of the counterparty of a trade.

Insofar as UB acts as the party executing the Order, UB shall publish annually on its website for each class of financial instruments the five most important intermediaries in terms of trading volumes for the previous year and a summary of the quality of order execution.

5.6 Notification of the execution of an Order

UB shall notify the Client of an executed Order. The notification shall be made in both domestic and foreign trades no later than during the trading day following the execution date of the Order by sending a notification to the Client, unless otherwise agreed with the Client.

5.7 Payment of the transaction price

The Client shall pay the transaction price for the Financial Instruments, plus UB's costs and any asset transfer tax payable on the transaction, on the Clearing Date of the Order to buy Financial Instruments. The payment must be available to UB by the time of payment in accordance with the Market Rules, unless otherwise agreed between the parties or unless UB exercises its right to ensure an earlier payment in accordance with these terms and conditions. The Client shall be obliged to pay interest on arrears on any delayed amount in accordance with the Interest Act.

UB shall be responsible for ensuring that the transaction price received for the Financial Instruments subject to an Order to sell, deducted from UB's receivables related to the Order as well as any transfer tax on the transaction, is paid out to the Client on the Clearing Date of the Order to sell Financial Instruments. In case it is not possible to pay the transaction price in full, the Client shall accept partial payment. A precondition for the payment of the transaction price is that the Client has fulfilled their obligations under the Order. If the payment is delayed for reasons attributed to UB, UB shall be required to pay interest arrears on the overdue amount in accordance with the Interest Act.

5.8 Delivery of Financial Instruments and collateral

UB shall be responsible for ensuring that the Financial Instruments acquired on behalf of the Client can be delivered to the Client on the Clearing Date of the Order to buy in accordance with the Market Rules, unless otherwise agreed. If it is not possible to deliver all of the Financial Instruments at that time, the Client shall accept partial delivery.

The Client must, latest on the Clearing Date, deliver the sold Financial Instruments to UB or release the Financial Instruments that have been sold from their book-entry account with Euroclear Finland Ltd or a similar Clearing House. Unless otherwise agreed in writing, the issuance of an Order to sell Financial Instruments or the acceptance of a selling restriction means that UB is authorised to request the Client's account manager to release the Financial Instruments in question and immediately record the release in the book-entry system.

The Client may sell the Financial Instrument and UB may transmit or execute the Order only if the Financial Instruments are at the Client's disposal so that the Client can guarantee timely delivery at the time of conclusion of the contract. If the Financial Instruments that are the subject of the Order for the sale are not available to UB in accordance with the Market Rules, the Client shall be liable to UB for any losses incurred from same. The use of Financial Instruments as collateral and other measures securing settlement have been stipulated in the rules of the Clearing House.

The Client shall be responsible for filing notifications in accordance with the EU regulation on short selling and certain aspects of credit default swaps in accordance with the regulatory requirements.

5.9 UB's right to acquire a Financial Instrument on behalf of the selling Client

If it is evident that the Client that sold the Financial Instrument is unable to fulfil its obligation to deliver the Financial Instrument subject to the transaction within the time limit determined by the rules of the Clearing House or other binding regulations, UB shall be entitled to loan the Financial Instruments, in order to fulfil the delivery obligation, on behalf of the Client or on its own behalf by entering into a loan agreement on its own initiative without informing the Client of same in advance. UB shall in such a case be entitled to undertake all requisite measures to implement the loan agreement.

In the event described above, UB may also acquire the Financial Instruments on behalf of the Client or on its own behalf without informing the Client in advance.

The Client shall be liable for any and all expenses

incurred as a result of the measures described herein, including any fees, taxes and other expenses and any losses incurred.

5.10 The right of UB and of the Trading Venue to cancel an Order or transaction

In addition to these terms and conditions, the applicable regulation and the Market Rules of the relevant Trading Venue shall be applicable to all transactions executed in the Trading Venue.

The Client shall not issue Orders that are not priced appropriately in accordance with the Market Rules of the Trading Venue or that, individually or collectively, are intended to have an undesired effect on price formation, or that serve no financial purpose and that are intended to delay or prevent the entry of other securities brokers into the trading system. UB shall have the right to refrain from executing an Order if the Client's Order is incomplete or the if the Client has materially defaulted on its obligations under these general terms and conditions, another agreement between the Client and UB or the Market Rules, or if UB has reason to suspect the misuse of insider information, manipulation of the price of a Financial Instrument or other actions in violation of laws or regulations. The Client shall be liable to compensate UB for any losses incurred.

UB shall be entitled to refrain from taking measures required to execute an Order or cancel an Order concerning Financial Instruments if the sales reservation made on behalf of UB is removed or is otherwise rendered invalid, or if the Financial Instruments are no longer in UB's or the Client's possession.

A trade may be cancelled only in accordance with the Market Rules. With no obligation to consult the Client, UB shall be entitled to cancel the Client's Order or a trade ensuing from an Order in case UB or the Trading Venue deems the Order or trade to be in violation of the Market Rules. The Trading Venue shall also be entitled to cancel a trade arising from an Order submitted by the Client on the basis of the Market Rules.

The Client shall be liable for any expenses and losses incurred by UB as a result of an Order that is in violation of the Market Rules or as a result of the cancellation of a trade.

5.11 Right to retain the services of another securities broker

UB shall be entitled, without notifying the Client in advance, to retain another Finnish or foreign Investment Services Company or credit institution or a branch thereof to assist it with discharging its duties related to Financial Instruments. If UB retains the services of another securities broker and unless otherwise

agreed with such securities broker, the execution of the Order shall be subject to the order execution principles of said securities broker.

Should the Client wish to place an order in a Trading Venue in which UB is not a member, UB shall seek to diligently select the foreign Investment Services Company or credit institution it retains but shall not be responsible for the actions of the relevant Investment Services Company or credit institution. In case the Client incurs losses as a result of the actions of the foreign Investment Services Company or credit institution, UB shall undertake reasonable measures to collect compensation from the party causing such losses. UB shall remit the Client's portion of the compensation to the Client without delay.

5.12 Offsetting and netting

If UB and the Client have opposing receivables deriving from intra-day purchases and sales, UB shall be entitled to net (or offset) the payments between UB and the Client, so that the offset payment obligations are in a binding manner combined into a single payment obligation in net terms. UB shall be entitled to convert the receivables into one currency for offsetting purposes.

In the case of the insolvency of the Client, UB shall be entitled to make the Client's payment and delivery obligations fall due immediately and to net them in accordance with the Act on Certain Conditions of Securities and Currency Trading as well as Settlement Systems. Furthermore, if the Client is a legal person, the Act on Financial Collaterals entitles UB to net such receivables from the Client for which the Client has provided collateral.

5.13 Currency exchange required for an Order and currency risk

Unless otherwise agreed with the Client, UB shall be entitled to carry out the currency exchange of the Client's cash assets required for carrying out the Order and UB shall have the right to decide where and when to acquire the currency required to execute an Order. The Client shall be liable for the expenses arising from the currency exchange and shall bear the risk associated with exchange rate fluctuations and shall pay a fee for the currency exchange in accordance with the price list in force from time to time.

5.14 Client's authorisation to UB

The Client hereby authorises UB to carry out any and all measures necessary for upholding the Client's rights and executing Orders.

The Client hereby authorises UB, where necessary, to open bank, book-entry, securities, derivatives and

other accounts and custody accounts on behalf of the Client and sign the related agreements on behalf of the Client. Furthermore, UB shall be entitled to amend the information or services concerning such accounts, as well as to terminate accounts or custody accounts.

The Client hereby authorises UB to transmit, sell, buy, subscription and redemption orders for Financial Instruments based on Orders issued by the Client. The declarations of intent given or received by UB shall be binding upon the Client and create rights and obligations for the Client in the same way as declarations of intent given or received by the Client itself.

These terms and conditions shall be applicable to all accounts and custody communicated by the Client to UB and opened in accordance with this section, excluding accounts and custody declared to be encompassed by UB's discretionary asset management services, unless otherwise separately agreed in writing.

6 CLIENT REMARKS AND LIABILITY OF THE PARTIES

6.1 Client remarks

Any remarks or claims concerning a product, service, agreement, terms and conditions thereof or the Order shall be submitted to UB in writing promptly, and in any case no later than thirty (30) days from the date of the transaction, provided that the product, service, agreement or Order is not subject to separate, deviating terms.

The Client shall inspect all notifications and reports furnished to them. Unless the product or service-specific terms and conditions otherwise provide, the complaint period for Non-Professional Clients in relation to fund unit subscription and redemption orders as well as executed Orders shall amount to seven (7) days from when the Client was informed of UB's activities in the manner referred to under Section **Error! Reference source not found.** (Reporting and notifications) below.

However, a Professional Client and an Eligible Counterparty must file their complaint concerning UB's actions without any delay after being informed of the matter. Unless otherwise shown, a Professional Client and an Eligible Counterparty shall be deemed to have been informed on the same day the notification concerning the measure was dispatched. In case a trade fails to materialise, the deadline for the complaint to be made by the Client shall be calculated as of the expiration of the validity of the Order.

When a Client has been informed of a potential conflict of interest between the Client and UB, or

between the Client and a UB employee or between the Client and another UB client, the Client shall be deemed to have accepted the situation, unless they inform UB otherwise in writing within seven (7) days. The Client shall be provided with further information of the conflicts of interest situation upon request.

Unless a complaint is submitted as described above, the Client shall be deemed to have accepted UB's course of action.

6.2 UB's liability in the event of loss of the Client's assets

If the Client's assets transferred to UB in accordance with the agreement are lost or destroyed for a reason attributable to UB, UB must replace such assets with equivalent assets. In case it is not possible or unreasonably difficult or costly to replace such assets, UB must compensate for the assets in accordance with their fair value. Also other compensation may be agreed upon with the Client.

6.3 Client's awareness and financial liability

The Client warrants that prior to issuing the Order and concluding the agreement, they have carefully familiarised themselves with the characteristics, terms and conditions as well as the risks pertaining to the relevant services, Financial Instruments, and investment objects.

The Client is also aware that the investment decision should not be based solely on marketing and marketing material concerning the Financial Instrument, but on the information concerning the Financial Instrument as a whole.

The Client is aware of the risks associated with investment activity and shall be liable for the financial performance and tax implications of the Client's actions and investment decisions. Such liability shall rest with the Client regardless of whether UB has performed a suitability and appropriateness assessment of the Client or the Financial Instrument, or whether the Client is deemed to have received investment advice for the Client's investment decision.

6.4 Client's responsibility to provide information and liability for the information provided

The Client shall be liable for ensuring that UB has sufficient Financial Instruments and Cash Assets at its disposal for carrying out the measures contemplated by these terms and conditions and any other product or service-specific terms and conditions or agreements binding upon the Client.

The Client undertakes to promptly inform UB of any

changes in their contact details, Representatives, Delegates and in their authorisations or of any other changes that have a material impact on investment activities.

6.5 Client's liability for breaches of contract

The Client shall be liable to compensate UB for any losses resulting from the Client's failure to fulfil their obligations in accordance with these terms and conditions or any other agreement pertaining to the Client's investment service. Such losses may include, for instance, additional expenses and work arising from a breach of contract, as well as costs incurred as a result of changes in the prices of Financial Instruments. Such losses shall be regarded as direct damage incurred by UB.

6.6 Limitation of liability

Neither party shall be liable for any indirect losses incurred by the other party.

Neither party shall be liable for any financial losses incurred by the other party, such as loss of income, lost profits, exchange rate losses, disruptions in other contractual relationships, third-party claims or other losses that are difficult to foresee. The parties' liability for damage shall be limited to such direct damage that manifests itself in additional or lost labour costs, order fees, remote connection costs or similar additional costs incurred by a party.

UB shall not be liable for the operations of any Trading Venue or any damage incurred by the Client as a result of same. Should the operations of the Trading Venue cause the Client to incur losses, UB shall undertake all reasonable actions to collect compensation from the Trading Venue insofar as this is feasible in accordance with the rules of the Trading Venue. UB shall promptly pay the Client their portion of the compensation received.

UB shall not be liable for the actions of any third parties, such as the Clearing House, Custodian, sub-custodian, the Client's account bank or any other third-party service provider, or for any losses they may cause the Client to incur. Furthermore, UB shall not be liable for any damage arising from inaccurate information received from third parties.

UB shall not be obligated to notify the Client of any class action concerning the Client's Financial Instrument, even if UB becomes aware of same.

6.7 Force Majeure

Neither party shall be liable for any damage resulting from a force majeure event. A force majeure event shall refer to a circumstance that precludes a party

from fulfilling their obligations and that is unforeseeable, cannot be prevented by the party and has a causal relationship to the failure to fulfil the obligation. Force majeure events shall include, *inter alia*, disruptions in power distribution, telecommunications or information systems, as well as a fire, natural disaster, earthquake, war and rebellion, and a strike, lockout or other industrial action.

7 AMENDMENTS, TERMINATION AND ASSIGNMENT

7.1 Entry into force

The Client Agreement shall enter into force immediately once UB or the Client begins to carry out their obligations under the Client Agreement or at another time to be separately agreed. The Agreement shall remain in force until further notice.

7.2 Amendments

UB shall be entitled to unilaterally amend the terms and conditions of the Client Agreement, the service-specific terms and conditions and UB's price lists in force from time to time. Any amendment to the terms and conditions and price lists shall come into effect as of the beginning of the calendar month that commences one (1) month after the Client has been informed of the amendment in accordance with these terms and conditions. In case the Client does not accept the amendment, the Client shall be entitled to terminate their agreement by notifying UB of same no later than two (2) weeks prior to the entry into force of the amendment. The termination shall come into effect on the date on which the amendment would have entered into force, unless otherwise agreed with the Client.

UB shall have the right to announce amendments to the terms and conditions and price lists on UB's website or in the OmaUB Online Service. Information provided on UB's Website or in the OmaUB Online Service shall be deemed to have been received by the Client on the first banking day immediately following the publication of the information.

7.3 Termination and rescission

The termination notice shall be given in writing. The Client shall be entitled to terminate this agreement to end five (5) banking days after UB has received the termination notice.

UB shall be entitled to terminate the Client Agreement to end ten (10) banking days after UB has dispatched the termination notice. However, for Non-Professional Clients, the notice period from UB's side shall amount to thirty (30) banking days.

In case UB has weighty grounds to suspect the legality of the origin of the assets involved in the Client's transaction, the use of the Client's assets for terrorist financing as referred to under the Criminal Code of Finland, or the misuse of insider information or market manipulation, UB shall have the right to terminate the Client Agreement to end ten (10) banking days from the date of dispatching the termination notice, regardless of the Client's client classification.

Either party shall have the right to rescind the agreement with immediate effect, if the other party

- (i) has materially failed to fulfil its obligations under the Client Agreement or these terms and conditions, or has otherwise materially breached the Client Agreement or these terms and conditions;
- (ii) is placed in restructuring or liquidation proceedings or declared bankrupt or enters debt restructuring or becomes subject to attachment proceedings, or a petition for the commencement of such proceedings is filed, or there is otherwise a justified cause to assume that the party has become insolvent;
- (iii) is included on an international sanctions list; or
- (iv) dies.

Unless otherwise agreed with the Client, Orders issued before the termination or rescission of the Client Agreement that have not been executed shall be cancelled after the termination or rescission of the agreement, if it is possible to remove the Order from the trading system. Orders to buy or sell that are in progress or have been executed shall be cleared until completion.

Following the termination or rescission of the agreement, UB shall transfer the Client's assets to the Client, provided UB has first received payment for all of its receivables from the Client. At the cessation of the client relationship, UB shall conduct a final settlement, in conjunction with which UB shall be entitled to offset any amounts related to brokerage fees, taxes, payments or interest against any amounts belonging to the Client.

Despite any termination or rescission of the agreement, UB shall execute all valid Orders and retain the Client's Financial Instruments and other assets available to the Client (in a place and for a period of time announced by UB) until the end of the notice period, unless otherwise separately agreed.

In case the Client has not used UB's services for one (1) year and UB is not in possession of the Client's Financial Instruments or Cash Assets, UB may deem the Client Agreement and custody relationship to have been terminated without any separate

termination notice.

7.4 Assignment

The Client Agreement shall be binding upon the parties and their legal successors. The Client shall not have the right to assign the Client's rights and obligations under the Client Agreement to any third party without UB's consent.

UB shall have the right to assign all or some of its obligations under these terms and conditions and the Client Agreement to a company belonging to its group of companies.

7.5 Amendment and termination of a fund savings agreement

The Client or UB may terminate the Fund Savings Agreement by giving written notice of same fourteen (14) days prior to the next savings date. After the notice of termination, subscription orders will no longer be accepted. All valid Orders shall be executed despite such termination.

The Client may change the fund savings fund, savings amount or day of the fund savings by communicating such changes in writing fourteen (14) days prior to the next savings date. The Client shall consider such changes also in any of their regular wire transfers.

8 MISCELLANEOUS

8.1 Reporting and notifications

UB shall carry on reporting to the Client in accordance with the regulation in force from time to time, these terms and conditions, and any specific terms and conditions of the relevant products and services in the OmaUB online service, or as otherwise separately agreed with the Client. UB may also submit the information required by the competent tax authorities concerning the Client directly to said tax authorities.

A report concerning the Client's assets with UB and any transactions involving same shall be provided no less than on a quarterly basis, unless otherwise agreed with the Client.

Reports and other notifications shall be delivered to the Client electronically primarily in the OmaUB Online Service or by e-mail or regular mail, in case this has been separately agreed between the Client and UB. All other communications concerning the client relationship shall be made available electronically on UB's website, where they shall be deemed to have been received on the day on which they were made available, unless otherwise agreed with the Client.

All reports and notifications sent by e-mail or by other electronic means shall be deemed to have been received on the date of sending. If they are sent by regular mail, they shall be deemed to have been received within seven (7) days of dispatch if sent to the Client's address in Finland and within fourteen (14) days of dispatch if sent to the Client's address abroad.

However, a Non-Professional Client shall have the right to alternatively receive the above-mentioned information in paper form by contacting UB's client service and submitting a request to receive the information in paper form.

If a Non-Professional Client has placed in custody leveraged Financial Instruments as referred to in the regulation, or if the custody account is subject to transactions related to contingent debt, UB shall report to the Non-Professional Client on any changes in the value of these instruments whenever the initial value depreciates by 10%, and thereafter at multiples of 10%, no later than at the close of the business day during which the threshold was exceeded or, where the threshold was exceeded on a non-business day, during the following first business day.

8.2 Inducements

UB may pay and receive inducements both from its co-operation partners and from its group companies. Prior to the provision of the service, the Client shall be separately informed of the amount of the inducements pertaining to the relevant service, or of the method for their calculation, in which case the exact amount of the payment or benefit received or paid shall be notified to the Client afterwards. Further details concerning inducements is available on UB's Website.

8.3 Personal data

UB shall process the personal data of the Client, its Delegate and Representative in accordance with the EU General Data Protection Regulation, the Data Protection Act and legislation concerning the investment services sector and Insurance Mediation. UB shall ensure the implementation of privacy protection and secrecy in the processing of personal data. A record of the processing of personal data in accordance with the General Data Protection Regulation is available on UB's Website.

Upon written request, the Client and their Delegate and Representative shall have the right to know what information about them is retained in UB's personal data register and to request the rectification or erasure of such data or restriction of processing. The Client, Delegate and Representative shall also have the right to object to the processing and the right to have

the data transferred from one system to another. UB shall have the right to disclose personal data of the Client, Delegate and Representative in accordance with the legislation in force from time to time.

8.4 Confidentiality and disclosure of Client data

UB's management and employees, tied agents as well as any party commissioned by UB, shall be bound by a confidentiality obligation in accordance with the legislation in force from time to time as concerns the Client's Orders, financial standing, business secrets and trade secrets. UB shall be entitled to disclose information concerning the Client to companies belonging to the same group of companies that are bound by a confidentiality obligation and to such co-operation partners to which it is necessary to disclose information for the purposes of carrying out matters under this agreement. In addition, UB may disclose information to the prosecuting and investigating authorities and other Finnish or foreign authorities that are entitled to receive such information in accordance with the laws of Finland or another country. Furthermore, information may be otherwise disclosed in accordance with the legislation in force from time to time. UB shall have the right to disclose Client information, in case so required by the Trading Venue, in accordance with the Act on Investment Services and the applicable Market Rules.

8.5 UB's duty of care and suspicious business transactions

In conjunction with the establishment of the client relationship, the Client shall prove their identity and provide information about and written proof of any authorisation and representation arrangements, so that UB is able to fulfil its applicable obligations concerning the prevention of money laundering and terrorist financing.

The Client represents and warrants that no suspicious or criminal aspects are related to the origin of the assets used for the products and services provided by UB and left in custody.

Pursuant to the Act on Detecting and Preventing Money Laundering and Terrorist Financing and other regulations concerning money laundering, UB shall, acting with due diligence, obtain information about the Client's operations and nature and scope of their business operations, as well as their grounds for using the service or product. Furthermore, UB shall arrange for sufficient monitoring to ensure that the Client's operations are in line with the investment experience and knowledge that the Client can be expected to have based on the information received by UB.

If UB, after fulfilling the duty of care described above or otherwise, has reason to suspect the legality of the assets involved in a transaction, or has reason to believe that the assets are being used to finance terrorism as described in the Criminal Code or suspects the misuse of insider information or manipulation of markets, or if the Client is subject to international sanctions, UB shall be obligated to suspend the transaction in order to conduct further investigations or to decline the transaction, and in all cases to notify the Financial Intelligence Unit or other authority specified in the law of the matter without delay and to provide them with all of the information and documents that may be necessary for investigating the matter, upon their request. If UB has reason to suspect market abuse, UB shall be obligated to report the matter, without any delay, to the Financial Supervisory Authority or other authority designated in the legislation.

However, in case declining or suspending a business transaction is likely to hinder the identification of the beneficiary of the transaction, the transaction may be completed, whereafter the Financial Intelligence Unit or other authority designated in the law shall be notified of the matter without any delay. Pursuant to the law, UB must not reveal to the person whom the suspicion relates to of such notification.

The Client is aware that in case UB suspects that the Client has abused insider information or manipulated the markets in their business operations, UB shall be obliged to notify the Finnish Financial Supervisory Authority of the matter without disclosing to the Client that a notification has been filed. In such an event, UB shall be liable for any financial losses incurred by the Client only if UB has not exercised due diligence to the extent that can reasonably be expected under the circumstances.

8.6 UB's right to refuse service

UB shall have the right to refuse service to the Client if the Client fails to satisfy UB's requirements in the process of establishing or during the client relationship and/or if the Client is in breach of the agreements in place between the parties or the terms and conditions related to products or services.

8.7 Restrictions concerning other countries

Citizens of other countries or non-residents may be subject to restrictions on the provision of UB products and services. UB has the right to terminate or rescind the Client Agreement with immediate effect if the Client moves to a restricted country or a country into which UB cannot provide investment services.

The Client shall undertake to notify UB immediately if the Client moves outside of Finland or between other countries.

8.8 Governing law

Insofar as these terms of contract contain references to legal provisions, such provisions shall be applicable in the form they are in force from time to time. The provision of the investment services, the Client Agreement and the terms and conditions applicable from time to time, as well as any appendices, shall be governed by the laws of Finland, excluding its provisions for the choice of law.

In addition to these terms and conditions, Orders shall be subject to the legislation in force from time to time as well as to the Market Rules, to the regulations, guidelines and instructions of Trading Venues, Clearing Houses and authorities, as well as to the trading practices prevailing on each Trading Venue. If the activities under the Orders issued by the Client take place abroad, the legislation of the country in question and other Market Rules shall apply accordingly. In case these terms and conditions or the product and service-specific terms and conditions deviate from domestic or foreign legislation, official decisions, regulations or guidelines issued on the basis of legislation, or other Market Rules, the provisions in question shall prevail. UB and the Client undertake, where necessary, to sign the agreements and other documents required by the Trading Venue from time to time.

8.9 Dispute resolution and forum

If the Client is a Non-Professional Client considered a consumer within the meaning of the Consumer Protection Act, disputes arising from the Client Agreement and these terms and conditions shall be resolved in the District Court of Helsinki, unless the Non-Professional Client classified as a consumer requests for the matter to be heard in the general district court of the place in whose jurisdiction the Client resides.

If the Client is a Professional Client or an Eligible Counterparty and the claim under dispute exceeds ten thousand (10,000) euros, any disputes arising from the Client Agreement and these terms and conditions shall be finally resolved by arbitration in accordance with the arbitration rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland. The arbitral tribunal shall consist of one member. If the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Finland Chamber of Commerce.

If the Client is a Professional Client or an Eligible Counterparty and the claim under dispute does not exceed ten thousand (10,000) euros, any disputes arising from the Client Agreement and these terms and conditions shall be settled in the District Court of Helsinki.

9 TERMS AND CONDITIONS OF CUSTODY

9.1 Custody services

UB shall retain in custody and manage the Client's Financial Instruments, Cash Assets and other assets left in its custody in accordance with the terms and conditions set out below.

9.2 Custody of Finnish Financial Instruments

The Client's book-entry securities entered in the Finnish book-entry system shall be placed in a book-entry account under the Client's name in the information system of Euroclear Finland Ltd's book-entry register. Based on an authorisation issued by the Client, UB shall select an account operator to manage the Client's book-entry account. The legal relationship pertaining to the book-entry account is established between the Client and the account operator in question.

With regard to the securities to be registered in the book-entry system, the Client shall authorise UB to:

- (i) open a book-entry account on the Client's behalf;
- (ii) register the Client's book-entry securities in said book-entry account, and
- (iii) undertake other measures necessary for the execution of the Order.

The book-entry account shall be maintained in accordance with the applicable regulation and the Market Rules.

The book-entry securities of a foreign Client shall be registered in the Client's name unless the Client requests for the book-entry securities to be nominee-registered. Once the book-entry securities are in a nominee-registered account, the Client may only use their property rights. To be able to attend shareholders' meetings and exercise the right to be heard and to vote at such meetings, the nominee-registered Client must register in a temporary shareholder register maintained by Euroclear Finland Ltd.

If the foreign Client is acting on behalf of the Client's own clients, it must, upon request, provide UB with the identification details of the clients whose assets are being held in custody with UB. The Client represents and warrants that the nominee-registered shares are not owned by a Finnish citizen or a Finnish entity or foundation.

The Client's physical securities shall be retained separate from UB's own securities.

9.3 Custody of foreign financial instruments

Foreign Financial Instruments shall be deposited with a custodian bank, fund management company or other custodian entity (hereinafter “the sub-custodian”) that is selected by UB and subject to domestic or foreign authority regulation and the Market Rules. Therefore, the Client’s account rights pertaining to foreign Financial Instruments may differ from their rights pertaining to domestic Financial Instruments. The Client agrees to having their foreign Financial Instruments nominee-registered in the name of UB or the sub-custodian, where necessary, and to having the Client’s Financial Instruments registered in a joint account that may in addition to the Client’s Financial Instruments also house the Financial Instruments of several other parties.

Foreign Financial Instruments owned by the Client shall be itemised in the accounting system maintained by UB as the Client’s property in securities accounts (account rights) in accordance with the Securities Accounts Act. It is usually not possible for an individual shareholder to participate in a general meeting of shareholders or other decision-making of a foreign company due to joint account practices.

Transactions denominated in a foreign currency that are related to foreign Financial Instruments shall be paid to the client asset account that is connected to the custody and UB shall convert such transactions into the currency of the client asset account using exchange rates that apply to currency trading if the currency of the monetary transaction differs from that of the client assets account.

Owning foreign Financial Instruments and trading in same may entail financial, legal or tax-related risks that shall be borne by the Client alone. The Client shall not generally have the right of ownership to the Financial Instruments, but an account right or a similar separate right directed at or related to the Financial Instruments. Pursuant to the local regulation, the sub-custodian of foreign Financial Instruments may also have a right to use the Financial Instruments as collateral or the right of set-off pertaining to same. As concerns securities retained in a joint account, the Client’s foreign Financial Instruments may also be subject to the right of collateral or set-off based on obligations other than the Client’s obligations.

UB shall not be liable for any losses incurred as a result of the insolvency or bankruptcy of any national central securities depository, trading venue, settlement system or sub-custodian or losses incurred from disruptions in their systems.

Returns on foreign Financial Instruments shall be subject to tax at source, which is usually collected by the local sub-custodian. The tax rate shall be determined on the basis of the tax legislation of the domicile country of the issuer of the Financial Instrument

and on the basis of any tax treaties between the investor’s country of domicile and issuer’s home country.

However, tax at source often cannot be collected through the application of the rates specified in tax treaties due to long sub-custody chains, joint account custody in accordance with market practice and the limited scope of tax services provided by local central securities depositories. In such cases, tax at source shall be collected using the tax rate specified in the legislation of the issuer’s home country. Generally, this rate is higher than the rate specified in the tax treaty.

Standardised options, futures, forwards or other derivative contracts based on the rules and/or product specification of the Trading Venue are held in a derivative account maintained by the derivative entity, into which they are recorded by the securities broker or the Trading Venue on behalf of the Client from time to time.

9.4 Custody of the Client’s Cash Assets

The Client’s cash assets intended for investments shall be retained in UB’s client assets account, separately from UB’s own assets, or in an account with a deposit bank that the Client has authorised UB to use. The assets placed in a separate client asset account are not considered to be deposits and are thus not encompassed by the Deposit Guarantee Fund, but, rather, by the Investors’ Compensation Fund.

UB shall ensure that the Client’s assets are retained separate from UB’s assets and protected from UB’s other creditors to the extent possible. Banks segregate client asset accounts from UB’s own assets by naming such accounts client asset accounts. Furthermore, the banks have issued waivers of the right of offset for the assets in such accounts. In UB’s own systems, the assets of each client are separated from other clients’ assets.

The Client shall be entitled to withdraw all or some of the assets from the client assets account prior to procuring investment services. However, the Client’s right to withdraw assets may be restricted by any unpaid transaction prices, fees, taxes or collateral requirements.

With the Client’s express consent, UB may invest the Client’s Cash Assets in units of a money market fund that fulfils the requirements of the Investment Funds Directive or the Alternative Investment Fund Managers Directive or is otherwise supervised and meets the requirements of the European Central Bank Regulation on the balance sheet of the MFI sector.

UB shall not be liable for assets transferred to an

account with a deposit bank or another third party if UB has acted diligently. This shall equally apply if the third party in question becomes insolvent or is declared bankrupt.

9.5 Management of Financial Instruments

Provided that UB has received information about management measures from the account operator responsible for the custody of the Client's assets, UB shall be responsible for:

- (i) paying dividends and other income related to the Financial Instruments, as well as redeeming returns of capital, interest payments and amortizations as well as other income payments;
- (ii) informing the Client of share issues, mergers, demergers and the exchange of shares with regard to the Financial Instruments that the Client has placed in custody;
- (iii) subscriptions related to share issues and the sale of subscription rights in conjunction with share issues, option or convertible bond issues or similar emissions, pursuant to an Order issued by the Client or an action enquiry made by UB;
- (iv) subscriptions related to convertible bonds and options placed in custody, based on an Order issued by the Client or an action enquiry made by UB.

When UB makes an action enquiry to the Client with regard to corporate action, the Client shall be obliged to carefully examine the information related to the corporate action in question (e.g. a prospectus or an offering circular). In certain cases, UB may include information about the measures it intends to undertake in its enquiry about a corporate action in case the Client fails to respond to the enquiry within the specified time frame. The carrying out of a measure concerning a share issue shall be subject to the Client placing the requisite assets at UB's disposal. In case the Client has not issued any other instructions, UB shall sell the subscription rights in a paid subscription and subscribe for the shares in a bonus issue.

UB shall inform the Client of any measures and settlement practices related to foreign Financial Instruments in accordance with the information it has received from the sub-custodian. Any measure pertaining to a foreign Financial Instrument shall be subject to UB having received information of the management action from the sub-custodian retained by it. The Client further agrees that local market practices may entail that the Client may not always be able to provide the client-specific instructions they wish to provide.

With regard to Financial Instruments other than those subject to public or multilateral trading (e.g. non-book-entry shares), UB shall only provide the custody of such Financial Instruments. Management measures concerning these Financial Instruments shall only be made on the basis of an Order issued separately by the Client in writing.

9.6 UB's rights, obligations and liability

UB shall be entitled to take all measures on behalf of the Client that are necessary to uphold the Client's rights. UB shall also be entitled to transfer the Client's Financial Instruments and issue receipts in the Client's name. However, UB shall not be obligated to undertake any measure where the Client has not provided the instructions necessary to carry out the measure. Furthermore, UB shall not be obliged to take any measures other than the measures referred to in this Section 9 of the terms and conditions concerning custody.

Any additional measures to be carried out by UB shall be subject to the Client's approval.

UB shall not be required to inform the Client of a share issue with regard to subscription rights that the Client has acquired during the subscription period, and the Client must inform UB in writing if they wish to subscribe for shares with these subscription rights or to sell the subscription rights. UB shall be entitled to open a separate custody account for Financial Instruments that are subject to pledging, attachment proceedings, distraint, or other precautionary measures announced by the authorities.

With regard to foreign Financial Instruments, UB shall only be responsible for ensuring that it chooses its sub-custodians carefully and monitors their operations on a regular basis. UB shall not be liable for the insolvency or bankruptcy of the securities depository, Trading Venue, Clearing House or sub-custodian or for any losses caused by interruptions in their systems. UB's liability for the losses caused by the foreign sub-custodian to the Client shall not exceed the extent of the foreign sub-custodian's liability towards UB. If the foreign sub-custodian causes the Client to incur losses, UB shall undertake measures it deems reasonable to collect compensation from the party that caused the damage. UB shall pay the Client's relative portion of the compensation immediately to the Client.

9.7 Client's liability

The Client shall be responsible for making sufficient assets available to UB for carrying out the measures set forth in these terms and conditions of custody. UB shall be released of its obligation to carry out measures related to the Financial Instruments if the

Client does not have sufficient assets and fails to provide UB with the necessary assets despite being requested to do so. Upon UB's request, the Client shall be obligated to provide UB with all the information and documents necessary for the carrying out of the measures set forth in this section concerning the terms and conditions of custody (including the LEI Code and information concerning nationality).

9.8 Use of a sub-custodian

Without notifying the Client in advance, UB shall be entitled to retain a Finnish or foreign Investment Services Company, credit institution or Clearing House or a branch thereof to assist it in carrying out the measures set forth in this section concerning the terms and conditions of custody. UB shall seek to select its sub-custodian carefully, but shall not be liable for the operations of the sub-custodian or any losses incurred by the Client as a result of the actions of the sub-custodian.

9.9 Receipt of Financial Instruments into custody

When the Client places physical securities in custody, UB shall reserve for itself no more than five (5) banking days for reviewing the securities, unless otherwise agreed with the Client. During this period, UB shall not commit to carrying out measures in accordance with these terms and conditions, nor shall it be liable for any losses caused by any expired time limits.

9.10 Right of pledge

The Client's Financial Instruments and Cash Assets in the Client's book-entry account and in custody shall serve as collateral against all overdue receivables related to fees and expenses with regard to all securities and book-entry securities in custody and in the book-entry account, as well as receivables arising from the Client's Orders and the related interest on arrears.

To safeguard its receivables, UB shall be entitled to record a pledge against the Client's custody and book-entry account, as well as the client assets account, and record a transfer prohibition into the book-entry account.

If the Client fails to pay the receivable, UB shall be entitled to liquidate, at market price, a sufficient number of securities held in custody or book-entry securities entered in the book-entry account to cover its receivables thirty (30) days after UB has notified the Client of the overdue receivable in writing. UB shall primarily collect its receivables from the cash assets in the Client's client assets account.

9.11 Termination and rescission of the custody service

The termination and rescission of the custody service provided by UB shall be subject to UB's General Terms and Conditions for Investments Services. In derogation from same, UB shall, however, without giving notice, be entitled to rescind the custody service relationship between the Client and UB with immediate effect, in case no Financial Instruments, Cash Assets or other assets have been held in custody for the past year.

In cases other than the ones mentioned above, the termination of the custody service relationship between the Client and UB shall not automatically terminate the book-entry accounts that UB was authorised to open pursuant to the authorisation granted to UB by the Client, or other agreements concerning custody or account agreements.