

## TERMS AND CONDITIONS OF INVESTMENT SERVICES

### 1. CLIENT RELATIONSHIP

#### 1.1. Purpose and scope of the terms and conditions of the agreement

These terms and conditions of investment services shall apply to the client relationship between the Client and Evli Oyj (hereinafter "Evli") on the provision of investment and ancillary services and to the Client's dealings with Evli. The provisions of these terms and conditions concerning the Client shall also apply, without specific reference, to any representative of the Client. In addition to these terms and conditions, the specific terms and conditions and product information concerning the products and services selected by the Client at any given time, as well as Evli's price list effective at any given time, shall also apply to the client relationship. In the event of any conflict between these terms and conditions and those concerning other products or services, the terms and conditions of the separate agreement or product information shall prevail.

#### 1.2. Definitions

##### Professional Client

A Client that is a professional client referred to in the Act on Investment Services. To qualify as professional requires, inter alia, that the Client is engaged in manifestly professional investment activities in terms of scope, regularity and organization.

##### Client

A party to this agreement who has accepted these terms and conditions and operates on one's own account in relation to Evli and whom Evli has approved as its client.

##### Retail Client

A Client not classified as a Professional Client or as an Eligible Counterparty.

##### Eligible Counterparty

A Client deemed as an Eligible Counterparty pursuant to the Act on Investment Services or classified by Evli as an Eligible Counterparty at the request of the Client.

##### Trading Venue

A regulated market, multilateral trading facility or organized trading facility referred to in legislation, a corresponding trading facility in a jurisdiction other than Finland, or a Finnish or foreign clearing house. In the context of these terms and conditions, a systematic internalizer may also be considered as a Trading Venue.

##### LEI Code

An entity identifier intended for identifying legal entities operating on financial markets. "LEI" is an abbreviation standing for "Legal Entity Identifier." The code consists of 20 characters and is based on Standard ISO 17442.

##### Market Rules

Existing legislation, decisions and official regulations and instructions issued thereunder, as well as the rules, instructions and regulations of each Trading Venue, self-regulation by the markets, and the trading practices applicable at any given time.

##### Cash Assets

The Client's cash and cash equivalents deposited with Evli.

##### Financial Instrument

Any domestic or foreign security referred to in the Securities Markets Act, which may be included in the book-entry system, or any other financial instrument referred to in the Act on Investment Services.

In these terms and conditions, a financial instrument also refers to other transferable rights or commitments.

##### Settlement Date

The date on which a trade involving a Financial Instrument is settled.

##### Investors' Compensation Fund

Retail Clients who have been offered investment services or custody and management services of financial instruments are covered by the Investors' Compensation Fund to the extent provided by applicable law. The Compensation Fund may compensate indisputable overdue claims on the basis of insolvency or any other corresponding reason. The Compensation Fund does not compensate losses due to declining equity prices or poor investment decisions, for example.

Evli is a member of the Investors' Compensation Fund.

##### Order

An order placed by the Client with Evli to buy or sell Financial Instruments, or to execute other transactions relating to the Financial Instruments, which is binding on the Client.

### 1.3. General terms and conditions

#### 1.3.1. Client's representative/contact person

A representative authorized in writing by the Client may place orders and issue instructions to Evli on the Client's behalf. The Client shall inform Evli in writing of such authorizations and shall, without delay, give written notification of changes in the authorization of a representative or of the replacement of the representative/contact person. The Client shall be responsible for the legal actions carried out by the Client's authorized contact person until Evli has received notice of discontinuation of the authorization and has had a reasonable amount of time to update its information systems with the information that the authorization has been discontinued.

Evli shall also have the right, on the responsibility of the Client, to comply with orders and instructions given by a party other than the representative authorized in writing, if the party giving the order or instruction is entitled to do so because of the party's position, or if Evli otherwise has a justified reason to assume that the party is entitled to act on the Client's behalf.

#### 1.3.2. Minors and other parties under guardianship

Any agreement concluded on behalf of a minor or any other party placed under guardianship shall be signed and terminated jointly by all guardians, unless the authorization states otherwise. Any changes in guardianship shall be notified to Evli in writing.

#### 1.3.3. Client information

The Client undertakes, while agreeing on the client relationship, an individual product or service and during the client relationship, to submit to Evli the identification data and contact information requested from the Client at any given time, any information required for the purpose of withholding and reporting taxes, and any information requested for customer due diligence, together with the relevant documents and the information concerning the suitability and appropriateness assessment. For private clients, Evli requires that the Client has provided Evli with the necessary information about all their nationalities and other necessary information. For companies and entities, Evli requires that the Client has provided its LEI, which is a prerequisite for the placing of an order.

The Client shall be obliged to notify Evli in writing, without undue delay, of any changes in the identification data and contact information provided, any other client information, and the information concerning the suitability and appropriateness assessment, or of any changes in circumstances affecting the use of products and services, such as the expiry of guardianship or power of representation, or any other corresponding matter. The duty to notify shall also apply to any information that may affect the client's classification as a Retail or Professional Client or as an Eligible Counterparty.

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 Evli of changes to the information referred to above. Evli shall not be liable for any damage due to the Client's failure to notify Evli of changes to the information provided. Should the Client wish to waive the right to receive notifications intended for the Client, the Client shall forfeit the right to invoke non-receipt of such information.

Evli shall have the right to update the Client's details from the public registers which Evli can access to obtain the necessary information on the Client. Evli may refuse receipt of the Client's information from the Client until the Client's information is available in public registers. Such information may include the Client's address information available in population information systems and information from corporate registers maintained by the Finnish Patent and Registration Office.

Evli may give the Client the right to notify Evli in writing if information available in public registers must not be used as the Client's address and other contact information. 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 Evli of the wish to receive such information based on contact information from sources other than public registers.

Evli shall be obliged to verify the Client's financial standing prior to establishing a client relationship. The Client authorizes Evli to check their client and credit data from public or service provider data sources to which Evli has access based on the services provided to the Client. The said authorization shall be valid during both the client relationship approval process and the client relationship.

Evli processes personal data in accordance with valid regulations and as described in more detail in the data protection notice. The data protection notice on the processing of personal data is available at Evli's offices and on its website at [www.evli.com](http://www.evli.com). The data

protection notice contains information on the rights and obligations relating to the processing of personal data, including the rights of data subjects. A Client who is a legal person shall provide Evli's data protection notice to those persons whose data will be disclosed to Evli.

#### **1.3.4. Confidentiality**

The management, personnel and trusted agents of Evli, or of a company belonging to Evli's consolidation group, or of a tied agent or of any other company operating on behalf of Evli, shall be subject to a secrecy obligation in accordance with the legislation in force at any given time.

Evli shall have the right to disclose data regarding the Client in accordance with legislation in force at any given time to the authorities, among others, and, upon demand, to the Trading Venue in accordance with the relevant market rules. The Client's data may also be disclosed to another service provider, for example for client identification or to provide a service or product and to carry out a service transaction.

#### **1.3.5. Investment advice**

Investment advice shall mean provision of personal recommendations made to the Client, either at the Client's request or at Evli's initiative, for transactions in Financial Instruments.

Evli may use both its own Financial Instruments and those of its partners in provision of investment advice. Consequently, the investment advice provided by Evli is defined as non-independent under regulations. The types of Financial Instruments on which advice is provided and the offering of the Financial Instruments analyzed by type and of providers may be more limited than that of providers of independent investment advice. The Financial Instruments considered can also be associated with those offered by issuers or entities having close links with Evli, such as a contractual relationship. Based on such contractual relationship or another close link, Evli may accept sales commissions from third parties or another group company, for example. The purpose of any such payments received is to improve the quality of the services provided to Clients.

When providing investment advice, Evli shall ensure the suitability of the recommendations for the Client before making investment decisions and provide a statement on the suitability of the recommendation for any Client classified as a Retail Client in a durable medium before executing a transaction. Evli shall not recommend products or transactions not suitable for the Client. Should Evli consider a Financial Instrument or service not suitable for the Client, Evli shall notify the Client thereof and warn the Client of the risk involved in the transaction.

Prior to provision of investment advice, the Client shall undertake to provide Evli with sufficient information on the Client's financial situation, experience and knowledge of investment, and investment objectives and sustainability preferences, to enable Evli to recommend Financial Instruments and services suitable for the Client. If the Client fails to provide Evli with sufficient information, Evli will be unable to assess suitability and will therefore not be able to recommend services or products to the Client.

Evli will not offer an assessment of suitability of the recommendations provided on a regular basis, unless otherwise agreed with the Client. Regular suitability assessment of recommendations shall be described in

a statement on the suitability of the recommendation issued to the Client prior to executing a transaction.

### **1.3.6. Orders with simple Financial Instruments initiated by the Client**

Where execution or transmission of an order is initiated by the Client with simple Financial Instruments, as defined in regulations in force at any given time, Evli will not assess the suitability of the Financial Instruments for the Client, nor whether the Client has the necessary experience and knowledge to understand all the risks involved in such Financial Instruments.

### **1.3.7. Recording of conversations and messages**

Evli shall have the right and obligation to record its communications with the Client pertaining to its activities, including telephone conversations, e-mail communications, physical and electronic meetings and notes thereof, and any other messages. Such recordings are used to manage the client relationship for the purposes notified in the descriptions of files and as proof in the settlement of any disputes.

The Client shall have the right to request a copy of a recording for a specific period determined by regulations and the authorities at any given time. The Client shall be aware that Evli is required to hand over any recordings to the competent authorities upon request.

### **1.3.8. Fees and charges**

Evli shall charge the fees or charges for its activities in accordance with the price list valid at any given time or as separately agreed with the Client. In addition to the fees for products and services payable to Evli, the Client shall be liable to pay any fees charged to Evli by a third party, any other costs related to products or services, maintenance of a book-entry account, custody of Financial Instruments or collateral management, and any related financial and other expenses, as well as any taxes and other charges under public law.

If the price of a particular transaction is not specified in the price list or separately agreed, Evli shall be entitled to charge the expenses arising from the transaction and a reasonable fee.

Evli shall debit any due fees and charges, and any other expenses mentioned above to the Client's Cash Assets. The Client shall be responsible for ensuring that the Client has sufficient funds to pay for any transactions executed pursuant to the terms and conditions and for Evli to debit its charges and fees. If the Client has given an order or any other instructions requiring the Client to make a payment, Evli shall not be liable to execute the order or any other instructions, unless the necessary Cash Assets are available on the due date of the order or transaction. Evli shall be entitled to collect any other charges and fees on the price list relating to overdrawn Cash Assets and the statutory penalty interest on late payments.

### **1.3.9. Client's objections**

Any objections or claims concerning a product, service, agreement or the terms and conditions thereof, or an order, shall be submitted to Evli in writing without delay, and in no case later than thirty (30) days from the date of the event, unless the product, service, agreement or order is subject to specific terms and conditions in contravention hereof.

Unless otherwise stipulated in any specific terms and conditions for products and services, the period for

making objections with respect to orders to subscribe for or redeem fund units and any executed orders shall be seven (7) days from the date on which the Client was informed of Evli's actions in accordance with section 1.3.15.

With respect to securities brokerage orders, any Client not classified as a Professional Client or an Eligible Counterparty and Evli shall be deemed to have approved each other's actions, unless either party notifies the other of its disapproval within seven (7) days from being informed of the other party's actions. If no objection is made within the time limits described above, the parties shall be deemed to have approved each other's actions. If the Order in question is not executed, the time limit shall be calculated from the expiry of the period of validity of the Order.

When the Client has been informed of a potential conflict of interest between the Client and Evli or between the Client and another client of Evli, the Client shall be deemed to have approved the situation unless the Client notifies Evli otherwise within seven (7) days. The Client shall receive additional information on the conflict of interest upon request.

### **1.3.10. Right of retention**

Evli shall have the right of retention over any Financial Instruments acquired on behalf of the Client, any other assets including Cash Assets, and any other funds deposited with Evli as collateral for any unpaid fees relating to products or services, domestic or foreign tax, its own fee and any payments and expenses incurred by Evli, for penalty interest under the Interest Act, or against any damage to Evli. In the event that the Client fails to pay any amount due to Evli, Evli shall be entitled to sell the Financial Instruments without further consulting the Client, in the manner it considers best and, where possible, through public trading. The transaction price or any other consideration so acquired, and any returns shall be used to pay for the amount due and for any losses and expenses that may have been incurred to Evli. Any remaining funds shall be paid to the Client.

If the Client has received an incorrect or unjustified payment (over- or underpayment), Evli has the right to correct the payment by debiting or crediting the amount from or to the Client's assets at Evli, and to take any necessary measures related to the above-mentioned corrections. Evli is entitled to recover the costs incurred by Evli in connection with the above matter from the Client's Cash Assets.

### **1.3.11. Cash Assets**

The Client may transfer Cash Assets to Evli in order to acquire products or services or to pay for fees, expenses, taxes or any other claims, invoices or debts collected by Evli in relation to products or services. Evli shall have the right, but not the obligation, to transfer any Cash Assets transferred by the Client to Evli with no known purpose to the contra account notified to Evli by the Client or to charge to the Client any expenses incurred to Evli for custody of the Cash Assets transferred by the Client to Evli, or to reimburse any returns on the same. Evli shall notify the Client of any Cash Asset transfers carried out without the Client's Order.

When the Client gives an order to transfer Cash Assets from Evli, Evli shall transfer the Cash Assets to the contra account designated by the Client. Any Cash Assets may only be transferred if the Client has Cash Assets not subject to authorization holds,

unpaid fees, expenses, taxes, debts, invoices or other claims.

Evli may determine euro-denominated upper and lower limits for any transfer orders for Cash Assets.

#### **1.3.12. Currency exchange and currency risk**

Evli shall have the right to make the currency transactions of Cash Assets required to execute an Order on behalf of the Client. The Client shall be liable for the expenses incurred from currency exchange and shall bear the risk arising from changes in exchange rates involved in currency transactions.

#### **1.3.13. Electronic means of communication**

The Client shall be aware and accept that the use of electronic communications such as e-mail involves special risks, including potential failure of the message to reach the intended recipient and potential unauthorized disclosure or modification of its content. Evli shall have the right to trust the authenticity and validity of messages received by electronic means.

#### **1.3.14. Right of withdrawal**

Agreements made by consumer clients in online services or otherwise in accordance with regulations on distance sales may involve the right of withdrawal. The right of withdrawal shall be indicated in the product information or in the terms and conditions of the product. If no right of withdrawal is mentioned in such product information or terms and conditions, the following terms and conditions shall apply.

A consumer client shall have the right to withdraw from an agreement made by means of distance selling by giving Evli notice thereof within fourteen (14) days of entering into the agreement. The notice of withdrawal shall be made in writing to Evli's Client Service. The notice shall specify both the Client's personal data and the agreement to be cancelled. Where the Client withdraws from an agreement, Evli shall have the right to charge the actual costs and fees of services rendered as specified in the currently valid price list. Upon withdrawal from an agreement, the Client shall be obliged to return to Evli any payments received from Evli based on the agreement no later than thirty (30) days after submitting the notice of withdrawal or risk the lapse of withdrawal power.

The right of withdrawal shall not apply to payment orders, nor to any products or services the price or value of which varies according to changes in financial markets that are beyond Evli's control. These include agreements on Financial Instruments and investment services and 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. Nor shall the right of withdrawal apply when making amendments to an agreement.

#### **1.3.15. Reporting and notifications**

Evli shall report to the Client in its online service, or as otherwise separately agreed with the Client, in accordance with regulations in force at any given time, these terms and conditions, and any specific terms and conditions of products and services. Evli may also submit the information required by the competent tax authorities on the Client directly to the said tax authorities.

Reports on the Client's assets with Evli and any transactions concerning the same shall be submitted at least on a quarterly basis, unless otherwise agreed with the Client.

Such reports and other notifications concerning the Client's assets and transactions and any other communications shall be made available electronically in Evli's online service or on Evli'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. Any reports or other notifications sent at the request of the Client shall be submitted via e-mail or by other electronic means, or by post. 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 post, 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.

If a Retail Client has placed in custody leveraged Financial Instruments as referred to in regulations, or if the custody account is subject to transactions related to contingent debt, Evli shall report to the Retail 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 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 business day.

#### **1.3.16. Restrictions regarding certain countries**

The legislation of certain countries such as the United States restricts the marketing and offer of investment services to their citizens or persons residing therein. Certain restrictions regarding the availability of Evli's products and services may apply to the citizens of these countries or the citizens of other countries residing in these countries. Evli shall have the right to terminate or rescind the agreement with immediate effect as specified in section 1.5.3. of these agreement terms and conditions if the Client moves to a country subject to such restrictions. The Client shall undertake to notify Evli immediately if the Client moves outside Finland or between other countries.

#### **1.3.17. Advance information under the Act on Investment Services**

Under the Act on Investment Services, a service provider is required to give the Client information on, inter alia, Financial Instruments and related risks, prevention of conflicts of interest, the safekeeping of client assets, and incentives. Such information shall be made available on Evli's website at [www.evli.com](http://www.evli.com) or as otherwise agreed with the Client.

### **1.4. Liabilities of the parties**

#### **1.4.1. Evli's liability in the event of loss of the Client's assets**

In the event, that Financial Instruments or any other assets entrusted to Evli under a product or service agreement or in accordance with these terms and conditions are lost or destroyed due to reasons attributable to Evli, Evli shall notify the Client thereof and replace them with corresponding Financial Instruments or other assets. If it is impossible or unreasonably expensive to acquire corresponding Financial Instruments or assets, Evli shall compensate such Financial Instruments or assets at market value at the date when the loss was discovered or, in the

absence thereof, at some other fair value. Any other compensation may also be agreed with the Client. If Evli has compensated the Client for lost Financial Instruments or assets, and if these are subsequently found, they shall be transferred to Evli's ownership. Evli shall have the right to amortize any lost or destroyed Financial Instruments or other assets.

#### **1.4.2. Client's liability in the event of breach of agreement**

The Client shall be liable to compensate Evli for any damage resulting from the Client's failure to meet the Client's obligations under the terms and conditions set out herein, in a product or service agreement, or any other terms and conditions. Such damage may include additional expenses and work due to the breach of agreement, as well as expenses arising from changes in the prices of Financial Instruments.

#### **1.4.3. Limitation of liability**

Neither of the parties shall be liable for indirect damage caused to the other party.

As indirect damage is considered to include financial damage, for example, Evli shall not be liable for any loss of income, uncollected yield, share price losses, disruptions in other contractual relationships, claims made by third parties, or any other damage caused to the Client to which Evli has not directly contributed through its own actions.

Evli shall not be liable for the actions of a third party or for any damage they may have caused to the Client, unless Evli has outsourced its operations to the party in question.

Evli shall not be liable for damage arising from incorrect information received from the Client or third parties.

Evli shall have no obligation to inform the Client of any class action concerning a Financial Instrument held by the Client, even if Evli becomes aware of such class action.

#### **1.4.4. Financial liability of the Client**

The Client shall be aware of the risks associated with investment activity and shall be liable for the financial performance and tax consequences of the Client's actions and investment decisions. This liability shall rest with the Client regardless of whether Evli 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. The Client shall be aware that investment decisions cannot be based solely on marketing, marketing material, investment research or investment advice concerning the Financial Instruments, but should rather rest on the entire body of information concerning the Financial Instruments.

#### **1.4.5. Force majeure**

Neither party shall be liable for any damage caused by force majeure.

"Force majeure" shall mean a circumstance that prevents a party from fulfilling its obligations and is unforeseeable and beyond the control of the party and has a causal relationship with non-fulfillment of an obligation. A force majeure may include a disruption in electricity distribution, telecommunications or information systems, a fire, natural disaster, earthquake, war or revolt, or a strike, lockout or any

other form of industrial action, even if a party were directly involved in such action.

A party may only invoke force majeure if the other party has been informed of the force majeure as soon as reasonably possible or the other party has otherwise been aware thereof. Exemption from liability shall further require that the party has attempted, as far as possible, to limit the damage caused to the other party.

#### **1.4.6. Evli's due diligence obligation and suspicious transactions**

The Client shall affirm that no suspicious or criminal elements are associated with the origin of the funds used for Evli's products and services and placed in its custody. The Client further affirms that the Client is not subject to sanctions or acting on behalf of an entity subject to sanctions and does not otherwise enable any activity that would violate or circumvent sanctions.

If Evli notices that the structure or size of the Client's Orders or any other transactions, or the size or office of the Client's undertaking differ from the ordinary, or that they lack an obvious economic purpose or are inconsistent with the financial circumstances or business operations of the Client, Evli shall ascertain the Client's reasons and purpose for using its services or products, exercising due diligence in accordance with the Act on Preventing Money Laundering and Terrorist Financing and any other provisions concerning money laundering and market abuse.

If Evli, after fulfilling the obligation to exercise due diligence referred to above or otherwise, has reason to suspect the legal origin of the assets included in the Client's transaction or their use for the financing of terrorism, or market abuse, Evli shall be obliged to suspend the transaction pending further investigations or refuse the transaction, and shall always report the matter to the Financial Intelligence Unit, the Financial Supervisory Authority or any other authority specified by law without delay, and shall submit to it, upon request, all the information and documents that may be of significance in investigating the suspicion. In such cases, Evli shall only be liable for any financial damage to the Client if Evli has failed to comply with the standard of due diligence that could reasonably be required in view of the circumstances. In exceptional circumstances, however, the transaction may be executed, after which the matter shall be immediately reported to the Financial Intelligence Unit, the Financial Supervisory Authority or any other authority specified by law.

The Financial Intelligence Unit or another authority may issue to Evli an order to refrain from executing the transaction for a maximum period specified in regulations at any given time, if the authority considers this necessary in order to be able to carry out preliminary investigations.

### **1.5. Amendment, termination and assignment of the terms and conditions of the agreement**

#### **1.5.1. Evli's right to refuse service**

Evli shall have the right to refuse service to the Client if the Client fails to satisfy Evli'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.

## **1.5.2. Amendment of the agreement terms and conditions and price lists**

Evli shall have the right to unilaterally amend these terms and conditions and any agreements and other terms and conditions, fees and price lists regarding products and services. Evli may further be obliged to amend the terms and conditions due to applicable regulations or official decisions. Evli shall have the right to communicate any changes to the agreement terms and conditions and the price list and to deliver customer bulletins by making them available to Clients on its website or in the online service. Any amendments shall enter into force at the start of the calendar month that begins one (1) month after the Client has been informed thereof as specified in section 1.3.15 of these terms and conditions.

In the event that the Client does not accept an amendment, the Client shall have the right to terminate the agreement in accordance with its terms and conditions by giving Evli notice thereof no later than two (2) weeks before the amendment's entry into force. Termination shall become effective on the day on which the amendment would have entered into force. Should the Client object to the amendment without terminating the agreement, Evli shall have the right to terminate the agreement as of the date on which the amendment would have entered into force.

## **1.5.3. Termination and rescission of the agreement**

The Client shall have the right to terminate the agreement five (5) days after Evli has received notice of termination.

Evli shall have the right to terminate the client relationship ten (10) days after Evli has sent notice of termination. Notwithstanding, Evli's period of notice shall be thirty (30) days in cases where the Client is not a Professional Client or an Eligible Counterparty. Any notice of termination shall be made in writing as referred to in section 1.3.15.

If the Client has not used Evli's services for one (1) year and the Client has left no assets other than Cash Assets in Evli's custody, Evli may deem this Investment Service Agreement and its terms and conditions and any specific product or service agreements to have been terminated without further notice. Evli will pay any Cash Assets at a later date as provided in section 1.5.3 of these terms and conditions.

The parties shall be entitled to rescind any agreement in place between them without prior notice, if the other party:

1. has materially failed to fulfill its obligations under these terms and conditions or an agreement, or has otherwise materially breached these terms and conditions or those of an agreement;
2. is placed in restructuring or liquidation proceedings or declared bankrupt, or there is otherwise a justified reason to assume that the party has become insolvent;
3. dies.

Following termination or rescission, Evli shall have the right to cancel any orders placed but not executed prior to termination or rescission, if technically possible. Orders to buy or sell Financial Instruments that have been executed shall be settled normally.

After the period of notice of termination and/or rescission, Evli shall hand over any assets of the Client in its possession to the Client as soon as possible but no later than seven (7) days after the

settlement of each order, provided that the Client has made all payments due and fulfilled any other obligations to Evli in accordance with the agreements in place between the Client and Evli. If Evli has not been informed where to transfer the assets in its possession, despite inquiries, Evli shall have the right to sell the Financial Instruments in its custody. Evli shall sell the assets, where possible through a Trading Venue, no earlier than thirty (30) days after having notified the Client in writing of the Client's obligation to inform Evli of where to transfer the assets after the expiry or in conjunction to the termination of the agreement. The time period shall be considered to start running as specified in section 1.3.15. Evli shall pay the assets accumulated in the sale to the contra account designated by the Client after first deducting the expenses and receivables incurred by Evli from the sale and any other payments due to Evli. In the event that the transfer of assets to a contra account is not possible, the assets shall be deposited with the Regional State Administrative Agency of Evli's domicile on behalf of the Client. Evli shall send physical Financial Instruments and other assets by registered mail to the Client's address known to Evli if the Client does not indicate where these should be delivered.

Following rescission and/or termination, Evli shall have the right to restrict the Client's ability to place Orders and perform other transactions with Evli.

If it becomes apparent upon termination of the relationship between the Client and Evli that the Client has failed to pay in full Evli's fees, any costs or expenses arising from the Client's actions, or any related taxes, damages or any other charges, the Client shall undertake to settle these to Evli immediately upon request.

## **1.5.4. Assignment of the agreement**

This agreement shall be binding on the parties and their statutory successors. The Client shall not be entitled to assign any agreements signed with Evli, nor the rights or obligations under such agreements, to a third party without Evli's consent. Evli may, however, assign either all or some of its obligations pursuant to these terms and conditions and to any agreements signed with the Client to a third party without the Client's consent.

## **1.6. Other terms and conditions**

### **1.6.1. Settlement of disputes and applicable law**

Any disputes arising from these terms and conditions and any other agreements between the parties shall be settled in arbitration by one arbitrator in Helsinki if the amount in dispute exceeds fifty thousand (50,000) euros and if the Client is not a Retail Client deemed to be a consumer as referred to in the Consumer Protection Act. Should the parties fail to reach consensus on an arbitrator, one shall be appointed by the Finland Chamber of Commerce.

Any other disputes between the parties shall be resolved by the Helsinki District Court, unless a Retail Client deemed to be a consumer demands that the matter be considered by the Finnish court of first instance within the jurisdiction of which the Retail Client's residence is located.

To the extent that these terms and conditions contain references to applicable law, the provisions in force at any given time shall apply. The provision of investment services, the Investment Service Agreement and these Terms and Conditions of Investment Services

shall be governed by the laws of Finland excluding any provisions of private international law therein on the choice of law.

### 1.6.2. Conflicting provisions

If these terms and conditions conflict with any other terms and conditions applicable to the relationship between the parties, the law shall prevail, followed by the provisions adopted by virtue of the law, applicable official regulations and other Market Rules.

In the event of conflict between these terms and conditions and any other specific terms and conditions concerning products or services in place between the Client and Evli, the latter shall prevail.

In the event of conflict between the different language versions of Evli's agreement terms and conditions or those of the terms and conditions of specific products and services, the Finnish-language terms and conditions shall prevail.

### 1.6.3. Out-of-court legal remedies for consumer clients

To the extent that consumer protection legislation is applicable to the contractual relationship between Evli and the Client, the Client shall have the use of at least the following out-of-court legal remedies in connection with the said contractual relationship:

#### Finnish Financial Ombudsman Bureau

The Finnish Financial Ombudsman Bureau (FINE) provides Retail Clients with advice on problems relating to investments. Advice is also available prior to purchasing a service or product.

FINE is an alternative dispute resolution body, which may issue solution recommendations for investment disputes upon request. FINE examines disputes and issues recommendation solutions through its office and through decisions by the Securities Complaints Board. The solutions issued by FINE to disputes between customers and service providers are of recommendatory nature. FINE's services are provided free of charge to consumers.

FINE  
Porkkalankatu 1  
FI-00180 Helsinki, Finland  
tel. +358 (0)9 6850 120  
[info@fine.fi](mailto:info@fine.fi)

Further information and more specific instructions on how to file a complaint can be found online at: [fine.fi/en](http://fine.fi/en)

#### Consumer Disputes Board:

The Consumer Disputes Board is a neutral and independent expert body comprised of members representing consumers and entrepreneurs in a balanced way. It can give recommendations for settling disputes between consumers and entrepreneurs, which concern consumer services, among other things.

Consumer Disputes Board:  
Hämeentie 3  
P.O. Box 306  
FI-00531 Helsinki, Finland  
tel. +358 (0)29 566 5200 (switchboard)  
[kril@oikeus.fi](mailto:kril@oikeus.fi)

Further information and more specific instructions on how to file a complaint can be found at: [kuluttajariita.fi/en](http://kuluttajariita.fi/en)

### 1.6.4. Evli's contact information and supervisory authority

Evli Plc  
Aleksanterinkatu 19  
FI-00100 Helsinki, Finland  
tel. tel. +358 (0)9 4766 90 (switchboard)  
[info@evli.com](mailto:info@evli.com)  
Business ID: 3239286-2  
[evli.com](http://evli.com)

Financial Supervisory Authority  
Snellmaninkatu 6  
P.O. Box 103  
FI-00101 Helsinki, Finland  
tel. +358 (0)10 831 51 (switchboard)  
[finanssivalvonta@finanssivalvonta.fi](mailto:finanssivalvonta@finanssivalvonta.fi)  
[finanssivalvonta.fi/en](http://finanssivalvonta.fi/en)

## 2. ONLINE SERVICES

"Online services" shall mean all of Evli's services that the Client accesses primarily by establishing a telecommunications link to a system maintained or purchased by Evli to provide services, identifying as described below.

### 2.1. Content of services

Evli shall determine the services provided online at any given time. Evli shall have the right to make changes to the range, functionality and content of services. The range of services may vary depending on the services offered to each Client, the type of device used, the user's authorizations and the information provided to Evli by the user. Services are subject to service charges and fees in accordance with the price list or as determined in service-specific agreements.

### 2.2. Identifying Information and responsibility for its use

In its online services, Evli shall indicate the electronic identification methods that Evli considers suitable to reliably validate the identity of Clients using the services and to allow access to its online services. The electronic identification methods approved by Evli may be produced and administered by another identification service provider or Evli. The elements used in the identification method, such as the identifier, password, confirmation code, additional confirmation message and registered mobile application, constitute the Identifying Information referred to in these terms and conditions.

When using an identification service of a provider other than Evli, such as a strong identification service approved by the Finnish Trust Network, the Client shall be responsible for its use and the Identifying Information in accordance with the terms and conditions of the service in question.

The Identifying Information generated and maintained by Evli include the online service username, password, confirmation codes, phone ID, and the mobile authentication application registered for the user's mobile phone or other device.

Evli shall provide Clients with the Identifying Information it has generated by making it available to each reliably identified Client, for example electronically or by sending it by registered mail.

For Institutional Clients, the Identifying Information shall be sent or made available to the contact person

designated by the Client. The Client shall be responsible for ensuring that the Identifying Information is used on behalf of the organization by a person authorized to place Orders and perform other transactions that are binding on the Client. Evli shall be able to trust that the Client's Identifying Information is used by a person authorized to access all aspects of online services, unless otherwise indicated by or agreed with the Client.

To access online services, the Client shall be identified by providing the Identifying Information when logging in to the service. Following identification to the online service, the Client can place Orders or perform other transactions that are binding on the Client.

The Client shall be responsible for ensuring that the Identifying Information is valid or for any situation where access to online services may be denied due to blocking or expiry of such information. Evli shall not be responsible for ensuring access to online services to the extent that it is limited or prevented due to disruption in an identification service offered by another provider.

### **2.3. Liability for unauthorized use of Identifying Information**

The Client shall be responsible for any Orders and other transactions made using the Client's Identifying Information. The Client shall undertake to store one's Identifying Information carefully and ensure that it is not accessible by a third party.

The Client shall notify the provider of the Identifying Information of any loss or suspected abuse of the Identifying Information in accordance with the terms and conditions of the agreement regarding the Identifying Information. Evli shall have the right to trust the transactions performed using the Identifying Information in question until the provider of the Identifying Information has blocked its use.

In the event that the Client has lost the Identifying Information generated and maintained by Evli or the Identifying Information becomes accessible by a third party, this shall be reported without delay to Evli's Client Service using the contact information available on Evli's website at [www.evli.com](http://www.evli.com). The Client shall be liable for any damage until Evli has received a notification regarding the Identifying Information and been informed of the Identifying Information becoming accessible by a third party, for example, and has had a reasonable amount of time to prevent access to the online services using such Identifying Information. Evli shall not be obliged to notify the Client of the revocation or modification of access rights.

### **2.4. Access times of services**

Evli does not guarantee that the online services will be available for use without interruption. Evli may restrict the access time of online services by providing notice thereof in the online service, on its website or by any other means deemed appropriate. Evli shall strive to give notice well in advance but cannot guarantee that the information will have reached the Client before access to services is interrupted.

Online services may have particular priority access times. Notice of particular access times shall be provided in the online services.

Orders placed in online services shall be made within the applicable time limits. Unless otherwise agreed, Evli's responsibility to process an Order shall begin no sooner than when it is received or approved in Evli's information system. Evli shall reserve a reasonable processing time to execute services. Evli does not guarantee that Orders are processed in real time.

### **2.5. Communications via online services**

In circumstances specified by Evli, Evli may receive the Client's messages via the message channel available in online services. Evli's Client Service shall handle the messages within a reasonable time after arrival and within its current opening hours. In urgent cases, the Client should contact Evli's Client Service by telephone.

Evli may make reports and other notifications concerning the Client's assets and transactions and other communications available electronically in Evli's online service as specified in section 1.3.15.

### **2.6. Hardware, software and telecommunications links**

The Client shall acquire at the Client's sole expense the hardware, software, telephone lines and other relevant telecommunications links required for the use of online services and shall bear all related operating and maintenance costs.

The Client shall be responsible for the functioning of the Client's own hardware and software, as well as for the functionality of the telecommunications links and telecommunications services between the Client and Evli. Both the Client and Evli shall ensure that data security is appropriately addressed in their respective information systems.

Evli shall have the right to suspend the provision of an online service if it determines that the hardware, software or telecommunications links used by the Client or the Client's way of using these endanger the online service or the security or performance of Evli's other operations.

Evli does not guarantee that it will maintain its service systems so as to ensure that its online services can be accessed with the Client's hardware, software, or telecommunications links. Evli shall not be liable for compensation in the event that an online service is unavailable or out of order. Evli shall not be liable for the content of any materials published through its online services, for the validity of information, or for any possible errors or delays occurring therein. Where Evli provides information received from a third party in its services, Evli shall forward such information to its Clients in the format in which it was received and shall not be liable for any incomplete or incorrect information.

The Client shall be solely responsible for ensuring that all electronic orders and notices sent to Evli are delivered.

### **2.7. Intellectual property rights and use of information**

Any intellectual property rights related to the online services belong to Evli. All copyrights and trademark rights are reserved.

The Client shall undertake not to publish, reproduce or redistribute any part of the information contained in the electronic online services by electronic or any other means of communication without Evli's prior



written consent. Where necessary, the Client shall be obliged to provide Evli or its external information provider with a reliable account of the manner in which information was used.

Should the Client receive information from the services that the Client should not be allowed to access, the Client shall undertake not to disclose or turn over such information to a third party by any means.

### **2.8. Verification of and responsibility for information provided**

The time of making an agreement or placing an Order and its content, as well as other transactions related to online services, shall be verified from the information systems maintained by Evli.

### **2.9. Target country**

Evli provides the online services in accordance with Finland's national laws and official regulations. The online services shall be considered to have been provided in Finland, regardless of the country from which the services are accessed.

## **3. CUSTODY SERVICES**

### **3.1. Content of custody services**

Evli shall hold in custody and manage the Client's Financial Instruments and any other assets including Cash Assets placed in its custody on the terms and conditions set out below.

The Client's Financial Instruments and any other assets including Cash Assets shall be held in safe custody reliably and always separately from Evli's own Financial Instruments and other assets including Cash Assets.

Evli shall have appointed a person with sufficient skills and authorizations to deal with the custody of client funds in compliance with related obligations.

All of the Client's book-entry securities in the Finnish book-entry system shall be held under the name of the Client in a book-entry account maintained in Evli's book-entry register in the book-entry system of Euroclear Finland Ltd, unless otherwise agreed with the Client. Where necessary, Evli shall be entitled to open a book-entry account for the Client if required to execute Orders or transactions, pledge assets, comply with official precautionary measures, or manage the client relationship.

The Client's foreign Financial Instruments may be deposited with a Finnish or foreign bank, custodian or fund management company (subcustodian) designated by Evli. Foreign Financial Instruments shall be registered in an account under the name of Evli or a subcustodian. The Client's foreign Financial Instruments shall be itemized as the Client's assets in securities accounts (account right) in Evli's accounting system in accordance with the Act on Securities Accounts. Such accounts may be joint accounts which may also be used to hold the securities of Evli's other clients. Evli shall be entitled to set restrictions on the types of foreign Financial Instruments that may be placed in Evli's custody. Due to international market practice, Evli cannot guarantee set-off protection for the Client's assets with respect to the custodial deposits of the Client's foreign Financial Instruments and related transactions. The Client shall accept that Evli has the right to disclose information regarding the Client to

the subcustodian if required by local legislation, Market Rules or any other regulations.

Evli and/or the subcustodian shall withhold the taxes or charges on any funds payable to the Client in accordance with legislation or market practices in force at any given time in Finland or in a foreign country.

Where the entity that issued a share is not domiciled within the European Union, individual shareholders cannot usually participate in such a company's general meetings of shareholders or other corresponding events. If participation can be arranged, Evli shall have the right to debit the Client's Cash Assets for the charges and fees in accordance with the currently valid price list or otherwise communicated to the Client and the expenses incurred from the Client's participation in the meeting.

The ownership, exchange and custody of foreign Financial Instruments may involve political, economic, legal, taxation and other unforeseeable risks different from those associated with investment in Finnish securities, the liability for which shall remain solely with the Client. Rather than ownership of Financial Instruments, clients usually have account rights or equivalent special rights tied or related to these.

To the extent that the Client's Financial Instruments are held in custody by a Finnish or foreign credit institution or investment firm designated by Evli and acting as Evli's subcustodian, Evli shall only be responsible for the careful selection and monitoring of such subcustodians. Notwithstanding, Evli shall not be liable for any damage caused by the insolvency or bankruptcy of national securities depositories, trading venues, clearing systems or subcustodians, or by disruptions in their systems.

The Client's Cash Assets shall be held in a client funds account with a Finnish or foreign deposit bank or a credit institution entitled to receive deposits.

Foreign currency-denominated yields and capital returns on the Client's Financial Instruments and any other remittances shall be paid to the Client in euros, unless otherwise separately agreed with the Client.

### **3.2. Management of Financial Instruments**

Evli shall provide the following services included in the management of Financial Instruments placed in its custody:

- Payment of dividends, profit shares and capital returns, redemption of interest and principal repayments, and any other yield payments. The Client may provide Evli with standing instructions concerning optional payments.

- Evli may choose on the Client's behalf whether to receive the shares of profits payable for fund units in cash or fund units, unless otherwise agreed with the Client.

- Delivery of corporate action or other inquiries received by Evli to the Client, if such action requires the Client's approval or order. Transactions shall be carried out as instructed by the Client. Evli shall have the right to restrict the options and transactions related to such corporate actions. If the Client fails to provide Evli with the necessary instructions within the time frame specified in the inquiry, Evli shall have the right, but not the obligation, to act in the manner it deems best for the Client. In certain situations, Evli

may include in its inquiry information on the transactions it intends to undertake if the Client does not reply to the inquiry within the time frame specified therein. The Client shall be responsible for familiarizing oneself with the information concerning corporate action inquiries, such as listing and issue prospectuses. Evli shall have no obligation to notify the Client of any action if it was communicated to Evli for information only, or if relevant information is not received or forwarded by the subcustodian to the issuer or event organizer, or if the Client cannot decline the transaction.

- Subscription for, conversion of and any other transactions that may be related to Financial Instruments as ordered and instructed by the Client. Evli shall submit the Client's orders relating to foreign Financial Instruments to the subcustodian for execution but shall not be responsible for the execution of such orders.

The above-mentioned transactions shall only be performed if Euroclear Finland Ltd or the subcustodian has notified Evli of the action in sufficient time prior to the specified time limit. Evli shall not be responsible for the accuracy of any information provided by the subcustodian or for failure by the subcustodian to provide the information on the action so as to allow Evli to reasonably inform the Client of any options available regarding the action prior to the specified time limit.

Evli shall have the right, but not the obligation, to execute yield payments, corporate actions or any other transactions related to ownership on the basis of advance information provided by the subcustodian or any other party providing such information to Evli. In the event that a received payment or any other executed transaction deviates from such advance information, Evli shall be entitled to perform the necessary corrective measures on the Client's assets.

Evli shall only take care of the custody of any Financial Instruments that are not in the book-entry system or placed in the custody of Evli's subcustodian. Management measures on these Financial Instruments shall only be carried out on the basis of a written or otherwise verifiable order separately issued by the Client, provided that Evli has been informed of the measure in sufficient time.

Evli shall not be obliged to engage in any Financial Instrument management measures other than those specified in these terms and conditions, unless otherwise separately agreed with the Client. Notwithstanding, Evli shall have the right, but not the obligation, to take any measures necessary to preserve and protect the Client's assets. As a custodian of Financial Instruments and other assets, Evli shall have the right to make notations concerning their assignment, hand them over, and receive and acknowledge receipt of payments on behalf of the Client on the basis of the Client's order.

In order to protect its own or the Client's assets, Evli shall have the right to take any legal or operational action required by each Trading Venue.

### **3.3. Acceptance of Financial Instruments into safe custody**

Evli shall reserve up to five (5) banking days for inspection of the physical Financial Instruments taken into custody. During this period, Evli shall not commit to undertaking any transactions under these terms

and conditions. Evli shall not be liable for any damage that may arise from any deadlines that may pass during this time.

If the Client wishes to notify Evli of the cost of the Financial Instruments, the Client shall be obliged to provide proof of cost, in the form of receipts, when transferring these into custody. The Client shall be responsible for the accuracy of the stated cost. Instead of returning the same Financial Instruments from its custody, Evli shall only be obliged to return to the Client the same number of Financial Instruments of the same designation.

The Client may keep Cash Assets connected to each of its custody accounts with Evli, unless otherwise agreed with the Client.

### **3.4. Client's liability**

The Client shall be responsible for making sufficient Cash Assets available to Evli for execution of the Client's Orders and other transactions. Evli shall be relieved of its obligation to execute the same if the Client lacks sufficient Cash Assets and fails to make the necessary funds available to Evli immediately upon request.

The Client shall be obliged to submit to Evli all the information necessary for the execution of the transactions mentioned in these terms and conditions upon request by Evli within the specified time frame.

### **3.5. Evli's right of pledge**

The Client's Financial Instruments in custody and in a book-entry account and any other assets including Cash Assets shall stand as collateral for all of Evli's fee and expense receivables related to custody and book-entry accounts and to the Financial Instruments in custody and in book-entry accounts, as well as fee and expense receivables and their penalty interest arising from trading, clearing, settlement and any other orders.

In order to protect its claims, Evli shall have the right to register a pledge in the Client's custody and book-entry account, as well as in the Cash Assets, and to enter a transfer prohibition in the book-entry account.

As collateral for the fulfillment of obligations related to an Order issued for settlement, Evli shall have a right of pledge over any book-entry security entered in a commission account referred to in the Act on Book-Entry Accounts as a result of a transaction. The provisions herein on book-entry securities shall apply correspondingly to sold or purchased Financial Instruments handed over to a foreign subcustodian, clearing house or clearing member for the purpose of clearing a transaction.

This pledge shall also be given to secure any cost of collection and liquidation of pledged assets. The pledge shall also cover income from the pledged assets, principal payments and assets replacing the pledge.

If the Client's bonds, treasury bills, certificates of deposit, or any other similar Financial Instruments placed in Evli's custody fall due, Evli or its designee shall have the right to withdraw such funds, with interest, and to hold them in custody as part of the Client's Cash Assets.

### **3.6. Liquidation of pledged assets**

If the Client fails to perform the Client's obligations to Evli in any respect, and there are Financial

Instruments or any other assets including Cash Assets in the Client's custody account, Evli shall be entitled, without consulting the Client or seeking a judgment or court order, or without complying with any statutory formalities, and without advertising the sale of the pledged assets, to sell the pledged assets or arrange for them to be sold, or otherwise liquidate the Client's assets to cover its receivables through a regulated market or a multilateral trading system, public auction, or in any other appropriate manner that protects the interests of the parties, within thirty (30) days of giving written notice to the Client stating that its receivable is due and payable. Evli shall primarily collect its receivables out of the Client's Cash Assets.

### **3.7. Assignment of Financial Instruments by the Client**

If the Client assigns Financial Instruments or any other assets placed in Evli's custody to a third party, such assignment shall not become binding on Evli until Evli has been notified of the assignment.

If the Client wishes to have physical Financial Instruments assigned from Evli's custody, the Client may collect them from Evli or Evli may deliver them to the address designated by the Client within a reasonable time. Evli shall charge the Client for the cost of transporting and insuring the securities as agreed with the Client.

The Client shall also be liable for any costs related to the transfer of book-entry securities at the Client's request.

### **3.8. Responsibility for entries**

Evli shall ensure that acquisitions, rights and restrictions are entered in the Client's book-entry account and in the Financial Instruments and any other assets related to custody, as instructed by the Client in the order submitted to Evli.

The Client shall be responsible for providing accurate documentation for the purpose of establishing the legal basis of any registration application. The Client shall remedy any inadequacies that may occur in such documentation.

The Client shall be liable for any costs and damages arising from an erroneous or revised entry in the book-entry register caused by the Client or due to the Client's refusal to consent to the correction of an erroneous entry. In order to be relieved of liability, the Client shall show the absence of intent or negligence.

### **3.9. Registration fund**

If Evli as a book-entry account operator is unable to meet its liability for damages, the injured party shall be entitled to receive compensation from a registration fund in accordance with its rules.

### **3.10. Nominee registration**

The nominee registration of a foreign Client's Finnish book-entry securities requires a separate and express request from the Client.

The Client may only exercise property rights by virtue of a nominee-registered holding. Nominee-registered shares do not give their owners governance rights, such as the right to attend general meetings of shareholders and the rights to speak and vote at these meetings. If the Client wishes to exercise the governance rights conferred by the book-entry securities, the Client shall be registered in the

temporary shareholders' register maintained by Euroclear Finland Oy.

### **3.11. Transfer of a book-entry account**

The transfer of an entire book-entry account from Evli to another account operator shall be assimilated to termination of the book-entry account by the Client. Evli shall have the right, but not the obligation, to execute any open Orders upon receipt of notice of transfer of a book-entry account.

Evli shall be entitled and obliged to provide copies of the documents on which valid entries are based to the account operator that received the book-entry account.

Transfer of a book-entry account is not possible if a prohibition on transfer of the account has been registered therein. Nor is transfer of a book-entry account possible in the special situations mentioned in the regulations of Euroclear Finland Ltd.

Book-entry accounts cannot be transferred in online services. The Client shall also accept that book-entry accounts or Cash Assets linked to online services cannot be pledged to a third party.

### **3.12. Authorization of another account operator to make entries**

The Client may authorize another account operator to make entries in the Client's book-entry account provided that the Client notifies Evli thereof in advance in writing. Following such notification, details of the account operator in question and any restrictions on the account operator's entry authorization shall be recorded in the Client's book-entry account.

### **3.13. Termination of custody**

Evli shall have the right to terminate the Client's custody and related book-entry account without further notice if the custody account has not contained securities or any other assets during the previous twelve (12) months.

## **4. SECURITIES BROKERAGE**

### **4.1. Placing an Order and entry into force**

The Client may place an Order to buy or sell a Financial Instrument orally, in writing, by e-mail, by electronic means or via online services, or as otherwise separately agreed with the Client. Evli shall have the right to send written information concerning an Order to the Client electronically, by letter and e-mail or as otherwise separately agreed with the Client and to make it available in the online services.

An Order placed by the Client shall enter into force when Evli has received sufficient information thereof as specified below and has accepted it as an Order. The Client shall be responsible for ensuring that an Order reaches Evli.

An Order placed by the Client shall include, or Evli shall be otherwise aware of, the following details:

1. The name of the Client and the person who placed the Order;
2. Information on whether the Order is an Order to buy or sell or execute some other transaction;
3. The type and amount of the Financial Instrument;
4. The price terms (e.g., limit price);
5. The period of validity of the Order; and
6. Any other information required to execute the Order and settle the transaction, such as the information required from Professional Clients

according to regulation on how the Financial Instruments or Cash Assets subject to the Order are allocated to the Orders and the accounts to be credited and debited, provided in writing or as otherwise agreed and within the required time.

Evli is entitled not to execute an Order with insufficient details.

Any Client classified as a legal person under domestic or applicable foreign regulations shall inform Evli of its LEI Code prior to placing an Order. The Client shall be aware of the fact that, unless otherwise instructed by the Client, Evli may disclose the Client's Order if the Order cannot be immediately executed at the limit price specified by the Client or higher.

Where required for execution of the Client's Order, the Client shall undertake to sign the agreements and other documents required by the Trading Venue at any given time.

#### **4.2. Validity of an Order**

An Order placed by the Client shall be valid for a specified period. If no period of validity has been specified in the Order, it shall be deemed valid by the close of trading on the trading day on which the Order is submitted. If trading has closed upon receipt of an Order, the Order shall be valid for the following trading day.

An Order shall expire automatically if the trading system of the Trading Venue removes the Order already entered in the trading system for reasons such as the share trading ex-dividend or ex-rights, the share being split, a share issue being executed, the share classes or shares being consolidated, or a merger or demerger being executed. An Order concerning a bond shall not expire once a subordinated Financial Instrument trades ex-coupon.

The Client shall have the right to change or revoke an Order prior to making a binding offer that leads to a trade or making a trade. The change or revocation shall enter into force once received by Evli or, where Evli has forwarded the Order to another broker, once received by the latter and the change or revocation is recorded in the trading system of the Trading Venue. Increasing or decreasing the amount of the object of the Order and changing the price terms shall be considered to constitute revocation of the original Order and simultaneous placement of a new Order. Changing an Order can affect its priority status. If Evli has already taken action to execute the Order, the Client shall compensate Evli for any expenses and losses that Evli may incur as a result of changing or revoking the Order. An Order cannot be changed or revoked to the extent that it has already been executed.

Evli shall have the right to remove an Order or transaction placed by the Client in online services where such Order or transaction is manifestly erroneous or deviates from the Market Rules, where cancellation is necessary to avoid credit risk caused by the Client to Evli, or for any other important reason.

#### **4.3. Processing of an Order**

Upon receipt of an Order, Evli shall process it carefully and in the best interests of the Client. Evli shall execute the Order in accordance with Evli's order execution policy valid at any given time, unless

the Client issues specific instructions deviating from the order execution policy.

The Client shall be responsible for the accuracy of any information provided on the Order and liable for any damages that may arise due to incorrect or incomplete information provided to Evli by the Client. Orders shall be executed based on the information provided. Evli shall not be obliged to verify or complete the information provided.

The Order shall be executed without undue delay, unless an express agreement has been made with the Client to execute the Order at a time deemed best by Evli or at some other time.

The Client shall be obliged to contribute to the processing of the Order. Where it deems that the Client's best interests so require, Evli shall have the right to refrain from executing an Order until it has contacted the Client on the matter and received, upon request, new instructions for executing the Order from the Client.

If no price limit has been set in the Order, Evli shall have the right to execute the Order at the prevailing market price. Evli shall have the right to execute the Order in parts, unless otherwise agreed with the Client.

Evli shall have the right to combine the Client's Order with another client's order or with its own order in accordance with the currently effective legislation and the Market Rules, unless otherwise agreed with the Client.

Evli shall have the right to use any external assistance it deems necessary to carry out the tasks stated in the Order without giving prior notice to the Client. In such cases, information about the Client may be disclosed to a third party to the extent deemed necessary by Evli.

In the event that the Client issues special instructions deviating from Evli's current order execution policy, this may, due to elements contained in the instructions, prevent Evli, in the case of certain orders, from executing transactions under the order execution policy which 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 Evli in accordance with the Market Rules, in connection with placing the Order, or at another time as required by Evli. Where necessary, the Client shall provide Evli with the documents required to validate the Client's acquisition. The Client shall compensate any damage caused to Evli due to a delay in the delivery of the Financial Instruments. Evli shall have the right to verify 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 them within the time limit, and, for this purpose, to verify that the Client's book-entry account and custody account have sufficient balance, and otherwise to verify the availability of the Financial Instruments and to reserve the Financial Instruments for the execution and settlement of the trade. Evli shall likewise have the right to verify that the Client is able to pay the trading price of the Financial Instruments subject to the buy order and any other costs and expenses related to the transaction.

In the case of an Order to buy, Evli shall have the right to require a partial or full payment in advance of

the Financial Instruments subject to the Order. With regard to a trade executed on the basis of an Order, Evli shall have the right to take action to settle the trade or another transaction, to secure any right of pledge or retention of Evli or the Trading Venue under applicable Market Rules, and to take any other necessary action.

Evli shall not be entitled to disclose to the Client the name of another client or third party acting as the other party to a trade.

#### **4.4. Notification of the execution of an Order**

Evli shall notify the Client of an executed Order by making a confirmation available in the online services, unless otherwise agreed with the Client.

#### **4.5. Delivery of Financial Instruments and collateral**

Evli shall be responsible for ensuring that the Financial Instruments purchased on behalf of the Client can be delivered to the Client on the Settlement Date of an Order to buy in accordance with the Market Rules, unless otherwise agreed. If all of the Financial Instruments cannot be delivered at that time, the Client shall accept a partial delivery.

#### **4.6. Evli's right to acquire Financial Instruments on behalf of the Client**

If it is evident that a Client who has sold a Financial Instrument cannot deliver the Financial Instruments within the time limit specified in the Market Rules, Evli may acquire the Financial Instruments on behalf of the Client or borrow them on its own account by making a lending agreement on the borrowing of the Financial Instruments without giving prior notice to the Client.

The Client shall be liable for any expenses, fees, taxes and any other costs, as well as any damages, incurred from the transactions described above.

#### **4.7. Payment of the transaction price**

The Client shall pay the purchase price of the Financial Instruments, plus Evli's brokerage fee or any other receivable and any tax levied on the transaction, on the Settlement Date of the Order to buy the Financial Instruments. The funds shall be at Evli's disposal by the date of payment specified in the Market Rules, unless otherwise agreed by the parties. The Client shall be liable to pay penalty interest on any delayed amount in accordance with the provisions of the Interest Act in force at any given time.

Evli shall be responsible for ensuring that the funds received for Financial Instruments subject to an Order to sell, less Evli's brokerage fee and any other receivables relating to the Order and any tax levied on the transaction, is paid to the Client on the Settlement Date. Evli shall not be responsible for making the funds available in an outside contra account designated by the Client on the Settlement Date. If Evli deems that it is not possible to pay the transaction price in full, the Client shall accept a partial payment. Payment of the transaction price is subject to fulfillment by the Client of the Client's obligations under the Order. If the payment is delayed due to a reason attributable to Evli, Evli shall be liable to pay penalty interest on the delayed amount in accordance with the provisions of the Interest Act in force at any given time.

#### **4.8. Rescission of a trade and non-execution of an Order**

Once executed, a trade in Financial Instruments may only be rescinded in accordance with the Market Rules. If the rescission is due to a reason attributable to the Client, the Client shall compensate any damage caused to Evli due to the rescission. Evli shall have the right not to execute an Order if the Client placing the Order has materially failed to meet the Client's obligations under the Order, these terms and conditions, any other agreement between the Client and Evli relating to investment services, or the Market Rules, or if Evli has reason to suspect market abuse or any other practice in contravention of laws or regulations, or if Evli has any other justified reason to refuse to execute the Order. The Client shall compensate Evli for any damage incurred.

Evli shall have the right to refrain from executing the transactions required by an Order, or to revoke an Order relating to Financial Instruments, if the sell reservation made in favor of Evli is removed or otherwise becomes ineffective, or if the Financial Instruments are no longer administered by Evli or the Client.

#### **4.9. Right to use the services of another securities broker**

Evli shall have the right, without giving prior notice to the Client, to use the assistance of another Finnish or foreign investment firm or credit institution or branch thereof, or any other equivalent party, when attending to tasks pertaining to Financial Instruments. If Evli uses the services of a third party, and unless otherwise agreed with the latter, the order execution policy of the third party shall be applied when executing the Order.

Where the Client places an Order concerning Financial Instruments traded in a Trading Venue where Evli is not itself a member, Evli will strive to carefully choose the third party used to assist with executing the Order but shall not be liable for the actions of that party. If damage is caused to the Client due to the action taken by the third party, Evli shall undertake the measures deemed reasonable to collect damages from the party that caused the damage. Evli shall pay to the Client the Client's share of any compensation obtained without delay.

#### **4.10. Netting**

If Evli and the Client have opposing payment obligations deriving from same-day purchases and sales, Evli shall be entitled to net the payments between Evli and the Client. Evli shall have the right to convert the receivables into the same currency for the purposes of netting. In the event of the Client's insolvency, Evli shall have the right 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 and Settlement Systems. If the Client is a legal person, Evli shall also have the right pursuant to the Financial Collateral Act to net from the Client the receivables covered by the Client's collateral.

#### **4.11. Custody**

If the Client has not issued Evli specific instructions concerning the place of custody of Financial Instruments while placing an Order, they shall be transferred to the Client's custody account with Evli.

#### **4.12. Changes to services**

Evli reserves the right to discontinue offering online trading services in a given foreign Trading Venue or

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Financial Instrument by giving notice to its Clients no later than thirty (30) days prior to discontinuation of service. The notice may also be filed at a later date if the discontinuation of service is due to reasons beyond Evli's control or if the Client is a professional investor.