

1. SCOPE OF APPLICATION AND DEFINITIONS OF THE TERMS AND CONDITIONS FOR ORDERS

1.1 Purpose and scope of application of the terms and conditions for Orders

These terms and conditions for Orders shall apply to the relationship between a Professional Client trading in Financial Instruments as well as an Eligible Counterparty and Evli Plc ("Evli").

The Client shall accept these terms and conditions as binding on them once they have been notified of the terms and conditions and when issuing an Order or other transactions to be executed and managed by Evli.

Unless the Client announces in writing before issuing an Order that they are a Retail Client, Evli has the right to consider the Client to be a Professional Client or an Eligible Counterparty who is expected to be well aware of the risks of the securities markets and the characteristics of the investment instruments, and Evli has no obligation to examine their product-specific expertise in more detail or provide them with certain product-specific information in connection with trading. The Client accepts and understands that certain provisions of the regulations concerning securities transactions and the provision of investment services that protect Retail Clients are not applied to them, and that the Client is not entitled to receive compensation from the Investors' Compensation Fund.

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 categorized 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.

Group Entity

A Finnish or foreign entity or foundation (a) that exercises control over Evli directly or indirectly, (b) that is directly or indirectly controlled by the same Finnish or foreign entity or foundation as Evli, or (c) that is directly or indirectly controlled by Evli.

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.

LEI Code

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

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.

Clearing Date

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

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.

Authorized Party

A person acting on the basis of a right of representation based on the Client's authorization, the law or their position who has the right to issue Orders to Evli on behalf of the Client that are binding on the Client.

2. SECURITIES BROKERAGE

2.1 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 or e-mail or as otherwise separately agreed with the Client and to make it available in the online services.

The Client shall 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 Orders or other messages received by electronic means.

An Order placed by the Client shall enter into force when Evli has received sufficient information about it and has accepted it as an Order. The Client shall bear the responsibility for an Order reaching Evli.

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

- The name of the Client and the person who placed the Order;
- Information about whether the Order is an Order to buy or sell or execute some other transaction;
- The Financial Instrument and volume;
- The price terms (e.g. limit price);
- The period of validity of the Order; and
- other information necessary for executing and investigating an Order, such as information required by the regulations at the time in question, provided in writing or as otherwise agreed and within the time limits required by the regulations, about how the Financial Instruments or assets subject to the Order are to be allocated to the Order, as well as information about the accounts and custodies to be credited or debited.

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.

2.2 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 until the close of trading on the trading day on which the Order is submitted.

If trading has closed for the day 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 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 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.

2.3 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 or broker 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. When the Client issues an Order, the Client is deemed to have accepted Evli's execution policy for Orders that is valid at the time in question.

The Client shall be responsible for the accuracy of the information concerning the Order and liable for any damage 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 obligated 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.

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 or its Group Entity or the actual executor of the trade cannot serve as the Client's Counterparty in the trade.

Evli shall have the right, without giving prior notice to the Client, to use any external assistance it deems necessary to carry out the tasks mentioned in the Order. In such cases, the Client's information 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 required by Evli. Where necessary, the Client shall provide Evli with the documents required to validate the Client's acquisition. The Client shall compensate for any costs and 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 trade. 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.

2.4 Notification of the execution of an Order

Evli shall notify the Client of an executed Order without delay.

The Client shall have the right to request information about the status of the execution of the Client's Order.

2.5 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.

The rules of the Trading Venue provide for the use of Financial Instruments as collateral and other measures to secure settlement.

2.6 Evli's right to acquire a Financial Instrument on behalf of the seller

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.

2.7 Fees, charges and expenses

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 and the expenses related to the processing of the Order. In addition, the Client shall pay any taxes and other fees under public law and other fees, expenses and costs charged by third parties to Evli or the Client directly.

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.

2.8 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, unless otherwise agreed with the Client. The funds shall be at Evli's disposal by the date of payment specified in the Market Rules, unless otherwise agreed with the Client. The Client shall be liable to pay penalty interest on any delayed amount in accordance with the provisions of the Interest Act.

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 related to 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.

2.9 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 party placing the Order has materially failed to meet the party'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 because of this.

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.

3. OTHER TERMS AND CONDITIONS OF INVESTMENT SERVICES

3.1 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.

3.2 Right of retention of Financial Instruments

Evli shall have the right of retention over Financial Instruments acquired on behalf of the Client as collateral for unpaid Order fees, domestic tax or any foreign tax, its own fees, other payments or expenses incurred by Evli, any damage incurred by Evli or penalty interest in accordance with the Interest Act. 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.

3.3 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. If the Client is a legal person, Evli shall also have the right to net those receivables from the Client that the Client's collateral concerns.

3.4 Currency exchange and currency risk

Unless otherwise agreed with the Client, Evli shall have the right to make the currency transactions 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.

3.5 Reporting, objections and duty to declare

Evli shall report to the Client on executed Orders in the agreed manner and at the agreed intervals. The Client shall review the notifications and reports received.

The Client shall inform Evli of any error immediately after being informed about a matter. Unless otherwise proved, the Client shall be deemed to have been informed on the same day as a notification concerning a measure was sent. If the transaction does not take place, the time limit for the notification made to the Client shall be calculated from the end of the validity of the Order.

The Client shall be deemed to have accepted the actions of Evli, unless the Client, immediately after being notified of the actions of Evli, notifies Evli that they do not accept its actions.

Evli shall be deemed to have accepted the actions of the Client, unless Evli, without undue delay after being notified of the actions of the Client, notifies the Client that it does not accept its actions.

If no objection is made within the time limits described above, Evli and the Client shall be deemed to have approved each other's actions.

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.

Evli shall have no obligation to inform the Client of any class action concerning a Financial Instrument that has been or is subject to an Order, even if Evli becomes aware of such class action.

Should the Client wish to waive the Client's right to receive notifications under these terms and conditions for Orders, the Client shall forfeit the Client's right to invoke non-receipt of such information.

3.6 Recording of conversations and messages

Evli shall have the right 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 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.

3.7 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 information regarding the Client in accordance with legislation in force at any given time and, upon demand, to the Trading Venue in accordance with the relevant market rules.

3.8 Advance information under the Act on Investment Services

Under the Act on Investment Services, Evli may be required to provide the Client with information about, for example, Financial Instruments and the related risks, prevention of conflicts of interest, the safekeeping of client assets, incentives and the processing of customer feedback.

Such information shall be made available on Evli's website at evli.com or as otherwise agreed with the Client.

3.9 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 the provision of investment advice. Consequently, the investment advice provided by Evli is defined as non-independent under regulations. The types of Financial Instruments subject to advice, as well as the selection of Financial Instruments and service providers analyzed by type, can be more limited 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. On the basis of such contractual or other close relationships, Evli may accept sales commissions from third parties or an organization belonging to the same group, for example. The purpose of any such payments received is to improve the quality of the services provided for Clients. We will ensure the suitability of recommendations for clients before making investment decisions.

When providing investment advice, Evli shall ensure that the recommendations are suitable for the Client before making an investment decision. 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 the provision of investment advice, the Client shall undertake to provide Evli with sufficient information to enable Evli to recommend Financial Instruments and services suitable for the Client. In accordance with the legislation, Evli may assume that the Client has the necessary experience and knowledge, and that the Client is able to bear investment risks in line with the Client's investment objectives.

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 does not provide regular assessments of the recommendations, unless otherwise agreed with the Client.

Evli does not provide investment advice for Eligible Counterparties.

3.10 Client information

When establishing a client relationship, the Client shall provide Evli with the Client-specific and contact information requested from the Client at the time in question, along with the relevant documents and the suitability and appropriateness assessment information. The Client shall be obliged to notify Evli in writing or electronically, without undue delay, of any changes in the identification data and contact information provided, any other Client information and the information concerning the suitability assessment, or of any changes in circumstances affecting the client relationship, such as the expiry of power of representation, or any other corresponding matter. The duty to inform also concerns changes occurring in the position of the Client which can affect the client classification. Evli shall not be liable for any damage due to the Client's failure to notify Evli of changes to the information mentioned above. 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 collect and store personal data in its information systems in compliance with the Personal Data Act and the legislation on credit institutions. The description of the file on personal data processing is available at Evli's offices and on its website. The Client shall have the right to access the data stored on oneself upon specific written request.

3.11 Client's representative/Contact person

A contact or other person 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 person or of the replacement of a 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 have the right, on the responsibility of the Client, to comply with orders and instructions given by a party other than the contact person 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.

4. LIABILITIES OF EVLI AND THE CLIENT

4.1 Evli's liability in the event of loss of the Client's assets

If Evli holds the Client's Financial Instruments or assets, and such Financial Instruments or assets are lost or destroyed due to a reason attributable to Evli, Evli shall notify the Client of this and replace them with corresponding Financial Instruments or assets. If it is impossible or unreasonably difficult or expensive to acquire corresponding Financial Instruments or assets, Evli shall compensate for the Financial Instruments or other assets at their fair value. Any other compensation may also be agreed with the Client. If Evli has compensated the Client for lost Financial Instruments or other 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.

4.2 Liability of the Client in a breach of terms and conditions

The Client is responsible for compensating Evli for damage arising from the fact that the Client does not meet its obligations according to these terms and conditions. Such damage may include, for example, additional expenses and work due to the breach of terms and conditions, as well as expenses arising from changes in the prices of Financial Instruments.

4.3 Limitation of liability

Evli or the Client shall not 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 or which are difficult for Evli to predict.

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. If the Client incurs damage as a result of the operations of the Trading Venue or a third party, Evli may take reasonable measures to collect compensation from the third party or the Trading Venue to the extent permitted by the rules of the Trading Venue. Evli shall pay to the Client the Client's share of any compensation obtained without delay.

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

4.4 Client's liability

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.

The Client shall compensate Evli and persons in its employment for any damage caused in consequence of Evli providing the Client with services under these terms and conditions.

The Client shall ensure that they have all the necessary licenses and authorizations for the operations referred to in these terms and conditions, and that they comply with the provisions, terms and conditions of the licenses and authorizations. The Client shall also ensure that they comply with the laws and decrees and the regulations issued thereunder, as well as with good market practice.

4.5 Force majeure

Evli or the Client shall not be liable for any damage caused by force majeure.

“Force majeure” shall mean a circumstance that prevents Evli or the Client from fulfilling its obligations, is unforeseeable and beyond the control of Evli or the Client and has a causal relationship with the non-fulfillment of an obligation. The force majeure may include a disruption in electricity distribution, telecommunications or information systems, fire, natural disaster, earthquake, war, revolt, or strike, lockout or another form of industrial action.

Evli and the Client shall inform the other party of a force majeure as soon as possible. Evli and the Client shall undertake to restrict the damage caused to the other party as far as possible.

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 executing Orders and placed in custody.

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 in using its services or products, exercising due diligence in accordance with the Act on Preventing Money Laundering and Terrorist Financing and other regulations concerning market abuse and money laundering.

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 transaction, their use for the financing of terrorism or market abuse, Evli shall be obligated 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 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 Evli shall immediately report the matter 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.

5. AMENDMENT OF THE TERMS AND CONDITIONS FOR ORDERS, TERMINATION AND TRANSFER OF THE CLIENT RELATIONSHIP

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 Evli and the Client or the terms and conditions related to products or services.

5.2 Amendment of the terms and conditions for orders

Evli shall have the right to unilaterally amend these terms and conditions for Orders, agreements regarding products and services, and other terms and conditions, fees and service price lists. Evli may further be obligated to amend the terms and conditions due to applicable regulations or official decisions. Evli shall have the right to notify the Client of any changes to the terms and conditions and the service price list and to deliver them by making them temporarily available on its website or in its online services. 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 in accordance with these terms and conditions.

In the event that the Client does not accept an amendment, the Client shall have the right to terminate the terms and conditions by giving Evli notice thereof no later than two (2) weeks before the amendment enters 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 terms and conditions, Evli shall have the right to terminate the terms and conditions as of the date on which the amendment would have entered into force.

5.3 Termination and rescission of the agreement

The Client shall have the right to terminate the client relationship under these terms and conditions five (5) days after the date on which 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.

Evli and the Client shall have the right to cancel the client relationship with immediate effect, if the other party

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

Unless otherwise agreed upon with the Client, Evli shall have the right to cancel Orders that have not been executed but which were placed before the termination or cancellation of the client relationship. Orders to buy or sell Financial Instruments whose execution has been started shall be completed.

Evli shall submit any assets of the Client in its possession to the Client, provided that the Client has first paid to Evli all receivables owed by the Client to 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 possession. Evli shall sell the assets, if possible, through a Trading Venue and no earlier than 30 days from the date on which Evli notified the Client of the obligation to inform Evli where to transfer the assets. 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 securities 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.

If it becomes apparent upon termination of the client 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 payments, the Client shall undertake to settle these to Evli immediately upon request.

5.4 Assignment of the terms and conditions

The terms and conditions shall be binding on Evli and the Client and their statutory successors. The Client is not entitled to assign its rights and obligations under the terms and conditions to a third party without consent from Evli. Evli may, however, assign either all or some of its obligations pursuant to these terms and conditions or agreements to a third party without the Client's consent.

6. OTHER TERMS AND CONDITIONS

6.1 Settlement of disputes and applicable law

Any disputes arising from these terms and conditions and agreements between Evli and the Client shall be settled in arbitration by one arbitrator in Helsinki. Should Evli and the Client fail to reach consensus on an arbitrator, one shall be appointed by the Finland Chamber of Commerce. The arbitration procedure provided for in the Act on Arbitration shall be applied.

The Client shall submit any objections to these terms and conditions to Evli in writing.

To the extent that these terms and conditions contain references to applicable laws, the provisions in force at any given time shall apply. These terms and conditions and other relationships between Evli and the Client are governed by the laws of Finland, excluding any international private-law provisions therein on the choice of law.

6.2 Conflicting provisions

The Market Rules and instructions shall take precedence between Evli and the Client in cases which are not referred to in these terms and conditions for Orders. If these terms and conditions for Orders conflict with other terms and conditions applicable to the relationship between Evli and the Client, the other terms and conditions shall take precedence.

If these terms and conditions conflict with the Market Rules, the order of precedence shall be the law, followed by the provisions deriving from the law, followed by other Market Rules.

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

6.3 Evli's contact information and supervisory authority

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