

# TERMS AND CONDITIONS OF SECURITIES CUSTODY

## 1. Scope of terms and conditions

These terms and conditions establish the terms and conditions of the securities custody arrangements between the Client and Evli Bank.

Evli Bank agrees to hold in custody and manage the Client's Financial Instruments and other assets left in its securities custody in accordance with the terms and conditions set out below. In addition to these terms and conditions, the agreement relationship shall be subject to Evli Bank's General Terms and Conditions of the Client Relationship, the applicable legislation on securities and book entries, and to market regulations in the form of the codes of practice, instructions and regulations of the marketplaces and clearing houses, and the prevailing trading practices in each marketplace.

If any actions in accordance with these Terms and Conditions take place outside Finland, the legislation and other market regulations of the country in question shall apply with respect to these actions.

If these terms and conditions diverge from Finnish or foreign legislation, from governmental regulations issued on the basis of legislation or from other binding market regulations, the provisions or regulations in question shall take precedence.

## 2. Custody services

### 2.1 Finnish and Swedish securities and book entries

The Client's physical Finnish and Swedish securities shall be held in custody safely and separately from Evli Bank's own securities. 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 which Evli Bank maintains as an account operator in the book-entry system of Euroclear Finland Ltd, unless otherwise agreed with the Client.

The Client's book entry securities in the Swedish book-entry system shall be held on behalf of clients in joint accounts in a book-entry register maintained by Evli Bank as an account operator in the book entry system of Euroclear Sweden AB.

### 2.2 Foreign securities and book entries

The Client's foreign physical securities and book entries may be deposited with a Finnish or foreign custodian (subcustodian) designated by Evli Bank. Foreign securities cannot generally be registered outside Finland in the name of the Client.

The Client shall accept that foreign securities are registered in an account under the name of Evli Bank or a subcustodian and that the securities are registered in an asset management account which can include the securities of other clients. A record of the Client's holdings shall be kept in Evli Bank's custodial accounting system and the holdings shall be classified as the Client's assets in Evli Bank's accounting. Due to international practice, Evli Bank cannot provide set-off protection for the Client's assets with respect to the Client's foreign cash accounts and custodial deposits.

The Client shall accept that Evli Bank has the right to surrender information about the Client to a subcustodian if local legislation, market regulations or other regulations require this.

Foreign currency-denominated yields and capital returns on Financial Instruments shall be paid into the Client Account in euros, unless otherwise separately agreed with the Client. If the Client has a foreign currency account in that currency, the returns and capital returns may also be paid in the account in that foreign currency.

Evli Bank and/or the subcustodian shall withhold the taxes or payments on returns or capital returns paid to the Client in accordance with legislation or market practices in force at any particular time in Finland or in a foreign country. Evli Bank shall submit to the Client any information it receives from its subcustodian concerning a corporate action that requires action from the Client. If the Client does not, within the time frame specified in the notification, issue Evli Bank with the required operating instructions, Evli Bank shall have the right to accept the actions proposed by the subcustodian or one of these. The Client also accepts that local market practices can lead to

the Client not having the possibility of providing clientspecific instructions. Individual shareholders cannot usually participate in foreign companies' annual general meetings.

If participation can be arranged, Evli Bank shall have the right to charge the expenses incurred in the Client's participation in the meeting and separately agreed payments and fees from the Client Account connected to the custody.

The ownership, exchange and custody of foreign securities may involve political, economic, legal, taxational and other risks which cannot be foreseen, which differ from those associated with investment in Finnish securities and for which the liability will be borne solely by the Client. Evli Bank will be liable only for the careful selection of the subcustodians it uses.

In so far as the Client's Financial Instruments are held in custody by a Finnish or foreign credit institution or investment firm designated by Evli Bank and acting as Evli Bank's subcustodian, Evli Bank shall only be responsible for the careful selection and monitoring of such subcustodians. Evli Bank shall not be liable for any damage caused by the insolvency or bankruptcy of national securities depositories, marketplaces, clearing systems, or subcustodians, or for any damage caused by malfunctions in their systems.

### **3. Management of Financial Instruments**

Evli Bank will look after the following services included in the management of securities and book-entries left in custody:

- Payment of dividends, profit shares and capital returns related to Financial Instruments, the redemption of interest and principal repayments and other payment of returns.

- The sending of corporate action inquiries concerning shares in the book-entry account and securities custody to the Client, if an action requires the Client's approval. Actions related to corporate actions are handled as instructed by the Client. If the Client does not give the above-mentioned approval, Evli Bank shall have the right to act in what it deems to be the best possible way for the Client. In certain situations, Evli Bank may include in its corporate event inquiry information on the measures it will

undertake if the Client does not reply to the inquiry within the time frame specified therein. The Client is responsible for familiarizing him/herself with information related to the corporate action, such as listing prospectuses and public tender offers. Evli Bank shall not send corporate action inquiries with respect to securities left in a book-entry account or securities custody after the record date for the corporate action.

- Subscription for, conversion of and other possible measures related to Financial Instruments as ordered and instructed by the Client.

- Registration of shares at the request of the Client The above-mentioned transactions shall be performed only on condition that the event has been notified in sufficient time to Evli Bank either by Euroclear Finland Ltd or otherwise in writing.

Evli Bank has no obligation to inform the Client of a share issue with respect to subscription rights obtained by the Client during the subscription period. The Client must provide the notification in writing or in other verifiable manner if he/she wants to sell the subscription rights or use these for subscribing shares.

Evli Bank shall take care of only the custody of those securities that are not in the book-entry securities system. Management measures on these securities shall only be carried out on the basis of a written or other verifiable request separately issued by the Client, provided that Evli Bank has been informed of the measure in sufficient time. Evli Bank shall not be obliged to engage in other Financial Instrument management actions than those defined in these terms and conditions unless otherwise agreed with the Client.

Evli Bank has no obligation to inform the Client of any class action/lawsuit concerning a Financial Instrument that has been or is in securities custody, even if Evli Bank becomes aware of such class action.

### **4. Acceptance of Financial Instruments into securities custody**

Evli Bank shall provide a receipt for all physical securities taken into custody and shall reserve up to five (5) banking days for their inspection.

During this period, Evli Bank shall not commit to undertaking any actions called for by these Terms and Conditions.

Evli Bank shall not be liable for any damage possibly arising from e.g. deadlines which may pass during this time. If the Client wishes to notify Evli Bank of the cost of the securities, the Client shall be obliged to provide proof of cost, in the form of receipts, when transferring the securities into custody. The Client shall be responsible for the accuracy of the stated cost. Evli Bank shall not be obliged to return to the Client the exact securities that the Client has deposited but only the same number of securities of the same designation.

### **5. Client Account**

All of the Client's custodial deposits shall be connected to a bank account, unless otherwise agreed with the Client.

Any monetary funds received by Evli Bank on the Client's behalf shall be entered in the Client Account, unless otherwise agreed. If this bank account, the existence of which is a prerequisite for these custody services, is closed during the custody period, the Client shall be obliged to open a new bank account for the execution of all actions referred to in these terms and conditions.

### **6. Rights and obligations**

Evli Bank shall have the right, but not the obligation, to take any measures necessary to preserve and protect assets. As a securities custodian, Evli Bank shall have the right to make assignment notations on securities, to hand over securities, and to 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 Bank shall have the right to take all legal or operational actions required by any marketplace.

### **7. Client's liability**

The Client shall be responsible for making sufficient funds available to Evli Bank for execution of the actions referred to in these Terms and Conditions. Evli Bank shall be relieved of its obligation to take actions concerning securities if the Client lacks sufficient funds and fails to provide Evli Bank with the necessary funds immediately upon request. The Client shall be obliged to submit to Evli Bank all the information necessary for execution of the

measures mentioned in these terms and conditions upon request by Evli Bank within the specified time.

### **8. Reporting**

A report on securities and book entries in custody and other notifications regarding custody shall be made available electronically in Evli Bank's electronic service, where they shall be deemed to have been received seven days after they were made available.

For Clients that do not have access to Evli Bank's electronic services, a report on the management of the Client's securities and book entries in custody and on the Client Account shall be sent each year to the address provided by the Client, unless otherwise agreed. If the retail Client's custody includes leveraged financial instruments or the safe custody is subject to business transactions related to contingent debt, Evli Bank shall provide specific reporting on these instruments to the customer when the initial value of each instrument depreciates by 10 % and thereafter at multiples of 10 %.

Reporting shall take place no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

### **9. Evli Bank's right of pledge**

The assets left in the Client's securities custody and bookentry account and the funds in the Client Account shall serve as collateral for all of Evli Bank's fee and cost receivables related to securities custody and book-entry accounts and to the securities and book entries in the securities custody and book-entry accounts, as well as fee and cost receivables and their interest on arrears arising from trading, clearing, settlement and other requested transactions.

In order to secure its receivables, Evli Bank shall have the right to register a pledge in the Client's securities custody and bookentry account, as well as in the Client Account, and to enter a transfer prohibition in the book-entry account.

As collateral for the fulfillment of obligations related to securities trades given for settlement, Evli Bank shall have a right of pledge to a book entry that is entered in a consignment account pursuant to the Act on Book-Entry Accounts as

a result of a transaction. What is stated here about book entries shall be applied correspondingly to sold or purchased securities that are handed over to a foreign subcustodian, clearing house or clearing party for the purpose of clearing a securities transaction.

This pledge shall also be given to secure the possible 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 instruments become due, Evli Bank or its designee shall have the right to withdraw such sums, with interest, and to deposit them in the Client Account on behalf of the Client.

#### **10. Liquidation of pledged assets**

If the Client fails to perform any obligations to Evli Bank, and there are assets in the Client's custody account or Client Account, Evli Bank shall have the right, 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 in some other way liquidate the pledged assets to cover its receivables through a regulated market or a multilateral trading, public auction, or in some other appropriate manner that protects the interests of the parties within 30 days of delivering to the Client written notice stating that Evli Bank's receivable is due and payable. Evli Bank shall primarily collect its receivables from cash assets in the Client's Client Account.

Evli Bank's receivables from the Client shall be collected by setting them off against Evli Bank's obligations to the Client.

#### **11. Assignment of securities by the Client**

If the Client assigns securities to a third party, the assignment shall not become binding on Evli Bank until Evli Bank has been notified of the assignment. If the Client wants to have physical securities withdrawn from custody and assigned to a third party, Evli Bank shall deliver such securities to the address designated by the Client within a reasonable time. Evli Bank shall charge the Client for the cost of transporting and insuring the securities. The Client shall also be

responsible for any costs related to transfer of bookentry securities at the Client's request.

#### **12. Liability for entries**

Evli Bank shall make sure that receipts, rights and restrictions are entered in the Client's book-entry account as instructed by the Client in his/her order submitted to Evli Bank.

The Client shall be responsible for providing accurate documentation for the determination of the legal basis of any entry request. The Client shall remedy any possible defects in such documentation.

The Client shall be liable for any costs and damage stemming 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 this liability, the Client must show the absence of intent or negligence.

#### **13. Entry fund**

If Evli Bank as an account custodian is unable to cover its liability for damage, the injured party shall be entitled to compensation from an entry fund in accordance with its regulations.

#### **14. Nominee registration**

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

Only property rights may be used on the basis of a nominee registered holding. Nominee-registered shares do not give their owners governance rights, such as the right to attend shareholders' meetings and the rights to be heard and vote at these meetings. If the owner of nominee-registered book-entry securities wants to exercise the governance rights to which the book-entry securities entitle him/her, the owner must be registered in the temporary shareholders' register maintained by Euroclear Finland Oy.

#### **15. Origin of assets**

The Client shall provide assurance that there are no suspicious or criminal aspects concerning the actual nature or origin of funds used by him/her for covering an order or given into a book-entry account, Client Account and custody, and that no concealment or elimination of the actual nature, origin or location or disposals or rights of said assets is in question. If Evli Bank has reason to

suspect the origin of the funds on the basis of the information provided to it or information it has received otherwise, Evli Bank shall be entitled to discontinue the transaction in question immediately and to notify the competent authority, and to provide the authority in question with all the information and documents that may be relevant in investigating the suspicion.

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

The transfer of a book-entry account to another account custodian shall be considered as termination of the book-entry account by the Client. If the Client has no book-entry accounts at Evli Bank after this, Evli Bank has a right to consider the transfer as termination of these Terms and Conditions by the Client.

Evli Bank shall have the right, but not the obligation, to execute open orders upon receipt of a notice concerning transfer of a book-entry account. Evli Bank shall provide copies of the documents on which the valid entries have been based to the account operator receiving the book-entry account. Transfer of a book-entry account is not possible if a prohibition on transferring the account has been registered in it. Nor is a transfer of a book-entry account

possible in the special situations mentioned in the regulations of Euroclear Finland Ltd.

#### **17. Third-Party Right to Make Entries or Monitor the Client's Book-Entry Account**

Evli Bank shall make entries in the Client's book-entry account covered by these Terms and Conditions. These Terms and Conditions does not entitle the Client to give another account custodian or its agent the right to make entries in the Client's book-entry account or to monitor the account.

A separate written agreement shall always be needed for granting these rights to third parties. A restriction on such third-party rights can be recorded in the Client's book-entry account.

#### **18. Termination and cancellation of the Terms and Conditions**

Evli Bank's General Terms and Conditions of the Client Relationship shall be applied to the termination and cancellation of these securities custody arrangements.

Evli Bank shall have the right to terminate the Client's custody without separate notice of termination if the custody account has not contained securities or other assets during the previous year.