

TERMS OF BUSINESS FOR PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES

I SCOPE OF TERMS OF BUSINESS, AND DEFINITIONS

1. Purpose and scope of Terms of Business

These Terms of Business shall be applied to the client relationship on the provision of investment services between a Professional Client or Eligible Counterparty engaged in securities trading on a professional basis and Evli Bank.

The Client shall approve these terms and conditions as binding on him/herself after being informed of these terms and upon issuing an order or orders to be executed by Evli Bank.

Unless the Client, prior to issuing an order, notifies in writing that he/she is a non-Professional Client, Evli Bank shall have the right to deem the Client as a Professional Client or Eligible Counterparty. Professional Client and Eligible Counterparty are assumed to be familiar with the risks of the securities markets and the characteristics of investment instruments and Evli Bank does not have an obligation to assess the Client's product specific knowledge or provide the Client certain product specific information. Certain provisions of the legislation on securities trading and the offering of investment services to nonprofessional clients are not applied to the Client. In accordance with the Act on Investment Firms, the Client is not governed by the provisions on the Investor Compensation Fund and a Professional Client is thus not subject to the Investor Compensation Fund cover.

Under the legislation, Evli Bank does not need to comply with all the provisions for client protection included in the law, such as the marketing of services, the content of the Agreement on Investment Services, information acquired concerning the Client, the duty of a securities dealer to notify, the execution of Orders with due diligence or regulations concerning the handling of Orders, in offering its services to an Eligible Counterparty.

2. Definitions

Security

A security in the form of a certificate or book entry, or a derivatives contract, referred to in the Securities Markets Act.

Client

A Professional Client or Eligible Counterparty, as referred to in the Act on Investment Services. precondition for being professional is, among other things, that the Client's investment activity is clearly professional in terms of its scope, regularity and organization.

Group Company

A Finnish or foreign entity or foundation which (a) has direct or indirect Control over Evli Bank, or (b) is directly or indirectly under the Control of the same Finnish or foreign entity or foundation as Evli Bank, or (c) is directly or indirectly under the Control of Evli Bank. "Control" means the control defined in the Companies Act regardless of whether the entity is a Finnish limited liability company or other domestic or foreign entity or foundation.

A Group Company also refers to the pension foundations or pension funds of the said entities or foundations.

Marketplace

Regulated market, multilateral or organized trading facility referred to in the legislation, an options entity referred to in the Act on Trading in Financial Instruments, corresponding trading in another jurisdiction than Finland, or a Finnish or foreign clearing entity.

Market Regulations

Decisions as well as orders and instructions of the authorities issued under valid legislation as well as the regulations, instructions and orders of each Marketplace, the self-regulation of the markets and the trading practices applied at any given time.

Financial Instrument

A Security included in the Investment Service or other Financial Instrument referred to in Act on Investment Services., In these terms and conditions, a Financial Instrument also refers to other transferable right or commitment.

Clearing Date

The date of clearing of a trade involving a Financial Instrument.

Order

A Client order, binding on the Client and given to Evli Bank, to buy or sell Financial Instruments, or to execute other acts relating to the Financial Instruments.

Authorised Person

A person acting on the basis of an authorisation by the Client, or of an Act or of a right of representation due to his/her position, who is entitled, on behalf of the Client, to submit to Evli Bank Orders binding on the Client.

II TRADING

1. Placing an Order and entry into force

The Client may place a buy or sell Order concerning a Financial Instrument orally, in writing (fax or email), by electronic means or in another way separately agreed upon with the Client.

Evli Bank shall have the right to send written information concerning an Order to the Client by letter, fax, email or in another way separately agreed upon with the Client. The Client accepts that the use of a fax or email as a communications device involves certain risks, because, among other things, the message may not reach its destination, the message may come to the knowledge of a third party, or a third party may alter the contents of the message. Evli Bank shall have the right to trust the authenticity and validity of an Order it has received by fax or email, or by electronic means.

An Order shall enter into force when Evli Bank has received sufficient information about it and has accepted it as an Order. The Client shall bear the responsibility for an Order reaching Evli Bank. When using email or fax, the contents and time of arrival of an Order sent shall be verified from the information system or fax machine of Evli Bank. Evli Bank is entitled not to execute an Order with insufficient information.

The Client is aware of the fact that, unless the Client issues instructions to the contrary, Evli Bank may have the obligation under the legislation to disclose the Client's Order concerning shares if the Order cannot be immediately executed at the limit price defined

by the Client or at a better price. If the Client's price condition included in the Order differs materially from the prevailing market price of the share subject to the Order, the Client shall understand and accept that Evli Bank might not disclose this kind of order.

2. Validity of an Order

An Order shall be valid for a fixed period. If no period of validity has been specified in the Order, it shall be valid for the duration of trading hours of the day on which the Order is submitted.

If, upon receipt of an Order, trading has terminated on the Marketplace, the Order shall be valid for the following trading day. The Order shall automatically lapse if the trading system of the Marketplace removes an Order that has already been entered in the trading system for the reason, for example, that the share is being traded ex-dividend or ex-subscription right, the share is being split, a share issue is taking place, the share classes or shares are being combined, or a merger or demerger is taking place.

An Order concerning a bond shall not lapse when a subordinated Financial Instrument is being traded ex-interest. The Client shall have the right to amend or cancel an Order before the making of a binding offer leading to a trade or before the execution of a trade. The amendment or cancellation shall enter into force when Evli Bank receives it and the amendment or cancellation is recorded in the trading system of the Marketplace. An increase or decrease in the volume of the subject of the Order and a change of the price condition shall be deemed as a cancellation of the Order and the placing of a new Order. An amendment to an Order may affect its priority.

If Evli Bank has already taken action to execute the Order, the Order may be cancelled only if the Client reimburses Evli Bank for any expenses and damage caused to Evli Bank by the cancellation. An Order cannot be amended or cancelled to the extent that it has been executed.

3. Execution of an Order

After receiving an Order, Evli Bank shall execute it carefully and in the best interests of the Client. Evli Bank shall execute the Order in accordance with Evli Bank's order execution policy, valid at any given time, unless the Client issues specific instructions differing from the order execution policy. When the Client gives an Order, the

Client shall be deemed as having accepted Evli Bank's order execution policy valid at any given time.

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 Bank or at some other time. The Client shall be obliged to co-operate in the execution of the Order. If no price limit has been set in the Order, Evli Bank shall have the right to execute the Order at the prevailing market price.

Information on the order execution policy is available at Evli Bank's website www.evli.com on Client Information- page or Evli Bank on paper. Evli Bank shall have the right to execute the Order in parts, unless otherwise agreed upon. Evli Bank shall have the right to combine the Client's Order with another client's order or with its own Order in accordance with the legislation and the Market Regulations, unless otherwise agreed upon with the Client. Evli Bank, its Group company or the real executor of the trade may be the counterparty of the Client's transaction. If the Client issues a special instruction that diverges from the order execution policy valid in Evli Bank at any given time, this may, concerning certain orders and with respect to the factors included in the instruction, prevent Evli Bank from executing such actions in accordance with the order execution policy, whose goal is to achieve the best possible results for the Client.

Financial Instruments subject to an Order to sell shall be delivered or made available to Evli Bank in connection with the placement of the Order in accordance with the Market Regulations, or at another time required by Evli Bank. Where necessary, the Client shall provide Evli Bank with the documents required to validate his/her acquisition. The Client shall reimburse any damage caused to Evli Bank due to a delay in the delivery of the Financial Instruments. Evli Bank shall have the right to verify that the Client is in possession of the Financial Instruments for which he/she 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 a sufficient balance, and otherwise to verify the availability of the Financial Instruments and to reserve the Financial Instruments for the execution and clearing of the transaction.

Evli Bank shall also have the right to verify that the Client is able to pay the trading price of the Financial Instruments. In the case of an Order to buy, Evli Bank shall have the right to require a down payment, or partial or full payment in advance. Evli Bank shall have the right, on the basis of the Order and an executed trade, to take action to clear the trade in order to secure the right of retention of Evli Bank in accordance with this Agreement and any right of lien of the Marketplace and to take any other corresponding action. Evli Bank shall not have the right to disclose to the Client the name of a customer acting as the other party to a trade.

4. Notification of the execution of an Order

Evli Bank shall notify the Client of an executed Order. The notification shall be made by a notice sent no later than on the trading day following the date of execution of the Order, unless otherwise agreed upon with the Client. With regard to trades executed abroad, Evli Bank shall notify the Client of a trade after Evli Bank has itself been informed of it. The Client has the right to request information about the status of his order.

5. Delivery of Financial Instruments and collateral

Evli Bank shall attend to and ensure that the Financial Instruments acquired on behalf of the Client can be delivered to the Client on the Clearing Date of an Order to buy in accordance with the Market Regulations, unless otherwise agreed upon. If all the Financial Instruments cannot be delivered at that time, the Client shall accept a partial delivery.

If the Financial Instruments subject to an Order to sell are not available to Evli Bank in accordance with the Market Regulations, the Client shall be liable to Evli Bank for any damage possibly caused by this. Provisions on the use of Financial Instruments as collateral and on other actions securing the clearing are issued in the by-laws of the clearing house.

6. Evli Bank's right to acquire a Financial Instrument on behalf of a seller

If it is evident that a Client who has sold a Financial Instrument cannot fulfil the delivery requirement of the Financial Instruments subject to the trade within the time limit specified in the by-laws of the clearing house, Evli Bank shall

have the right to borrow the Financial Instruments on behalf of the Client or on its own account in order to fulfil the delivery requirement by making, on its own initiative and without notifying the Client thereof in advance, a lending agreement on the borrowing of the Financial Instruments.

Evli Bank shall have the right to take all actions required to implement the lending agreement. In the situation described above, Evli Bank may otherwise acquire the Financial Instruments on behalf of the Client or on its own account without notifying the Client thereof in advance. The Client shall be liable for all expenses incurred by the actions referred to in this section, including fees, taxes and other expenses, and any damages.

7. Fees and charges

Evli Bank shall charge the fees or charges for its actions in accordance with the price list valid at any given time or as separately agreed upon with the Client, as well as the costs related to the execution of the Order. The Client is responsible for any taxes and possible other cost and charges charged by third parties. If the price of an individual action has not been determined in the price list or if no separate agreement thereon has been concluded, Evli Bank shall be entitled to charge the costs of the action together with a reasonable fee.

8. Payment of the transaction price

The Client shall pay the transaction price of the Financial Instruments, plus Evli Bank's receivable and any tax levied on the transaction, on the Clearing Date of the Order to buy the Financial Instruments. The payment shall be at Evli Bank's disposal by the time of payment specified in the Market Regulations, unless otherwise agreed upon by the parties.

The Client shall be liable to pay interest on arrears for any delayed amount in accordance with the provisions of the Interest Act. Evli Bank shall be responsible for ensuring that the transaction price received for Financial Instruments subject to an Order to sell, less Evli Bank's receivables relating to the Order as well as any tax levied on the transaction, is paid to the Client on the Clearing Date of the Order to sell the Financial Instruments. If it is not possible to pay the transaction price in full, the Client shall accept a partial payment.

A precondition for the payment of the transaction price is that the Client has fulfilled his/her obligations under the Order. If the payment is delayed due to a reason attributable to Evli Bank, Evli Bank shall be liable to pay interest on arrears on the delayed amount in accordance with the provisions of the Interest Act.

9. Cancellation of a trade and non-execution of an Order

A trade may be cancelled only in accordance with the Market Regulations. If the cancellation is due to a reason attributable to the Client, the Client shall reimburse any damage caused to Evli Bank due to the cancellation. Evli Bank shall have the right not to execute an Order if the party placing the Order has materially failed to meet his/her obligations with respect to the Order, these terms and conditions, an agreement between the Client and Evli Bank relating to another investment service, or the Market Regulations, or if Evli Bank has reason to suspect abuse of insider information or manipulation of the price of a Security, or other procedure contrary to the law or the regulations.

The Client shall reimburse Evli Bank for any damage incurred. Evli Bank shall have the right to refrain from executing the measures required by an Order, or to cancel an Order relating to the Financial Instruments, if the sales reservation made in favor of Evli Bank is removed or otherwise becomes invalid or if the Financial Instruments are no longer managed by Evli Bank or the Client.

III OTHER TERMS AND CONDITIONS OF THE INVESTMENT SERVICE

1. Right to use the services of another Securities Dealer

Evli Bank shall have the right, without notifying the Client in advance, to use the assistance of another Finnish or foreign investment firm or credit institution or its branch when attending to tasks pertaining to the Financial Instruments. If Evli Bank uses the services of another securities dealer and unless otherwise is agreed with the other securities dealer, the order execution policy of the other securities dealer will be applied in executing the Order.

If the Client wants to place an Order in a Marketplace where Evli Bank is not itself a member, Evli Bank will strive to carefully choose the investment firm or credit institution it uses, but will not be responsible for the actions of the said investment firm or credit institution. If damage is caused to the Client due to the operations of the foreign securities dealer, Evli Bank shall undertake the measures deemed reasonable to collect damages from the party that has caused the damage.

Evli Bank shall, without delay, pay to the Client his/her share of any compensation obtained.

2. Right of retention of Financial Instruments

Evli Bank shall have the right of retention concerning Financial Instruments acquired on behalf of the Client as collateral for unpaid order fees, any asset transfer tax or any foreign tax payable on investment service orders, its own fees and commissions, other expenses or payments caused to Evli Bank due to an Order, interest on arrears in accordance with the Interest Act, or other damage caused to Evli Bank.

If the Client fails to pay a matured receivable to Evli Bank, Evli Bank shall be entitled to sell the Financial Instruments, without further hearing the Client, in the manner it considers best, and, where possible, in public trading. The transaction price so acquired and any matured returns shall be used to pay the matured receivable and any damages and expenses caused to Evli Bank. If any funds remain thereafter, they shall be paid to the Client.

3. Derivatives contracts

Evli Bank shall have the right, without hearing the Client, immediately to close the Client's derivatives account position in full or in part, if the Client makes a claim concerning his/her derivatives account position, if the Client fails to fulfil a payment obligation relating to a derivatives transaction, if the Client does not provide the requested collateral or additional collateral within the prescribed period, or if the receivables from the Client have matured or their payment to Evli Bank has been neglected, or if Evli Bank's risk relating to the Client has grown significantly, or if Evli Bank has justified reason to assume that the Client will neglect his/her collateral obligations or otherwise act contrary to this Agreement or the Market Regulations.

In this case, Evli Bank shall have the right, among other things, to buy and sell derivatives contracts on behalf of the Client and to close the derivatives account position either entirely or partially before maturity of the derivatives contracts. Evli Bank shall have the right not to execute the Orders placed by the Client in the above-described situations.

4. Netting

If Evli Bank and the Client have opposing payment obligations deriving from same-day purchases and sales, Evli Bank shall be entitled to net the payments between Evli Bank and the Client.

Evli Bank 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 Bank 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 as well as Settlement Systems.

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

5. Foreign Orders

If the Client places an Order concerning Financial Instruments subject to trading outside Finland, the Client understands and accepts that market regulations other than those in use in Finland shall be applied to the execution of the Order where applicable.

Evli Bank shall, in that case, execute the Order in compliance with the market regulations of the place of execution, which are binding also on the Client. The Client undertakes to sign any documents necessary for the execution of such Order.

6. Currency exchange and currency risk

Unless otherwise agreed upon with the Client, Evli Bank 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 caused by currency exchange and shall bear the risk pertaining to variations in the currency exchange rates related to the Order.

7. Authorization to give Orders and related instructions

An Authorized Person shall give Orders on the Client's behalf as well as instructions otherwise pertaining to their execution, as specified in these terms and conditions and in the agreements concerning investment services.

Evli Bank shall have the right, at the liability of the Client, also to comply with Orders and instructions given by a party other than the Authorized Person, if the party giving the Order or instruction is entitled to do so because of his/her position, or if Evli Bank otherwise has a justified reason to assume that the person is entitled to act on behalf of the Client.

8. Reporting, objections and duty to inform

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

The Client shall inform Evli Bank of any mistakes immediately after being informed about a matter. Unless proven otherwise, the Client shall be deemed to have been informed in three (3) days from the sending of a notification concerning an action, if the Client's reporting address is in Finland. If the Client's reporting address is abroad, the Client shall be deemed to have been informed in seven (7) days from the sending of the notification, unless otherwise agreed upon. 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 Bank, unless the Client, immediately after being notified of the actions of Evli Bank, notifies Evli Bank that he/she does not accept these actions.

Evli Bank shall be deemed to have accepted the actions of the Client, unless Evli Bank no later than seven (7) days after being notified of the actions of the Client, notifies the Client that it does not accept these actions. If no objection is submitted within the time limits described above, the parties to the Agreement shall be deemed to have accepted each other's actions.

When the Client has been informed with durable medium about a possible conflict of interest situation prior to execution of the transaction between the Client and Evli Bank or between the Client and another client of Evli Bank, the Client shall be deemed to have accepted the situation, unless he/she makes an objection about it to Evli Bank without delay.

The Client shall receive further information about a conflict of interest situation upon request. Evli Bank shall not be obliged to inform the Client of any class action/lawsuit concerning a Financial Instrument that was or is subject to the Order, even if Evli Bank becomes aware of such class action. If the Client him/herself wishes to give up his/her right to receive the notifications referred to in section II.4, the Client shall forfeit his/her right to object.

9. The recording of telephone conversations

Evli Bank shall have the right to record its telephone conversations and electronic messages with the Client pertaining to its activities, and to use them for the purposes notified in the description of the file and as proof in the resolution of any disagreements. The Client is aware that Evli Bank is obliged to submit the recordings to the competent authorities upon request. The Client has the right to request a copy of the record. Records are archived for five years and if the competent authority requests, for seven years.

10. Confidentiality

The management, personnel and trusted agents of Evli Bank, or of a company belonging to Evli Bank's consolidation group, or of an agent or of any other company operating on behalf of Evli Bank are, in accordance with the Act on Investment Firms and Credit Institutions valid at any given time, subject to a confidentiality obligation concerning the Orders of the Client, his/her financial position and business or trade secrets. Evli Bank, its holding company, a financial institution belonging to Evli Bank's consolidation group or a consortium of investment firms shall be under an obligation to disclose the information referred to above to a prosecuting or pre-trial investigation authority for the investigation of a crime as well as to other authorities entitled to the information under the law.

Evli Bank and a company belonging to Evli Bank's consolidation group shall have the right to disclose the information referred to in paragraph 1 to its agent, to a Group Company, to a company belonging to the consolidation group, or to a financial or insurance conglomerate referred to in the Act on the Supervision of Financial and Insurance Conglomerates for the purpose of customer service or other management of a customer relationship, for marketing, and for the risk management of a Group Company, consolidation group or financial and insurance conglomerate, provided that the receiver of the information is subject to the confidentiality obligation laid down in the Act on Investment Firms or a corresponding confidentiality obligation.

The right does not apply to the disclosure of sensitive data referred to in the Personal Data Act, nor to information based on the registration of payment information between the Client and a company not belonging to the conglomerate.

Evli Bank shall have the right to submit information to a third party in accordance with the valid legislation. Evli Bank shall have the right to disclose the information referred to in paragraph 1 to the Marketplace upon demand in accordance with the Market Regulations.

11. Information for Clients

Under the legislation Evli Bank must give information for the Clients on, inter alia, Financial Instruments and related risks, prevention for conflict of interests, safeguarding of client assets, inducements and complaints handling. Above mentioned information is available at Evli Bank's website www.evli.com on Client Information- page and Evli Bank on paper.

12. Investment advice

Investment advice means a personal recommendation made to the Client, at the initiative of the Client or Evli Bank, for a transaction in Financial Instrument. Evli Bank may use also both Evli Bank's and its partners' products in provision of investment advice. Thus, in accordance with the legislation, the investment advice that Evli Bank provides is defined as non-independent.

Advice can be based on a more restricted analysis of different types of financial instruments than in independent investment

advice. Financial instruments considered can be issued or provided by entities having close links with Evli Bank, such as contractual relationships. Evli Bank may receive, based on this kind of close link or contractual relationship, for example sales commissions from a third party or another group company.

Purpose of any such payments received is to enhance quality of the service for the Client. Evli Bank will ensure the suitability of recommendation for the Client before making investment decisions. The Client undertakes to provide the necessary information before provision of investment advice for Evli Bank in order to enable Evli Bank to recommend suitable Financial Instruments or services for the Client. In accordance with the legislation, Evli Bank may assume that the Client has the necessary experience and knowledge to understand risks relating to the investment, and the Client is able to bear investment risk in accordance with the Client's investment objectives.

If the Client does not provide the necessary information for Evli Bank, Evli Bank cannot assess suitability of personal recommendations made to the Client, and therefore, Evli Bank may not provide investment advice. Evli Bank does not provide periodic assessment of suitability of the recommendations, if not otherwise agreed with the Client. Evli Bank does not provide investment advice for Eligible Counterparties.

13. Client information

The Client shall submit to Evli Bank the client-specific and contact information requested from the Client at any given time, together with the relevant documents and the suitability and appropriateness assessment information. The Client shall, without undue delay, inform Evli Bank in writing of any changes occurring in the submitted client-specific and contact information, other client information, and the suitability and appropriateness assessment information, or of any changed circumstances affecting the use of products or services, such as the expiration of representation of interests or of the power of representation or other corresponding changes.

The duty to inform also concerns changes occurring in the position of the Client, which can affect the client classification. The Client is not entitled to claim that he/she did not receive

information affecting the client relationship if such nonreceipt was due to the Client neglecting to notify Evli Bank of changes occurring in the information referred to above. Evli Bank shall not be liable for damage due to the Client neglecting to notify Evli Bank of changes occurring in the information submitted.

Evli Bank shall collect and file 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 Bank's offices and on its websites. The Client shall have the right, by separate written request, to be informed about the data saved in the information system concerning him/herself.

14. Client's representative/Contact person

A contact person authorized in writing by the Client may place orders and issue instructions to Evli Bank on the Client's behalf. The Client shall inform Evli Bank in writing of such authorizations and shall, without delay, give written notification of changes in the authorization of the contact person or of the replacement of the contact person.

The Client shall be responsible for the legal actions carried out by his/her authorized contact person until Evli Bank has received a notification regarding the discontinuation of the authorization and Evli Bank has had a reasonable amount of time to update its information systems with the information that the authorization has been discontinued.

Evli Bank shall have the right, at the liability 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 his/her position, or if Evli Bank otherwise has a justified reason to assume that the person is entitled to act on the Client's behalf.

IV LIABILITIES OF THE PARTIES TO THE AGREEMENT

1. The liability of Evli Bank if the Client's assets are lost

If assets delivered to Evli Bank under an agreement are lost or destroyed due to reasons

attributable to Evli Bank, Evli Bank shall replace them with corresponding Financial Instruments. If it is impossible or unreasonably difficult or expensive to acquire corresponding assets, Evli Bank shall compensate the assets at their market value. Other compensation may also be agreed upon with the Client.

2. The liability of the Client in a breach of terms and conditions

The Client shall be liable to reimburse Evli Bank for damage resulting from the Client's failure to fulfil his/her obligations under these terms and conditions. These damages may, for example, include additional expenses and work due to breach of terms and conditions, as well as expenses caused by changes in the prices of Financial Instruments.

3. Limitation of liability

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

Evli Bank shall not be liable for any financial damage caused to the Client, such as loss of income, uncollected yield, share price losses, disruptions in other contractual relationships, claims of third parties or other damage that is difficult to foresee by Evli Bank.

Evli Bank shall not be liable for the operations of the Marketplace or for any consequent damage caused to the Client. If any damage is caused to the Client from the operations of the Marketplace, Evli Bank shall undertake the measures it deems reasonable to collect compensation from the Marketplace in the manner permitted by the regulations of the Marketplace.

Evli Bank shall, without delay, pay to the Client his/her share of any compensation obtained. Evli Bank shall not be liable for damage resulting from incorrect information received from the Client or third parties.

4. Financial liability of the Client

The Client is aware of the risks associated with investment activity and shall be liable for the financial outcome and tax consequences of his/her actions and investment decisions.

The Client undertakes to indemnify in full Evli Bank and/or persons in its employment for any damage caused in consequence of Evli Bank

offering the Client services in accordance with these terms and conditions.

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

5. Force majeure

A party shall not be liable for damage caused by a force majeure.

A force majeure shall mean a circumstance that prevents a party from fulfilling his/her obligations and which is unforeseeable, cannot be overcome by action of a party and has a causal relationship to the non-fulfillment of the obligation.

A force majeure may include, among others, a disturbance in the electricity supply, data traffic or data systems, a fire, a natural catastrophe, an earthquake, a war, mutiny, strike, lock-out or other industrial action.

A party shall notify the other party of a force majeure as soon as possible. A party shall aim at restricting the damage caused to the other party to the extent possible.

6. Evli Bank's duty of due diligence, and suspicious business transactions

The Client affirms that no suspicious or criminal features are associated with the origin of the assets used to execute Orders and left in custody. If Evli Bank notices that the structure or size of the Client's Orders, or the size or location of his/her undertaking differ from what is normal or that they lack an evident financial purpose or that they are incompatible with the economic circumstances or business operations of the Client, Evli Bank shall, with due diligence, in accordance with the Act on the Prevention and Investigation of Money Laundering and other regulations concerning money laundering, ascertain the reasons and purpose in using its services.

If Evli Bank, after fulfilling the requirement for due diligence referred to above or otherwise, has reason to suspect the legal origin of the assets included in the Client's transactions, or that they

are being used for the financing of terrorism referred to in the Penal Code, or abuse of insider information, or the manipulation of the price of a Security, Evli Bank shall be obliged to suspend the transaction pending further investigations or refuse the transaction and always, without delay, notify the matter to the Money Laundering Clearing House, the Fin-Fsa or other authority specified in the law, and submit to it, upon request, all the information and documents that may be of significance in investigating the suspicion.

If Evli Bank has reason to suspect an abuse of the markets in violation of the legislation, Evli Bank shall, without delay, notify the Fin-Fsa or other authority specified in the law, and Evli Bank shall not disclose to the Client the making of this notification.

Evli Bank shall, in that case, be liable for financial damages to the Client only if Evli Bank has not complied with the level of due diligence that could reasonably be required in view of the circumstances. If refusing the transaction or its suspension is likely to complicate efforts to identify the beneficiary of the transaction or the clearing of the matter, the transaction may be completed, after which the Money Laundering Clearing House, the Fin-Fsa or other authority specified in the law shall be notified of the matter without delay. Under the law, Evli Bank may not disclose the submission of the notification to the person suspected.

The Money Laundering Clearing House or another authority may order Evli Bank to refuse the transaction for a maximum of five (5) banking days, if such refusal is necessary with respect to the pre-trial investigation measures of the authorities.

V AMENDMENT OF THE TERMS AND CONDITIONS, NOTICE TO TERMINATE AND ASSIGNMENT OF THE CLIENT RELATIONSHIP

1. Amendment of the terms and conditions

Evli Bank shall have the right unilaterally to amend these terms and conditions and the price lists. The amendment shall enter into force at the

beginning of the calendar month which starts one (1) month from the date on which the Client has, in the manner referred to in these terms and conditions, received a written notification of the amendment. If the Client does not accept the amendment, the Client shall have the right to terminate this client relationship in accordance with these terms and conditions by informing Evli Bank thereof no later than two (2) weeks before the entry into force of the amendment. The termination shall enter into force on the day on which the amendment would have entered into force.

2. Notice to terminate and cancellation of the client relationship

The Client shall have the right to terminate the client relationship five (5) calendar days after Evli Bank has received the notice to terminate. Evli Bank shall have the right to terminate the client relationship ten (10) calendar days after Evli Bank has sent the notice to terminate. The notice to terminate shall be made in writing. Both parties shall have the right to cancel the client relationship with immediate effect, if a party

- 1) has materially failed to meet his/her 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.
- 2) is placed in corporate restructuring proceedings, liquidation or bankruptcy or if there are otherwise justifiable reasons to suspect that the other party has become insolvent. Unless otherwise agreed upon with the Client, Orders that have not been executed but which were placed before the termination or cancellation of the client relationship shall be cancelled after the termination or cancellation of the Agreement if Evli Bank is able to remove the Order from the trading system. Orders to buy or sell Financial Instruments whose execution has been started shall be completed.

Evli Bank shall submit any assets of the Client in its possession to the Client, provided that the Client has first paid to Evli Bank all receivables owed by the Client to Evli Bank.

3. Assignment of the terms and conditions

The terms and conditions shall be binding on the parties and their statutory successors. The Client may not assign his/her rights and obligations under the terms and conditions to a third party without the consent of Evli Bank. Evli Bank may, however, without the Client's consent, assign either all or some of its obligations under these terms and conditions or agreements to a Group Company.

VI OTHER TERMS AND CONDITIONS

1. Settlement of disputes and applicable law

Any disputes arising from these terms and conditions and agreements between the parties shall be settled in arbitration by one arbitrator in Helsinki. If the parties are unable to agree upon the arbitrator, the arbitrator shall be appointed by the Finnish Central 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 and to the agreements to Evli Bank in writing.

To the extent that these terms and conditions contain references to laws, the provisions valid at any given time shall be applied. The offering of investment services, the investment service client agreement and these terms and conditions shall be governed by the laws of Finland excluding any international private-law provisions therein on the choice of law.

2. Conflict of regulations

The market regulations and instructions shall take precedence between the parties in cases which are not referred to in this Agreement.

If the terms and conditions of this Agreement conflict with the market regulations, the order of precedence shall be the law, followed by the provisions deriving from the law, followed by other market regulations.

In the event of a conflict between the different language versions of Evli Bank's agreement terms and conditions or between the different language versions of terms and conditions of

specific products and services, the Finnish language terms and conditions shall take precedence.

3. Evli Bank's contact information and supervisory authority

Evli Bank Plc is a Finnish commercial bank which is licensed to operate as a credit institution under the Credit Institutions Act (Ministry of Finance 11/417/2001). Evli Bank Plc is registered in the Trade Register maintained by the National Board of Patents and Registration under the business ID 0533755-0. Evli Bank Plc's contact information:

Aleksanterinkatu 19 A
FI-00100 Helsinki
tel. +358 (0)9 4766 90 (switchboard).

Supervisory authority

Evli Bank Plc's operations are supervised by the Finnish Financial Supervisory Authority
address: Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki, tel. +358 (0)10 831 51 (switchboard)
e-mail: finanssivalvonta@finanssivalvonta.fi
Further information: www.fin-fsa.fi.