



## GENERAL PROVISIONS FOR PORTFOLIO MANAGEMENT

### 1. THE BANK'S SERVICES AND AMENDMENTS TO THE SERVICES DESCRIPTION

The Client's assets under portfolio management shall be managed in the interests of the Client and with due care. The services entail that, in accordance with the provisions of the Portfolio Management Agreement, these General Provisions and the Services Description applicable from time to time, the Bank shall, on its own initiative, independently and without consulting the Client or obtaining the Client's consent in each individual case, make decisions on the Client's behalf concerning the investment and reallocations in the investment of the Client's assets under portfolio management. The Client understands and accepts that the Bank's advisory services within the framework of the services description may refer to investment in securities funds and alternative investment funds, among else, that are managed by the Bank or other companies in the Carnegie Group provided that the placement is made for the best interests of the Client and does not unduly benefit the Carnegie Group.

The services also include taking such other measures as the Bank deems appropriate to manage the Client's assets under portfolio management, including, among other things, the right to buy and sell securities, and to determine whether the Client will participate in new issues, redemptions, share buybacks, takeover bids or similar corporate events and measures. The Client shall issue or change its instructions relating to portfolio management by approving the Services Description in writing.

The Client undertakes, at the Bank's request, to provide such additional power(s) of attorney and/or authorisation document(s) as the Bank deems necessary to perform the services. The Client also undertakes to provide the Bank with any assistance the Bank deems necessary to make individual investments of the assets under portfolio management and, to the extent the Bank requests, to execute agreements and other documents relating to the services.

The Bank shall provide the Client with a report on the portfolio management services that have been carried out on behalf of the Client during the reporting period, at least quarterly (alternatively monthly in regard of a leveraged custody account). The Bank shall also inform the Client if the total value of the portfolio decreases by 10 per cent or more, compared to the last reporting occasion. If the value decreases further, the Client will be notified at each threshold of 10 per cent.

### 2. FINANCIAL INSTRUMENTS WHICH ARE NOT INCLUDED IN THE SERVICES

Where the Client specifically requests in writing, the Client may exclude from the portfolio management certain financial instruments which are held in safe custody/registered on the custody account under portfolio management. A separate transaction instruction is required from the Client in order for the Bank to take any measure in respect of excluded instruments, unless otherwise provided by the custody account/cash account agreement and related General Provisions for Custody Accounts/Cash Accounts, or the Investment Savings Account Agreement and the Special Terms and Conditions regarding Investment Savings Accounts. The Client is therefore personally obligated to monitor the way in which different circumstances affect the Client's excluded instruments. The Bank will not provide any separate reporting for these instruments.

### 3. ASSURANCE AND UNDERTAKINGS PROVIDED BY THE CLIENT

Portfolio management does not include any guarantee of a positive return. Investments in financial instruments are associated with risks, and an investment can rise or fall in value or become worthless. Historical returns or rises in value are no guarantee as to future returns or rises in value. This is the case even where the financial markets otherwise perform well. The assets which are invested in a portfolio can therefore rise or fall in value and it is not certain that the entire amount of the capital invested will be intact at the end of the period of management.

The Client is aware and accepts that the risks associated with investments pursuant to the Portfolio Management Agreement, and the outcome of the investments, may be both positive and negative. The Client is also aware that there is no guarantee of a return as a result of the services and that the Bank is not responsible for the outcome of investments and sales which are made or not made according to the Services Description.

The Client undertakes to ensure that the right to exercise control over the assets under portfolio management is not restricted to an extent greater than prescribed in the Portfolio Management Agreement and the custody account/cash account agreement or the investment savings account agreement, and any other written information which the Client has provided to the Bank prior to the execution of the Portfolio Management Agreement.

The Client undertakes not to personally effect dispositions of any assets under portfolio management and not to issue any orders or instructions to any other party concerning assets under portfolio management.

The Client is aware and accepts that the Bank does not take into consideration any tax consequences for the Client of investments made in accordance with the Portfolio Management Agreement.

### 4. INFORMATION FROM THE CLIENT

The performance of services pursuant to the agreement is conditional upon the Client providing detailed information to the Bank regarding all circumstances which are material to the Bank's determination that the Bank is providing the Client with the management that is appropriate for the Client. Consequently, the Client shall be obligated to provide the Bank with any information the Bank requests and to immediately inform the Bank of any changes in circumstances.

### 5. INVESTMENT STRATEGY

A detailed description of the Bank's approach in relation to the investment of the Client's assets under portfolio management is contained in the Services Description.

The investment of the Client's assets under portfolio management may differ from time to time from the weightings, investment strategy, etc. stated in the Services Description due to factors relating to, among other things, the size of managed assets, the selection and combinations of types of assets, rapid and/or major price changes in respect of the financial instruments under portfolio management or other similar circumstances beyond the Bank's control. The aforementioned also applies where the Client deposits new capital, transfers assets, or requests a withdrawal from the custody account under portfolio management.



The Client is aware and accepts that the investment strategy and weightings between various types of assets specified in the Services Description may vary over time due to, among other things, the reasons stated above.

## 6. FEES AND OTHER COSTS

Fees for the services will be charged as set forth in the Portfolio Management Agreement. If fees are specified in the Services Description Appendix, the fees specified therein shall supersede the fees specified in the Portfolio Management Agreement. Value added tax shall be payable to the extent implied by statute. The Client shall also bear all costs which are associated with, or which may arise in the future in connection with, transactions relating to the custody account which is under portfolio management, such as brokerage fees, interest, taxes, etc. arising from the Bank's services pursuant to the Portfolio Management Agreement. The Bank shall be entitled to charge such costs to the cash account linked to the custody account.

Unless otherwise specified in the Portfolio Management Agreement or the Services Description, the Bank shall be entitled to fees as of the date the Portfolio Management Agreement is signed.

Changes in fees or the principles for calculating fees shall be binding on the Client sixty (60) days after the Client is deemed to have received notice of the change pursuant to these General Provisions. Where the Client does not accept the change, the Client shall be entitled to terminate the Portfolio Management Agreement. Where the Client terminates the agreement, the agreement shall terminate with effect on the date on which the change would have entered into force.

## 7. AMENDMENTS TO THE TERMS AND CONDITIONS

During the term of the agreement, the Bank may amend the terms and conditions of the Portfolio Management Agreement, these General Provisions or the Services Description. Unless otherwise agreed between the Client and the Bank in writing, such amendments shall be binding on the Client sixty (60) days after the Client is deemed to have received notice of the amendment pursuant to these General Provisions. Where the Client does not accept the amendment, the Client shall be entitled to terminate the Portfolio Management Agreement. Where the Client terminates the agreement, the agreement shall terminate with effect on the date on which the amendment would have entered into force.

The Client may request that a product/portfolio be changed or replaced. Such change or replacement shall only be effective if the Client and the Bank sign a new Services Description, which shall replace the previously applicable Services Description.

## 8. NOTICES OF COMPLAINT AND CANCELLATION, ETC.

The Client shall review contract notes or equivalent accounting regarding the execution of orders and also monitor that such are received.

The Client must immediately notify the Bank regarding any errors or omissions in, for example, a contract note, custody account/cash account statement, transaction summary or other account of an executed order which has been remitted by the Bank, or that an account is missing, or any other errors or omissions in conjunction with the execution of the order (present a complaint). The foregoing shall also apply to other deviations relating to agreements entered into between the Client and the Bank.

Where the Client wishes to request cancellation of a purchase or sale order, such request must be expressly and immediately presented to the Bank.

However, in respect of orders on commission which have been submitted by a Client in its capacity as a retail client, a request for cancellation may be submitted to the Bank without delay, and a request regarding another price may be submitted to the Bank within a reasonable time after the Client became aware of, or should have become aware of, the circumstances on which the relevant request is based.

Where notice of a complaint or a request for cancellation is not submitted immediately, the Client shall forfeit the right to demand compensation, cancel the executed order or demand that the Bank take other action.

The Bank shall in no case be liable for any loss or damage which could have been avoided if notice of a complaint had been given immediately.

## 9. NOTICES, ETC.

### Notices from the Bank

The Bank gives notices to the Client by registered letter or ordinary letter posted to the Client's address in the National Population Register (or the equivalent) or, where this is not possible, to the address stated in the Portfolio Management Agreement. The Client and the Bank may also agree that notices will be sent to a different address.

The Bank is also entitled to give notice to the Client via Carnegie Online, other digital service that the Bank offers, by email to an email address stated by the Client, other e-mail address or via another electronic means of communication notified by the Client to the Bank, where the Bank deems such communications appropriate.

Notices sent by the Bank by registered letter or ordinary letter shall be deemed to have been received by the Client not later than the fifth bank day after dispatch, provided the letter is sent to the address stated above.

Notices through Carnegie Online, other digital service that the Bank offers, by email or other electronic communications shall be deemed to have been received by the Client upon dispatch provided such notice is sent to the number or electronic address provided by the Client. In the event the client receives such notice at a time after the Bank's normal office hours in Sweden, the Client shall be deemed to have received the notice at the commencement of the following bank day.

### Notice to the Bank

The Client may provide notice to the Bank via Carnegie online, other digital service that the Bank offers, e-mail or by sending a letter. Letters to the Bank must be addressed to the address stated in the Portfolio Management Agreement. Notice from the Client shall be deemed to have been received by the Bank on the bank day on which the notice arrives at the aforementioned address. The Bank shall also in other cases be deemed to have received the notice from the Client where the Client can prove that the notice was sent in an appropriate manner. In such cases, the Bank shall be deemed to have received the notice on the bank day on which the Client can prove that the Bank should have received it.

## 10. SECTION 10 IN THESE GENERAL PROVISIONS HAS BEEN DELETED ENTIRELY



## 11. OTHER AGREEMENTS

The Portfolio Management Agreement constitutes a supplemental agreement to the custody account/cash account agreement or the investment savings account agreement and regulates in detail the Bank's services to the Client comprising the provision of portfolio management services in respect of the Client's financial instruments and liquid funds on a specifically agreed custody account.

In the event of any discrepancy between the terms and conditions of the Portfolio Management Agreement and the terms and conditions of the custody account/cash account agreement and its related General Provisions for Custody Accounts/Cash Accounts, the General Provisions for Portfolio Management shall prevail.

In the event of any discrepancy between the terms and conditions of the Portfolio Management Agreement and the terms and conditions of the investment savings account agreement, the Special Terms and Conditions regarding Investment Savings Accounts, and the General Provisions for Custody Accounts/Cash Accounts, the Special Terms and Conditions regarding Investment Savings Accounts shall prevail, followed by the General Provisions for Portfolio Management, and finally the General Provisions for Custody Accounts/Cash Account

## 12. LIMITATION OF THE BANK'S LIABILITY

The Bank shall not be liable for loss or damage due to Swedish or foreign legislation, acts of a Swedish or foreign public authority, acts of war, strikes, blockades, boycotts, lockouts, or other similar events. The reservation in the case of strikes, blockades, boycotts, and lockouts shall apply notwithstanding that the Bank itself is subject to or takes such measures.

The Bank shall not be liable for any loss or damage caused by any execution venue, third-party custodian, central securities depository, clearing organisation or other party that provides equivalent services, or by an agent that has been engaged by the Bank or third-party custodian with due care or that has been recommended by the Client. The aforementioned also applies to loss or damage caused by the insolvency of any of the organisations referred to above or an agent. The Bank shall not be liable for any loss or damage incurred by the Client or any third party as a consequence of restrictions on the rights of disposition that may be applied against the Bank with respect to securities.

No loss or damage incurred in other circumstances shall be compensated by the Bank provided the Bank has acted with reasonable care. The Bank is not liable for indirect damage, unless such damage was caused by the Bank's gross negligence.

In the event the bank is prevented, in whole or in part, as a consequence of a circumstance stated in the first paragraph, from performing a measure under these General Provisions or a buy or sell order regarding a financial instrument, the measure may be postponed until such time as the impediment no longer exists. In the event the bank, as a consequence of such circumstance, is prevented from effecting or taking receipt of payment/delivery, neither the Bank nor Client shall be obligated to pay interest.

The above provisions shall apply unless otherwise prescribed by the Central Securities Depositories and Financial Instruments (Accounts) Act (1998:1479).

## 13. TERM OF THE AGREEMENT

The agreement shall remain in force until further notice. Either party may terminate the agreement on written notice effective sixty (60) days after the other party is deemed to have received notice of termination pursuant to these General Provisions.

Notwithstanding the provisions of the foregoing paragraph, either party may terminate the agreement with immediate effect if the other party is in material breach of the agreement. In conjunction therewith, each breach of contract which has not been remedied as soon as possible, notwithstanding a demand to do so, shall be deemed to constitute a material breach of contract.

## 14. EFFECT OF TERMINATION OF THE AGREEMENT

Purchase and sale orders decided upon/submitted by the Bank prior to the termination of the Portfolio Management Agreement will be executed, unless otherwise agreed.

Upon cessation of the Portfolio Management Agreement, the Client assumes responsibility for the remaining assets. This means that the Client should have sufficient knowledge and experience of the remaining financial instruments.

During the notice period the Bank may refrain from carrying out new acquisitions on behalf of the Client. Hence the Bank may, during the notice period, deviate from the Services Description. If the Client's managed portfolio at the time of termination contains financial instruments that may only be held through portfolio management or which, for other reasons, according to the Bank's assessment, are not suitable for the Client, the Bank is entitled to sell such instruments on behalf of the Client. The Client is aware that such divestment may deviate from the Services Description, which may affect the portfolio's risk level and expected return. The Client is aware and accepts that the Bank does not take into consideration any tax consequences for such divestment and that the Client shall bear all costs which are associated with or which may arise in the future in connection with such divestment.

The custody account/cash account agreement and its related General Provisions shall survive termination of the Portfolio Management Agreement. The General Provisions for Custody Accounts/Cash Accounts in force from time to time shall govern termination of the custody account/cash account agreement.

The investment savings account agreement and its related Special Terms and Conditions regarding Investment Savings Accounts, and the General Provisions for Custody Accounts/Cash Accounts shall survive termination of the Portfolio Management Agreement. The provisions of the Special Terms and Conditions regarding Investment Savings Accounts in force from time to time shall govern termination of the investment savings account agreement.

Unless otherwise agreed in writing, charges and fees shall be payable up to and including the date of termination of the agreement.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

The interpretation and application of this Portfolio Management Agreement, these General Provisions and the Services Description shall be governed by Swedish law.



Disputes arising from the Portfolio Management Agreement shall be adjudicated by Swedish courts. However, the Bank may commence juridical proceedings in another country.