

**GENERAL BUSINESS TERMS AND CONDITIONS  
FOR TRADING IN  
FINANCIAL INSTRUMENTS ETC. THROUGH  
ABG SUNDAL COLLIER NORGE ASA**

*These general business terms and conditions (the “General Business Terms and Conditions”) have been prepared in accordance with the Norwegian Securities Trading Act and the regulations issued pursuant to it. These General Business Terms and Conditions supersede in their entirety earlier versions of the general business terms and conditions. Concepts which are defined in the Securities Trading Act have the same meaning when used in these General Business Terms and Conditions.*

*ABG Sundal Collier Norge ASA (“ABGSC”) clients are assumed to have accepted these General Business Terms and Conditions as binding on themselves when they, after having received a copy of the General Business Terms and Conditions, submit orders to, or enter into contracts or carry out transactions with, ABGSC.*

# ABG SUNDAL COLLIER

## 1 In brief about ABGSC

### 1.1 Contact information

ABG Sundal Collier Norge ASA  
 Munkedamsveien 45 E  
 P.O.Box 1444 Vika, 0115 Oslo, Norway  
 Telefon: + 47 22 01 60 00  
 Telefax: +47 22 01 60 60  
[www.abgsc.com](http://www.abgsc.com)

For further information regarding direct communication with ABGSC, refer to item 27.

### 1.2 Associated agents

An overview of ABGSC's associated agents is to be found at [www.abgsc.com](http://www.abgsc.com)

Special rules in the Securities Trading Act apply to trading through associated agents.

### 1.3 The services that ABGSC is permitted to provide

#### 1.3.1 ABGSC has a licence to provide the following investment services:

1. reception and transmission of orders on behalf of clients in connection with one or more financial instruments,
2. execution of orders on behalf of clients,
3. purchase/sale of financial instruments for own account,
4. investment advice
5. the placement of public offerings as mentioned in chapter 7 of the Securities Trading Act, the placement of share issues, and the underwriting of share issues or offers to buy financial instruments.

#### 1.3.2 ABGSC will also offer the following associated services:

1. the safekeeping and management of financial instruments,
2. credit provision,<sup>1</sup>
3. advice on an undertaking's capital structure, industrial strategy and related

<sup>1</sup> The provision of credit in order to buy financial instruments

issues, as well as advice and services in connection with mergers and acquisitions,

4. services related to foreign exchange operations when these take place in connection with the provision of investment services,
5. the preparation and dissemination of investment recommendations, financial analyses and other forms of general recommendations relating to transactions involving financial instruments,
6. services relating to underwriting.

### 1.4 Supervisory authority

ABGSC is under the supervision of Finanstilsynet (the Financial Supervisory Authority of Norway).<sup>2</sup>

## 2 The scope of the General Business Terms and Conditions

These General Business Terms and Conditions apply to ABGSC's investment services and associated services in so far as they are appropriate, as well as to services relating to transactions in instruments that are related to financial instruments.

A separate agreement or supplementary agreement may be entered into for the following:

1. the trading in and clearing of standardised (listed) derivatives contracts,
2. the trading in and/or clearing of non-standardised (OTC) derivatives contracts,
3. trading on credit,
4. services in connection with the underwriting of share issues or other public offerings, including the placement of share issues or offers and services in connection with corporate mergers and acquisitions,
5. the borrowing and lending of financial instruments,
6. the safekeeping and management of financial instruments,
7. the conclusion of interest-rate and foreign exchange contracts,

<sup>2</sup> Address: Revierstredet 3, NO-0151 Oslo

8. the conclusion of contracts regarding charges and the provision of financial security,
9. trading in commodity derivatives,
10. trading and settlement, including clearing in foreign markets,
11. online trading, including the direct relay of orders to the Oslo Stock Exchange or other regulated market and possible programme trading.

The General Business Terms and Conditions apply in addition to separate agreements that are entered into between ABGSC and the client. In the case of any conflict between agreements mentioned in the previous paragraph and the General Business Terms and Conditions, the agreements are to take precedence.

Trading and clearing may also be regulated by separate trading rules/standard terms and conditions in the individual regulated markets and clearing houses where trading and settlement/clearing take place. In the case of any conflict between these General Business Terms and Conditions and/or agreements as mentioned in the previous paragraph and such trading rules/standard terms and conditions, the trading rules/standard terms and conditions for the regulated market or clearing house shall apply.

In addition to the abovementioned, the services mentioned in item 1.3 may be regulated by the Norwegian Securities Trading Act, Central Securities Depository Act, Stock Exchange Act, Companies Acts, Sale of Goods Act, Contracts Act, Consumer Purchases Act (cooling-off period) and other relevant legislation.

In addition, ABGSC is obliged to comply with the code of business conduct determined for the individual markets, including ethical norms stipulated by the Norwegian Securities Dealers Association. The ethical norms and rules governing the treatment of complaints regarding these are to be found at [www.nfmf.no](http://www.nfmf.no).

### **3 Telephone recording and other documentation**

ABGSC is obligated to record telephone conversations involving investment advice. Sound recordings are to be stored by ABGSC

for a retention period stipulated by prevailing law, calculated from the recording date, and will normally be deleted following the expiry of the mandatory storage period. Sound recordings of conversations with the individual client may be traced by searching, among other things, for the time of the call, the telephone number called and ABGSC employee who received the order. ABGSC may be ordered to hand the sound recording over to public authorities and others that may so demand pursuant to the law. In addition, sound recordings may be handed over to the Ethics Council of The Norwegian Securities Dealers Association, among other things in connection with the handling of complaints by clients, cf also item 25 of General Business Terms and Conditions. Agents and other undertakings that cooperate with ABGSC regarding the reception and transmission of orders and indications may have a duty to make sound recordings of their conversations with clients.

Documentation of the communication through other communication channels than telephone involving investment advice will be stored by ABGSC for a retention period stipulated by prevailing law.

### **4 Client classification**

According to the Securities Trading Act, ABGSC has a duty to classify its clients in client categories as retail clients and professional clients, including eligible counterparties. The Securities Trading Act and regulations contain provisions governing how this categorisation is to take place. ABGSC will inform all clients of the category in which they have been classified.

The classification is important for the extent of the client's protection. The information and reports given to clients classified as retail clients are subject to more demanding standards than those given to clients classified as professional. In addition, according to the Securities Trading Act, ABGSC has a duty to obtain information on the client in order to assess whether the service or the financial instrument/product in question is suitable or appropriate for the client, designated the

suitability test and appropriateness test in regulations. The classification is important for the scope of these tests and for the assessment of what will be the “best execution” when carrying out trading for the client, refer to item 7.3.

The General Business Terms and Conditions apply to clients classified as professional clients and retail clients. Clients classified as professional are nonetheless regarded as having particular prerequisites for assessing the individual markets, investment alternatives, transactions and the advice provided by ABGSC. Professional clients cannot invoke rules and conditions that have been stipulated to protect retail clients.

A client may request ABGSC to change its client classification. Information on such reclassification and on the consequences of this may be obtained from ABGSC.

#### **5 The client’s responsibility for information given to ABGSC, authorisations, etc.**

In order to meet the Securities Trading Act’s requirement that a suitability test and appropriateness test must be conducted, ABGSC has a duty to obtain information from clients. The client is obliged to give ABGSC satisfactory, correct information on the client’s own financial position, investment experience and investment goals that is relevant to the desired services and financial instruments/products. The client is also obliged to inform ABGSC if there are any major changes in information that has previously been given.

The client understands that ABGSC is entitled to base its assessment of whether the service or the financial instrument/product is suitable or appropriate for the client on the information provided by the client and that ABGSC will basically not conduct its own investigations.

The client also understands that, if ABGSC is not given sufficient information, ABGSC will not be able to determine whether or not the service or financial instrument/product is appropriate or suitable for the client. In the case of investment advice or discretionary management, the client will then be informed that the service or instrument in question cannot be provided. In relation to the other investment services, the client will in such

cases be informed that the information provided to ABGSC is insufficient and that the service or product is thus to be regarded as inappropriate. Should the client, despite such a warning, still wish to have the service or product, this may nonetheless be provided.

The client undertakes to comply with the prevailing legislation, rules, terms and conditions that apply to the individual trading system used for transactions. The same applies to settlement and clearing through the individual settlement or clearing houses.

The client warrants that its own trading and settlements take place in accordance with and within the scope of any permits and authorisations that apply to the client’s trading in financial instruments. If requested by ABGSC, the client shall document such permits and authorisations. Should the client be a foreign undertaking, ABGSC reserves the right to demand the client to present, at the client’s expense, a reasoned legal opinion on the client’s permits and authorisations to enter into the trade in question.

The client shall give ABGSC an overview of the person or persons that may place orders, trade, enter into other agreements relating to financial instruments/products or are authorised to accept a trade on behalf of the client. A trade or acceptance from these is binding on the client unless ABGSC did not act in good faith in relation to the individual’s authorisations. The client is responsible for keeping ABGSC at all times up to date as regards who may place orders or accept a trade on behalf of the client. ABGSC will not accept authorisations which stipulate limits for the individual client’s trading unless this has been agreed on in writing in advance. The client undertakes to ensure that the assets and financial instruments included in the individual assignment are free from liens, charges and encumbrances of any kind, such as a charge, security interest (possessory lien), attachment, etc. The same applies when the client acts as a proxy for a third party.

The client undertakes to provide ABGSC with information if the client places an order to sell financial instruments to which the client does not have access (short sales).

#### **6 Risk**

The client understands that investing and

trading in financial instruments and other related instruments are linked to a risk of loss. The invested capital may increase or decrease in value. The value of the financial instruments depends, among other things, on fluctuations in the financial markets. Historical price developments and yields cannot be used as reliable indicators of future developments in and yields on financial instruments. For more detailed information on properties linked to the various financial instruments and on the risk linked to trading in various financial instruments, refer to the information published on [www.abgsc.com](http://www.abgsc.com). If necessary, this material will be sent to the client prior to ABGSC's provision of services to the client. The client is responsible for evaluating the risk relating to the instrument and market in question.

The client should refrain from investing and trading in financial instruments and other related instruments if the client does not understand the risk relating to such an investment or trade. The client is urged to seek the advice of ABGSC and other relevant advisers and, if required, to seek additional information in the market before making a decision.

All trading carried out by the client after advice has been obtained from ABGSC is the responsibility of the client and takes place according to the client's own discretion and decision. ABGSC under no circumstances accepts any liability for the advice given if the client in whole or in part departs from the advice provided by ABGSC. ABGSC does not guarantee any specific outcome of a client's trading.

## **7 Orders and assignments – entering into contracts**

### **7.1 Placing and acceptance of orders and entry into of contracts<sup>1</sup>**

Orders from clients may be placed orally or in writing. Restrictions may apply to orders placed via e-mail, SMS, MSN, AOL, Bloomberg, Reuters and other messaging systems etc. Further information on this is available from ABGSC. The order is binding

---

<sup>1</sup> Refer to the Norwegian Securities Dealers Association's recommendations regarding the provision of advisory services and reception of orders on anything other than a taped fixed telephone.

on the client when it has been received by ABGSC unless otherwise separately agreed. Regarding trading in non-standardised derivatives (OTC) and in currency and interest-rate instruments, including foreign exchange, a trading contract will be regarded as having been entered into with binding effect once the terms and conditions for the contract in question have been accepted by the client.

ABGSC will record all orders and indications of orders to purchase, sell or subscribe for financial instruments that are made by telephone. ABGSC is unable to carry out orders or indications that are placed over telephones that are not connected to sound recording equipment. Sound recordings and other documentation of contracts, orders and indications of orders placed in some other way will be stored by ABGSC. Reference is made to item 4 of the General Business Terms and Conditions.

ABGSC will not be obliged to carry out orders or enter into contracts that ABGSC assumes may lead to a breach of public law legislation or rules stipulated for the regulated market(s) in question.

The client may not engage in programme trading to or via ABGSC unless this has been specifically agreed on.

### **7.2 Assignment period for orders**

For orders linked to trading in marketable securities and derivatives contracts with marketable securities as underlying instruments, the order applies on the assignment date or until the regulated market where the order has been placed closes, and it thereafter lapses unless otherwise agreed or is apparent for the order type or order specification in question. For other assignments, the duration of the assignment is to be agreed on separately.

The assignment date is the date when the client's order to ABGSC to buy or sell financial instruments through or to/from another undertaking has been received by ABGSC. When ABGSC initiates a trade, the assignment date is to be regarded as the date when ABGSC contacts the client and the assignment to purchase or sell the financial instruments in question is agreed to.

The order may be recalled to the extent that it

has not been carried out by ABGSC.

### **7.3 Guidelines for executing orders**

ABGSC will endeavour to secure the client the best possible terms when carrying out received orders during the assignment period. ABGSC has prepared order execution guidelines (“execution policy”) that, among other things, state the trading systems in which transactions in various financial instruments are to be carried out. Trading will be carried out in accordance with these guidelines unless the client has given specific instructions regarding how the trade is to be carried out. The order will in such case be carried out in accordance with such instructions.

The order execution guidelines (“execution policy”) are assumed to be approved by the clients when they, after having received a copy of the order execution guidelines, submit orders to ABGSC.

ABGSC reserves the right to aggregate the client’s orders with orders from other clients, persons or undertakings that are or are not linked to ABGSC as described in the order execution guidelines. The aggregation of orders may take place if it is unlikely that aggregation in general will be a disadvantage to the clients. However, the client understands that the aggregation of orders may in individual cases cause drawbacks.

ABGSC also reserves the right to aggregate the client’s order with transactions carried out for ABGSC’s own account. If the total order is only carried out in part, the client’s order will basically be given priority over ABGSC’s order. However, an exception to this applies if ABGSC could not have carried out the trade on correspondingly favourable terms without the aggregation.

Orders from a client that normally trades for the account of a third party, ie, for his employer or another natural or legal person, will be rejected if the client does not clearly state the party on whose account the order is being placed when placing the order. Should the client simultaneously place orders for both his own account and the account of his employer or another natural or legal person, ABGSC will give first priority to the party that the client represents.

### **7.4 Further trading rules**

For trading in financial instruments (equity instruments and debt instruments) that are listed on Oslo Stock Exchange/Oslo Axess, with the exception of derivative contracts, the separate trading rules apply to the relationship between the client and Investment Firm. These rules deal with the registration of orders and trades in the trading system, including the order conditions that can generally be used and the more detailed rules governing prioritisation and validity, etc. Refer in this context to [www.oslobors.no](http://www.oslobors.no) or [www.osloaxess.no](http://www.osloaxess.no).

For trading which takes place in another Norwegian or foreign regulated market, the trading rules stipulated for the regulated market in question apply to the relationship between the client and Investment Firm.

### **7.5 Cancellation of orders and sales**

According to the trading regulations in question, the individual regulated market, may under certain circumstances cancel orders and transactions. Such a cancellation will be binding on the client.

## **8 Delivery and payment (settlement) of financial instruments in Norway**

### **8.1 Marketable securities, unit trust shares, standardised financial forward/futures contracts and options, as well as certificates**

For trading in Norway involving marketable securities in a regulated market, mutual fund holdings, standardised financial forward/futures contracts and options to buy or sell financial instruments registered in the Central Securities Depository (VPS), the ordinary period allowed for settlement is four stock exchange days (T+3) unless otherwise agreed. By stock exchange day is meant any day on which the Norwegian stock exchange is open.

For certificates, the period allowed for settlement is three stock exchange days (T+2) unless otherwise agreed.

The period allowed for settlement is calculated as from and including the trading date up to and including the settlement date.

Settlement is conditional on the client making

the necessary funds and financial instruments available to ABGSC on or before the settlement date. Unless otherwise agreed on separately, ABGSC has the client's permission and authority to, in accordance with the individual trade or transaction, debit the client's bank account or submit a request to debit the client's bank account, unless the bank in question demands that a separate written debit authorisation must have been provided by the client.

The client is to be regarded as having delivered financial instruments registered in the Central Securities Depository to ABGSC when the financial instruments have been received in one of ABGSC's securities accounts in the Central Securities Depository or in another securities account in the Central Securities Depository stipulated by ABGSC.

The client undertakes to deliver the sold financial instruments to ABGSC or to release the sold financial instruments in the client's securities account in the Central Securities Depository or another corresponding register by the settlement deadline. Unless otherwise agreed in writing, the placing of an order to sell financial instruments or acceptance of a sales offer means that ABGSC is authorised to request the client's account operator to release the financial instruments in question. The delivery of physical financial instruments must take place in accordance with a separate agreement with ABGSC.

The client is to be regarded as having paid the purchase price to ABGSC once the amount is credited to ABGSC's bank account, with a value date not later than the settlement date.

## **8.2 Foreign exchange (spot)**

Regarding foreign exchange trading (spot), the ordinary period allowed for settlement is three banking days (T+2) (including the trading day), unless otherwise agreed. By banking day is meant days on which banks in the market in question are open. The settlement period is calculated as from and including the trading date up to and including the settlement date.

## **8.3 Other financial instruments**

Special settlement deadlines and settlement rules apply to other financial instruments. These settlement rules and settlement deadlines will be stated in the separate

contracts as mentioned in item 2, subsection two, and may sometimes be stipulated in the product information that has been prepared for the individual product. For trading in non-standardised derivatives (OTC) and trading in currency and interest-rate instruments, including currency exchange, the settlement deadlines and settlement rules may be agreed on when the contract is entered into. In such cases, the settlement deadlines and settlement rules will be stated on the confirmation sent to the client once the contract has been entered into.

## **9 Reporting of services carried out – confirmation of contracts and assignments carried out**

By means of a contract note/confirmation or in some other way, ABGSC will immediately report to the client the services it has carried out or the contracts that have been entered into. To the extent that this is relevant, the contract note/confirmation will also include information on costs related to the trade carried out for the client. Apart from this, the contract note/confirmation will contain information in accordance with the prevailing law.

Confirmations that are to be signed by the client must be signed as soon as they are received and then returned to ABGSC as stated in the confirmation or as agreed in some other way with the client.

ABGSC reserves the right to correct obvious errors in the contract note or other confirmation. Such corrections shall be made as soon as the error is discovered.

The delivery of financial instruments registered in the Central Securities Depository may be confirmed by a notification of changes from the Central Securities Depository to the extent that the client has agreed with the account operator that the client is to receive such confirmations.

## **10 Complaints to ABGSC by the client**

Should the client have agreed to receive a contract note or other confirmation by e-mail or other electronic medium and the client has not received such a contract note or confirmation by the end of the next stock exchange day/banking day after the date when the contract is entered into or the expiry of the assignment period, the client must notify

ABGSC of this as quickly as possible and at the latest by the end of the second stock exchange day/banking day after the contract has been entered into or the assignment period has expired. Should the client have agreed to receive a contract note or other confirmation by ordinary post and the client has not received a contract note or other confirmation within three stock exchange days, or within seven stock exchange days for clients with a foreign address, after the contract has been entered into or after the expiry of the assignment period, the client must notify ABGSC of this as quickly as possible and at the latest by the end of the fourth stock exchange day or eighth stock exchange day respectively after the contract has been entered into or the assignment period has expired. The client must check the contract note or other confirmation immediately following receipt and must notify the relevant unit in ABGSC as quickly as possible after receipt and at the latest by the end of the next stock exchange day/banking day – if no complaint could be made during normal office hours on the date of receipt – if he wishes to allege that anything stated on the contract note/confirmation contradicts the order, assignment or trade agreed to. Should the client fail to complain as stated above, the client may be bound by such a contract note/confirmation even if this does not agree with the contract/conditions agreed on for the trade.

If the delivery to the client of financial instruments registered in the Central Securities Depository has not taken place by the settlement date and the client has made the necessary funds available to ABGSC, the client must immediately contact ABGSC and possibly give notice to ABGSC that the contract is terminated if the client wishes to invoke the delay as grounds for terminating the contract. However, the notice of termination will not have any effect if the client receives fulfilment within two stock exchange days after such a notice of termination is received. During this period, the client is not entitled to enter into an offsetting contract for ABGSC's account and risk.

“Immediately” in the previous paragraph is understood to mean the same day or – if a complaint or objection could not be submitted during normal office hours – at the latest by

the end of the next stock exchange day. The deadline is counted from the earliest of:

- the date when the client became aware or ought to have become aware that delivery had not taken place by checking the Central Securities Depository account, by using an electronic confirmation system, by information from a fund manager or in some other way,
- the date when a notification of a change from the Central Securities Depository arrived at or, according to the period taken for normal postal deliveries, ought to have arrived at the address stated by the client.

If payment to the client has not taken place by the time stipulated in the contract and the client has delivered the financial instruments in question or made these available to ABGSC, the client must, as soon as he has ascertained or ought to have ascertained that no settlement has been received, contact ABGSC and possibly give notice to ABGSC that the contract is terminated if the client wishes to invoke the delay as grounds for terminating the contract. The client may only terminate the contract if the delay is significant.

In the case of the purchase or sale of financial instruments through ABGSC, the normal rules governing the invalidity of contracts apply correspondingly to the relationship between the buyer and seller. Should the client wish to assert that a contract is not binding due to invalidity, the client must submit an objection regarding this as soon as the client becomes aware or ought to have become aware of the circumstances that are pleaded as the grounds for the invalidity. (In all cases, the objection must be put forward within six months of the contract being entered into.) Such an objection will have the effect on ABGSC that follows from the normal rules governing the invalidity of contracts.

Verbal complaints or objections must be confirmed in writing immediately to the Head of Compliance in ABGSC by mail, courier or to e-mail address [compliance@abgsc.com](mailto:compliance@abgsc.com).

A partial delivery to the client does not entitle the client to terminate the contract unless the client has expressly stipulated full delivery.

For contracts concerning trading in foreign currency (currency spot contracts), the

complaints deadlines are to be calculated on the basis of banking days and not stock exchange days.

Should the client not have complained during the period stated above, the right to complain is to be regarded as having lapsed.

### **11 Cooling-off period**

According to the Norwegian Act relating to a cooling-off period in connection with certain consumer purchase contracts, etc<sup>2</sup>, no cooling-off period applies to the services and trading in financial instruments that are covered by the General Business Terms and Conditions.

### **12 Trading abroad, including safekeeping of the client's assets**

For trading in and settlement of foreign financial instruments, reference is made to the trading rules and settlement or delivery conditions stipulated in the country or by the regulated market where the financial instruments were bought or sold. Refer also to the separate contract that must be entered into for this type of trade, cf item 2, no. 10.

Should financial instruments or client assets be stored in another jurisdiction in connection with the provision of investment services or associated services, ABGSC will inform the client of this. The client understands that his rights in connection with such assets may deviate from that which applies in Norway. The client also understands that settlement and the provision of security in foreign markets may mean that the client's assets that have been provided as settlement or security are not kept separate from the assets of the foreign investment firm and/or settlement representatives used by ABGSC. The client understands that he bears the risk relating to his own assets that are transferred to foreign banks, investment firms, clearing agents, clearing houses, etc, in the form of settlement or security, and that ABGSC's liability to the client for such assets is limited in accordance with the laws and regulations in the country in question or in the market in question. Notwithstanding, ABGSC accepts no liability other than that laid down in Norwegian law, cf item 18, unless this has been agreed upon in writing with the client.

<sup>2</sup> Act no. 105 of 21 December 2000

### **13 Breach of contract**

The client is considered to have breached his obligations under these General Business Terms and Conditions when, among other things:

1. the delivery of financial instruments or money is not effected within the agreed settlement deadline or the client fails to meet any other significant obligation under the General Business Terms and Conditions,
2. the client enters into a separate agreement with his creditors regarding a deferment of payments, becomes insolvent, enters into debt negotiations in any form, suspends payments, has bankruptcy proceedings initiated against him or is placed under public administration,
3. the client terminates his activities or substantial parts of these.

In the case of a breach of contract, ABGSC is entitled but not obliged to:

1. Declare that all unsettled trades have been breached and that assignments which have not been carried out are cancelled and terminated.
2. Exercise its right to retain security pursuant to section 12-2 of the Securities Trading Act.

According to section 12-2 of the Securities Trading Act, ABGSC is entitled to retain the financial instruments that ABGSC has purchased for the client.

Should the client not have paid the purchase price within three – 3 – days after the settlement deadline, ABGSC may, unless otherwise agreed in writing, without further notification sell the financial instruments for the client's account and risk to cover ABGSC's claim. Such a sale shall normally take place at the stock exchange price or a price that is reasonable with regard to the market's position. Should the financial instruments in question have been transferred to the client's securities account with the Central Securities Depository or another corresponding register for financial instruments, the client is regarded as having released the

financial instruments or as having authorised such a release in order for the cover sale to be carried out.

3. Realise assets other than those covered by item 2 above, and the client is regarded as having agreed to such an enforced sale through an independent broker, cf section 1-3, second subsection of the Enforcement of Claims Act.
4. Close all the positions that are subject to collateral and/or the calculation of a margin.
5. Offset all of ABGSC's receivables from the client arising from other financial instruments and/or services, including claims for brokerage, disbursements for taxes and duties, claims for interest, etc, and expenses or losses caused by the client's breach of one or more obligations to ABGSC, against any credit balance the client has with ABGSC on the date of the breach, irrespective of whether the claims are in the same or different currencies. Claims in foreign currencies are to be converted into NOK at the market rate applicable on the date of the breach of contract.
6. For the client's account and risk, take the steps ABGSC deems necessary to cover or reduce the loss or liability arising from agreements entered into for or on behalf of the client, including reversing transactions.
7. Should the client fail to deliver the agreed performance or amount, including failing to deliver the financial instruments to ABGSC at the agreed time, ABGSC may immediately purchase or borrow financial instruments for the client's account and risk in order to satisfy its obligation to deliver to the purchaser. Correspondingly, ABGSC may carry out the actions it believes necessary to reduce the loss or liability arising from the client's breach of a contract with ABGSC, including actions to reduce the risk of loss linked to changes in currency rates, interest rates and other rates or prices to which the client's trade is linked. The client undertakes to cover any loss made by ABGSC with the addition of interest on arrears and charges, if any.
8. Demand payment of all costs and losses

that ABGSC has incurred as a result of the client's breach of contract, including, but not limited to, share price losses in the case of cover sales and reverse transactions, costs incurred in connection with borrowing financial instruments, interest expenses, losses due to changes in currency rates, interest expenses, etc, and other charges for late delivery.

The provisions of the Sale of Goods Act relating to anticipatory breach, including cancellation in the case of such a breach, otherwise apply.

In the case of transactions as a consequence of a client's breach or anticipatory breach of contract, the client bears the risk, pursuant to item 13 no. 8 above, of price or market fluctuations through to the completion of the transaction, however in such a way that any gain does not accrue to the client unless the client can prove that he could have fulfilled his obligation on the settlement date and that the reason for settlement not taking place cannot be held against him. This applies regardless of whether the transaction is a cover transaction undertaken by ABGSC, or if there is a transaction made by the client once ABGSC has announced that the remedy for breach of contract will be implemented.

#### **14 Interest in the case of a breach of contract**

In the event of a breach of contract by ABGSC or the client, interest is payable at the prevailing interest rate, cf the Act relating to interest on overdue payments<sup>3</sup>, unless otherwise specifically agreed.

#### **15 Remuneration**

ABGSC's remuneration in the form of brokerage, price differences or other, possibly with the addition of charges related to trading and clearing, etc, will be subject to individual agreement

Brokerage is a commission (remuneration) that is added to or deducted from the value of the financial instruments which the client buys or sells. Brokerage is normally stated as a percentage. Up to a stated investment amount, the client pays a specific minimum brokerage. Alternatively, the remuneration may be calculated as a difference in price, ie,

<sup>3</sup> Act no. 100 of 17 December 1976

a markup on the buying price or a deduction from the sales price.

Prior to a service being provided, the client will receive more information on payment conditions and the total expenses the client is to pay for the individual financial instrument, investment service or associated service. This shall include information on commissions, charges and all the taxes and duties that are payable via ABGSC. Should it be impossible to state the expenses precisely, the basis for calculation shall be stated. In addition, it shall be stated whether there may be other charges and/or expenses that are not payable or imposed via ABGSC.

ABGSC reserves the right to deduct expenses mentioned in the first paragraph, as well as any taxes, purchase taxes, etc, from the client's credit balance.

In the event that a trade is not effected, ABGSC will not demand any remuneration unless otherwise specifically agreed.

#### **16 Administration – account administration in the Central Securities Depository (VPS)**

Unless otherwise agreed, ABGSC will not act as manager for the client in relation to the prevailing Companies Acts.

Should ABGSC have financial instruments on deposit or which it manages on behalf of the client, a separate agreement shall be entered into for this activity. ABGSC may enter into an agreement with another depository regarding the management or safekeeping of the client's financial instruments. The choice of such a depository will be made to the best of ABGSC's ability, and the client is assumed to have accepted the choice of depository unless otherwise stated in the separate management and depository agreement. ABGSC accepts no responsibility for any breach by such a depository in dealing with or managing the client's assets.

If ABGSC is to be account manager for the client's VPS account or securities account with another equivalent register, a separate agreement on this is to be entered into.

#### **17 Authorised representatives (intermediaries), managers and settlement agents**

Should the client place orders or assignments

as an authorised representative, manager, settlement agent or the like for a third party, the client and the party on whose behalf or for whom the client is acting are jointly and severally liable to ABGSC for that third party's obligations to ABGSC to the extent that the obligations are a consequence of the client's order or assignment.

Should the client make use of a manager, settlement bank or other intermediary, this must be regulated in a separate agreement. The use of such intermediaries does not exempt the end client from his responsibilities under these General Business Terms and Conditions.

#### **18 Safekeeping of clients' assets – client accounts**

ABGSC will ensure that the client's assets are held separately from ABGSC's own assets and, as far as possible, protected from ABGSC's other creditors. The client will be credited with interest accrued on his assets in accordance with ABGSC's general terms and conditions.

Assets which are being held in safekeeping for the client by ABGSC will be deposited in ABGSC's client account with a credit institution or approved money-market fund pursuant to the written consent of the client. This account may be a combined account for assets being held in safekeeping for several clients by ABGSC. Should the credit institution be wound up, the account will be covered by the rules governing the Norwegian Banks' Guarantee Fund. For deposits in credit institutions that are members of the Norwegian Guarantee Fund Scheme, a combined client account of up to NOK 2,000,000 will be covered. The client's right to claim coverage will in such cases be reduced correspondingly. Should the assets be deposited in a credit institution that is not a member of the Norwegian Guarantee Fund scheme, the cover will be stipulated in the rules governing the guarantee scheme in the country where the credit institution is a member. In such a case, too, the right to cover may be reduced.

If the client's financial instruments are registered in the Central Securities Depository (VPS) or a similar securities register, they will be transferred to the client's account with this register. Should the financial instrument

not be registered, it will be held in safekeeping by a bank or other depository. Should a register, bank or other depository become insolvent, the client's financial instruments will normally be protected as a claim kept separate from the assets of an insolvent debtor.

ABGSC accepts no liability to the client for the assets that have been transferred to client accounts with a third party (including combined accounts) provided such a third party has been chosen in accordance with prevailing law and ABGSC has otherwise complied with normal requirements of due care. This will also apply if a third party becomes insolvent or goes bankrupt. For further information on disclaimers of liability, refer to item 18.

If information is given in no other way, ABGSC will send the client an overview of the assets it is holding in safekeeping for the client each year. This does not apply if such information is included in other periodical overviews.<sup>4</sup> ABGSC may not use financial instruments that ABGSC is holding for safekeeping on behalf of the client unless otherwise separately agreed on.

For separate rules apply to trading and settlement in foreign markets, cf item 12.

## **19 Liability and exemption from liability**

ABGSC is liable to the client for the fulfilment of purchases or sales it has entered into on behalf of or with the client. However, this does not apply if the client has approved the other party as the other party to the deal in advance.

ABGSC accepts no liability for settlement if the client does not make available to ABGSC the agreed funds and/or financial instruments on or before the settlement date. Nor is ABGSC liable if an unsuitable or inappropriate service is provided as a result of the client having given ABGSC incomplete or incorrect information, cf item 5.

ABGSC accepts no liability for indirect damage or loss that the client incurs as a result of the client's contract(s) with third parties lapsing in whole or in part or not being correctly performed.

---

<sup>4</sup> Not applicable to credit institutions

Furthermore, ABGSC and its employees are not liable for the client's losses as long as ABGSC or its employees have complied with normal requirements of due care when providing advice or carrying out orders or assignments. In the event that ABGSC has used credit institutions, investment firms, clearing houses, managers or other similar Norwegian or foreign intermediaries, ABGSC or its employees will only be liable for these intermediaries' acts or omissions if ABGSC has failed to use reasonable care when selecting its intermediaries. Should intermediaries as mentioned in the previous sentence have been used on the orders or demands of the client, ABGSC accepts no liability for errors or breaches by these intermediaries.

ABGSC is not liable for loss or damage due to impediments or other factors outside ABGSC's control, including power cuts, errors in or interruptions to electronic data processing systems or telecommunications networks, etc, fires, water damage, strikes, amendments to legislation, orders of the authorities or similar circumstances.

Should a transaction be carried out in a Norwegian or foreign regulated market on the orders or demands of the client, ABGSC will not be liable for errors or breaches committed by this regulated market or any associated clearing house. The client is thus assumed to understand that the individual regulated market or individual clearing house may have stipulated separate rules governing its liability to members of the regulated market or clearing house, clients, etc., including different lesser disclaimers of liability.

ABGSC is not liable in those cases where a delay or omission is due to the settlement of money or securities being suspended or terminated as a result of circumstances outside ABGSC's control.

Limitations on ABGSC's liability in addition to those stated above may result from a separate agreement with the client.

## **20 Withholding of taxes, etc.**

When trading in foreign markets, ABGSC may be obliged, pursuant to law, regulation or a tax treaty, to withhold amounts corresponding to various forms of taxes and duties. The same may apply to trading in Norway on behalf of foreign clients.

In the event that such withholding is to take place, ABGSC may provisionally calculate the amount in question and withhold this amount. When a final calculation is available from a competent authority, any excess amount withheld as tax shall be paid to the client as quickly as possible. The client is responsible for producing necessary and correct documentation.

## **21 Termination of the business relationship**

Trades or transactions that are under settlement at the time the business relationship is terminated shall be carried out and completed as soon as possible. On termination of the business relationship, ABGSC shall arrange a final settlement in which ABGSC is entitled to offset ABGSC's receivables, including brokerage, taxes, duties, interest, etc., against the client's credit balance.

## **22 Conflicts of interest**

ABGSC will endeavour to prevent conflicts of interest from arising.

ABGSC has guidelines and rules for ensuring that ABGSC's business areas operate independently of each other so that the client's interests are satisfactorily safeguarded. ABGSC will especially place emphasis on there being satisfactory information barriers between the departments providing corporate finance activities and advisory services and other departments, and between discretionary portfolio management and the ordinary trading activities in ABGSC.

ABGSC also has a special duty to ensure that the client's interests take precedence over ABGSC's interests and over the interests of persons with direct or indirect control of ABGSC. Similarly, individual clients are not to be unfairly favoured at the expense of other clients.

Should ABGSC have a particular interest above and beyond that of ordinary earnings, for example as a result of its own positions of a certain size in the financial instruments to which the advice refers, this interest will be disclosed.

This, along with the separate confidentiality provisions which apply, may result in ABGSC's employees who have contact with

the client being prevented from using or not being aware of information that is available within ABGSC and which may be relevant to the client's investment decisions. In certain cases, the client's contact person(s) in ABGSC may not be able to provide advice on specific investments. In such cases, ABGSC may not state why it cannot provide advice or carry out a specific order.

ABGSC and its employees may have interests of their own in relation to the transactions the client wishes to make. This may be a consequence of:

1. Corporate finance or advisory services for the investment object in question,
2. the provision of guarantees or participation in underwriting syndicates,
3. market-making and other forms of trading for own account,
4. advisory services and the execution of orders for other clients,
5. unpublished investment analyses, etc, prepared by ABGSC,
6. the employees' own investments.

## **23 Provision of security**

ABGSC is a member of the Norwegian Investor Compensation Scheme in accordance with the Securities Trading Act.

The Compensation Scheme provides compensation for claims which are due to its members' inability to repay money or hand back financial instruments that are stored, administered and managed by the members in connection with the provision of investment services and/or certain additional services. Each client is covered for up to NOK 200,000.

This scheme does not cover claims arising from transactions covered by a legally enforceable money laundering conviction or clients that are responsible for or have benefited from circumstances that affect ABGSC when such circumstances have caused ABGSC's financial difficulties or contributed to a worsening of ABGSC's financial situation. Nor does the scheme cover claims from financial institutions, credit institutions, insurance companies, investment firms, securities funds and other collective management undertakings, pension

institutions and pension funds, or from any of the companies in the same group as ABGSC.

#### **24 Measures against money laundering**

On establishing a business relationship, the client shall, by providing proof of identity, document his identity and specify and document any powers of attorney or authority to represent others so that ABGSC can at all times meet its obligations pursuant to the law against money laundering. The client is aware that ABGSC is or may be obliged to provide public authorities with all relevant information related to its relationship with the client or individual transactions. This may be done without the client being informed that such information has been provided.

#### **25 Duty to provide information to the authorities, complaints body, etc**

Notwithstanding the statutory duty of confidentiality, ABGSC will furnish information on the client, the client's transactions, and the balance of the client's account, etc, to any public bodies that demand such information pursuant to prevailing law.

The client is assumed to have agreed that information which is subject to a duty of confidentiality may also be given to any regulated markets, clearing houses, etc, that request such information pursuant to laws, regulations or other rules laid down for these bodies. Similarly, the client is assumed to have agreed to such information being furnished to the Ethics Council of the Norwegian Securities Dealers Association or the Banking Complaints Board (Bankklagenemnda) if this is necessary for dealing with complaints.

#### **26 Amendments**

ABGSC reserves the right to amend the General Business Terms and Conditions. Significant amendments take effect from the date when they are notified in writing to the client. The client is regarded as having agreed to receive notification of amendments by e-mail if the client has informed ABGSC of his/her e-mail address. Other amendments come into force from the date when they are published on ABGSC's website. Amendments will not have any effect on orders, trades, transactions, etc, that are entered into or completed prior to the date when the

amendments are notified.

#### **27 Notifications, language and authorisations**

The client's written notifications are to be sent by letter, fax or, subject to agreement, by SWIFT or some other form of electronic communication. Notifications sent by fax are to be confirmed by sending the original letter unless otherwise stated in these General Business Terms and Conditions. To the extent that the client knows or ought to know of the entity in ABGSC that is the proper recipient, the notification must be sent to the entity in question and, if it is not, is not to be regarded as having been received by ABGSC. The client may communicate with ABGSC in Norwegian, Swedish, Danish or English.

When establishing the business relationship, the client shall notify ABGSC of his personal ID number/organisation number, address, telephone and fax number, any electronic addresses and any authorised representatives. The same applies to bank accounts and securities accounts in the Central Securities Depository or other corresponding register. Any changes are to be notified to ABGSC immediately in writing.

#### **28 Interpretation**

In the case of any conflict with legislation that may be waived by agreement, the General Business Terms and Conditions are to take precedence.

Should there be a reference to legislation, other regulations or these terms and conditions, this shall be understood to be a reference to the prevailing legislation, regulations and terms and conditions.

Regarding the relationship between the General Business Terms and Conditions and other agreements entered into between ABGSC and client, refer to item 2.

#### **29 Legal venue – choice of law – dispute resolution**

Disputes arising in the client-Investment Firm relationship, including disputes relating to the General Business Terms and Conditions, are to be resolved pursuant to Norwegian law, with the Oslo District Court as the (non-exclusive) legal venue. Clients with a foreign legal venue waive any right they have to

oppose a lawsuit that is related to these terms and conditions being heard by the Oslo District Court. Clients with a legal venue abroad may, irrespective of the above, be sued by ABGSC in such a legal venue should ABGSC wish to do so.

Should the client be dissatisfied with the way in which ABGSC deals with his complaint, the client is entitled to bring questions of the interpretation of the General Business Terms and Conditions and issues related to ABGSC before the Ethics Council of the Norwegian Securities Dealers Association in accordance with the ethical standards and rules for dealing with matters related to the ethical standards. In some cases, complaints may also be brought before the Banking Complaints Board. ABGSC can provide more information on complaints procedures for the individual products. Foreign clients, including Norwegians domiciled abroad, who may invoke legislation and regulations which protect them from legal action by ABGSC in relation to their obligations to ABGSC, waive such rights to the extent that this does not directly conflict with the legislation or regulations in question

### **30 Personal Data Act**

ABGSC, represented by its CEO, has the role of controller pursuant to the Personal Data Act.

Personal data will be processed in accordance with prevailing laws and regulations. The objectives of processing personal data are the execution of the contracts entered into between ABGSC and the client, administration, invoicing/settlement and the marketing of investment products and services.

Should there be a statutory duty to disclose information, personal data may be handed over to public authorities.

The client may ask for information on the kind of processing of personal data ABGSC carries out and what information is registered, cf section 18 of the Personal Data Act. The client may demand that incorrect or defective information be rectified, and that information is to be deleted when the purpose of the processing has been completed and the information cannot be used/archived for other

purposes, cf sections 27 and 28 of the Personal Data Act.

### **31 Language**

These General Business Terms and Conditions are issued in Norwegian and English versions. In the case of conflict, the Norwegian version is to take precedence.