

# GENERAL BUSINESS TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS THROUGH



Per 1<sup>st</sup> of March 2010

These general business terms and conditions (the “General Business Terms and Conditions”) have been prepared in accordance with the Norwegian Securities Trading Act of 29 June 2007 (the “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. Terms which are defined in the Securities Trading Act have the same meaning when used in these General Business Terms and Conditions.

First Securities AS 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, First Securities AS.

First Securities AS General Business Terms and Conditions are issued in Norwegian and English versions. In the case of conflict, the Norwegian version will prevail.

## 1 The services that First Securities AS is permitted to provide

### 1.1 First Securities AS has a licence to provide the following investment services:

1. receipt and transmission of orders on behalf of clients in connection with one or more financial instruments,
2. carrying out of orders on behalf of clients,
3. purchase/sale of financial instruments for own account,
4. active management of investors’ portfolios of financial instruments on an individual basis and in accordance with the investor’s mandates
5. investment advice
6. 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,

### 1.2 First Securities AS 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 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

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

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,
7. services relating to that underlying commodity derivatives and derivatives as mentioned in section 2-2, fifth subsection, no. 5 of the Securities Trading Act when these services are linked to investment services or associated services as mentioned in this provision.

### 1.3 Supervisory authority

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

### 1.4 Tied agents

An overview of First Securities AS tied agents is to be found at [www.first.no/MiFID](http://www.first.no/MiFID)  
Special rules in the Securities Trading Act apply to trading through tied agents.

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

These General Business Terms and Conditions apply to First Securities AS 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 special 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. active management,
4. trading on credit,
5. 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,
6. the borrowing and lending of financial instruments,
7. the safekeeping and management of financial instruments,
8. the entry into of interest-rate and foreign exchange contracts,
9. the entry into of contracts regarding charges and the provision of financial security,
10. trading in commodity derivatives,
11. trading and settlement, including clearing in foreign markets,
12. online trading, including the direct relay of orders to the Oslo Stock Exchange or another market place and possible programme trading.

The General Business Terms and Conditions apply in addition to separate agreements that are entered into between First Securities AS 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 market places and clearing houses where trading and

<sup>2</sup> Address: Reiverstredet 3, NO-0151 Oslo – [www.finanstilsynet.no](http://www.finanstilsynet.no)

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 individual market place or clearing house shall apply.

Furthermore, the services mentioned above in section 1.1 and 1.2 may be regulated by the 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, First Securities AS 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 Client classification**

According to the Securities Trading Act, First Securities AS 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. First Securities AS 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, First Securities AS 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, referred to as 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 section 6.3.

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 First Securities AS. Professional clients cannot invoke special rules and conditions that have been stipulated to protect retail clients.

A client may request First Securities AS to change its client classification. Information on such reclassification and on the consequences may be obtained from First Securities AS.

### **4 The client's responsibility for information given to First Securities AS, authorisations, etc**

In order to meet the Securities Trading Act's requirement that a suitability test and appropriateness test must be conducted, First Securities AS has a duty to obtain information from clients. The client is obliged to give First Securities AS 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 First Securities AS if there are any major changes in information that has previously been given.

The client acknowledges that First Securities AS 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 First Securities AS will in principle not conduct its own investigations.

Furthermore, the client acknowledges that if First Securities AS is not given sufficient information, First Securities AS 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 active 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 First Securities AS 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 First Securities AS, the client shall document such permits and authorisations. Should the client be a foreign undertaking, First Securities AS 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 First Securities AS 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 First Securities AS did not act in good faith in relation to the individual's authorisations. The client is responsible for keeping First Securities AS at all times up to date as regards who may place orders or accept a trade on behalf of the client. First Securities AS 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 pursuant to a proxy from a third party.

## 5 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 finance markets. Historical price developments and returns cannot be used as reliable indicators of future developments and returns on financial instruments. For more detailed information related to the various financial instruments and on the risk linked to trading in various financial instruments, refer to the information published on [www.first.no/MiFID](http://www.first.no/MiFID). If requested the material will be sent to the client prior to First Securities AS 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 First Securities AS 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 First Securities AS is the responsibility of the client and takes place according to the client's own discretion and decision. First Securities AS under no circumstances accepts any liability for the advice given if the client in whole or in part deviate from the advice provided by First Securities AS. First Securities AS does not guarantee any specific outcome of a client's trading.

The Client accepts that there is an inherent risk of loss in investing in and trading in financial instruments and related instruments and that First Securities AS is not responsible for any such losses.

## 6 Orders and assignments – entering into contracts

### 6.1 Placing and acceptance of orders and entry into of contracts

Orders from clients may be placed orally, electronically or in writing. Restrictions may apply to orders placed via e-mail, SMS, MSN, AOL, etc. Further information is available from First Securities AS. The order is binding on the client when it has been received by First Securities AS 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.

First Securities AS will record all conversations that are made by telephone. First Securities AS will store all documentation related to orders and indication of orders, hereunder sound recordings, pursuant to prevailing law. Sound recordings are to be stored for a 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,, among other things, the time of the call, the telephone number called and the employee who received the order. First Securities AS 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 in connection with the handling of complaints by clients, cf section 24 of the General Business Terms and Conditions. Agents and other undertakings that cooperate with First Securities AS regarding receipt and transmission of orders and indications of orders may have a duty to make sound recordings of their conversations with clients. First Securities AS has a policy not to deliver sound recordings to its clients.

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

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

### 6.2 Assignment period for orders

For orders linked to trading in transferable securities and derivatives contracts with transferable securities as underlying instruments, the order applies on the assignment date or until the market place 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 First Securities AS to buy or sell financial instruments through or to/from another undertaking has been received by First Securities AS. When First Securities AS initiates a trade, the assignment date is to be regarded as the date when First Securities AS 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 First Securities AS. However, this right will only apply to the part of the order/assignment not already executed.

### 6.3 Guidelines for executing orders

First Securities AS will endeavour to secure the client the best possible terms when carrying out received orders during the assignment period. First Securities AS 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”) must be separately approved by the client before First Securities AS carries out orders on behalf of the client. This does not apply for eligible counterparties.

First Securities AS reserves the right to aggregate the client’s orders with orders from other clients, persons or undertakings that are or are not linked to First Securities AS 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 be of disadvantage.

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

Orders from a client that normally transacts on another party’s account, 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, First Securities AS will give first priority to the party that the client represents.

#### **6.4 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 ([NOREX Member Rules](#)) apply to the relationship between the client and First Securities AS. 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 other Norwegian or foreign market places, the trading rules stipulated for the market place in question apply to the relationship between the client and First Securities AS.

#### **6.5 Cancellation of orders and sales**

According to the [Norex Member Rules](#), Oslo Stock Exchange/Oslo Axess may under certain circumstances cancel orders and transactions. Such cancellations will be binding on the client.

The same may apply in the case of the cancellation of orders and sales in other Norwegian or foreign market places.

#### **6.6 Short-selling equities**

The client undertakes to provide First Securities AS with information in the event the client places an order to sell financial instruments to which the client does not own (short sales).

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

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

For trading in Norway involving transferable securities in a regulated market, unit trust shares, 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 First Securities AS on or before the settlement date. Unless otherwise agreed on separately, First Securities AS 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 First Securities AS when the financial instruments have been received in one of First Securities AS securities accounts in the Central Securities Depository or in another securities account in the Central Securities Depository stipulated by First Securities AS.

The client undertakes to deliver the sold financial instruments to First Securities AS 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 date. Unless otherwise agreed in writing, the placing of an order to sell financial instruments or acceptance of a sales offer means that First Securities AS is authorised to request the client's account operator to release the financial instruments in question. The client is considered to have delivered physical financial instruments to First Securities AS at the time these are handed in, duly assigned, to First Securities AS office, or to another agreed place of delivery, and confirmation has been received that the financial instruments have been received or placed at the disposal of First Securities AS. The delivery of physical financial instruments must be made no later than 10.00 am (Norwegian time) on the agreed settlement date.

The client is to be regarded as having paid the purchase price to First Securities AS once the amount is credited to First Securities AS bank account, with a value date not later than the settlement date. In the event the client pays cash, by way of a confirmed cheque, a banker's draft or the like that is delivered to First Securities AS or its representative (e.g. messenger), this shall take place in such a manner that First Securities AS has the funds available with a value date no later than the settlement date.

## **7.2 Currency (spot)**

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

## **7.3 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 section 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.

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

By means of a contract note/confirmation or in some other way, First Securities AS 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 First Securities AS as stated in the confirmation or as agreed in some other way with the client.

First Securities AS 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.

## **9 Complaints to First Securities AS 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/bank day after the date when the contract is entered into or the expiry of the assignment period, the client must notify First Securities AS of this as quickly as possible and at the latest by the end of the second stock exchange day/bank 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 First Securities AS 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 First Securities AS as quickly as possible after receipt and at the latest by the end of the next stock exchange day/bank 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.

Should the delivery to the client of financial instruments registered in the Central Securities Depository not have taken place by the settlement date and the client has made the necessary funds available to First Securities AS, the client must immediately contact First Securities AS and possibly give notice to First Securities AS 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 performance within two stock exchange days after such a notice of termination is received. During this period, the client is not entitled to enter into a cover contract for First Securities AS 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.

Should payment to the client not have taken place by the time stipulated in the contract and the client has delivered the financial instruments in question or made these available to First Securities AS, the client must, as soon as he has ascertained or ought to have ascertained that no settlement has been received, contact First Securities AS and possibly give notice to First Securities AS 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 First Securities AS, 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 First Securities AS that follows from the normal rules governing the invalidity of contracts.

Verbal complaints or objections must be confirmed in writing immediately.

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 bank 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.

## 10 Cooling-off period

According to the Norwegian Act relating to a cooling-off period in connection with certain consumer purchase contracts, etc<sup>1</sup>, no cooling-off period applies to the services and trading in financial instruments that are covered by the General Business Terms and Conditions.

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

For trading in and settlement of foreign financial instruments, refer to the trading rules and settlement or delivery conditions stipulated in the country or by the market place 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 section 2, no. 11.

Should financial instruments or client assets be stored in another jurisdiction in connection with the provision of investment services or associated services, First Securities AS 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 First Securities AS. 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 First Securities AS 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. First Securities AS under no circumstances

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<sup>1</sup> Act no. 105 of 21 December 2000

accepts liability in excess of that pursuant to Norwegian law, refer to section 18, unless this has been agreed upon in writing with the client.

## 12 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 whatsoever 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 thereof.

In the case of a breach of contract, First Securities AS is, inter alia, entitled to 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, First Securities AS is entitled to retain the financial instruments that First Securities AS has purchased for the client.

Should the client not have paid the purchase price within three – 3 – days after the settlement deadline, First Securities AS may, unless otherwise agreed in writing, without further delay sell the financial instruments for the client's account and risk to cover First Securities AS 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 section 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 First Securities AS 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 First Securities AS, against any credit balance the client has with First Securities AS 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 First Securities AS 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 First Securities AS at the agreed time, First Securities AS 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, First Securities AS may carry out the actions it believes necessary to reduce the loss or

liability arising from the client's breach of a contract with First Securities AS, 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 First Securities AS with the addition of interest on arrears and charges, if any.

8. Demand payment of all costs and losses that First Securities AS 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 reversal business, 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 cover transactions as a consequence of a client's breach or anticipatory breach of contract, the client bears the risk, pursuant to section 12, no. 8 above, of price or market fluctuations through to the completion of the cover transaction, however in such a way that any gain does not devolve on 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.

### 13 Interest in the case of a breach of contract

In the event of a breach of contract by First Securities AS or the client, interest is payable at the prevailing interest rate, of the Act relating to interest on overdue payments<sup>2</sup>, unless otherwise specifically agreed.

### 14 Remuneration

First Securities AS remuneration in the form of brokerage, spread 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, 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 First Securities AS. 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 First Securities AS. This information will be available on [www.first.no/MiFID](http://www.first.no/MiFID).

First Securities AS 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, First Securities AS will not demand any remuneration unless otherwise specifically agreed.

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<sup>2</sup> Act no. 100 of 17 December 1976

## **15 Management – account management in the Central Securities Depository (VPS)**

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

Should First Securities AS have financial instruments on deposit or which it manages on behalf of the client, a separate agreement shall be entered into for this activity. First Securities AS 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 First Securities AS ability, and the client is assumed to have accepted the choice of depository unless otherwise stated in the separate management and depository agreement. First Securities AS accepts no responsibility for any breach by such a depository in dealing with or managing the client's assets.

If First Securities AS 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.

## **16 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 First Securities AS for that third party's obligations to First Securities AS 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 ultimate client from his responsibilities under these General Business Terms and Conditions.

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

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

Assets which are being held in safekeeping for the client by First Securities AS will be deposited in First Securities AS 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 First Securities AS. 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 cover 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.

First Securities AS 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 First Securities AS 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 section 18.

Should no information be given in any other way, First Securities AS 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. First Securities AS may not use financial instruments that First Securities AS is holding for safekeeping on behalf of the client unless otherwise separately agreed on.

Separate rules apply to trading and settlement in foreign markets, cf section 11.

## **18 Liability and exemption from liability**

First Securities AS 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.

First Securities AS accepts no liability for settlement if the client does not make available to First Securities AS the agreed funds and/or financial instruments on or before the settlement date. Nor is First Securities AS liable if an unsuitable or inappropriate service is provided as a result of the client having given First Securities AS incomplete or incorrect information, cf section 4.

First Securities AS 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.

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

First Securities AS is not liable for loss or damage due to impediments or other factors outside First Securities AS 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, First Securities AS will not be liable for errors or breaches committed by this regulated market or any associated clearing house. The client is thus regarded as understanding 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, that contain greater or lesser disclaimers of liability.

First Securities AS 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 First Securities AS control.

Limitations on First Securities AS liability in addition to those stated above may result from a separate agreement with the client.

## 19 Withholding of taxes, etc.

When trading in foreign markets, First Securities AS 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, First Securities AS 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 the party that is obliged to produce the necessary documentation of this and of that the documentation is correct.

## 20 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, First Securities AS shall arrange a final settlement in which First Securities AS is entitled to offset First Securities AS receivables, including brokerage, taxes, duties, interest, etc, against the client's credit balance.

## 21 Conflicts of interest

First Securities AS will endeavour to prevent conflicts of interest from arising.

First Securities AS has guidelines and rules for ensuring that First Securities AS business areas operate independently of each other so that the client's interests are safeguarded satisfactorily. First Securities AS will especially place emphasis on there being satisfactory information barriers between the departments providing advice and intermediation and other departments, and between active portfolio management and the ordinary brokering work in First Securities AS.

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

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

First Securities AS 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. advisory services or preparatory arrangements 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 First Securities AS,
6. the employees' own investments.

## 22 Provision of security

First Securities AS 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' lack of ability 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 First Securities AS when such circumstances have caused First Securities AS financial difficulties or contributed to a worsening of First Securities AS 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 First Securities AS.

## 23 Measures to combat 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 First Securities AS can at all times meet its obligations pursuant to the prevailing regulations arising from measures to combat money laundering.

The client is aware that First Securities AS 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.

## 24 Duty to provide information to the authorities, complaints body, etc

Notwithstanding the statutory duty of confidentiality, First Securities AS 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 market places, 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 if this is necessary for dealing with complaints.

## 25 Amendments

First Securities AS 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 First Securities AS of his/her e-mail address. Other amendments come into force from the date when they are published on First Securities AS 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.

## 26 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 First Securities AS 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 First Securities AS. The client may communicate with First Securities AS in Norwegian or English.

When establishing the business relationship, the client shall notify First Securities AS 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 First Securities AS immediately.

## **27 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 First Securities AS and client, refer to section 2.

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

Disputes arising in the client-First Securities AS relationship, including disputes relating to the General Business Terms and Conditions, are to be resolved pursuant to Norwegian law, with 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 Oslo District Court. Clients with a legal venue abroad may, irrespective of the abovementioned, be sued by First Securities AS in such a legal venue should First Securities AS wish to do so.

Should the client be dissatisfied with the way in which First Securities AS 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 First Securities AS 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. First Securities AS 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 First Securities AS in relation to their obligations to First Securities AS, waive such rights to the extent that this does not directly conflict with the legislation or regulations in question.

## **29 Personal Data Act**

First Securities AS, represented by its Head of Compliance, is the 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 First Securities AS 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 First Securities AS 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.