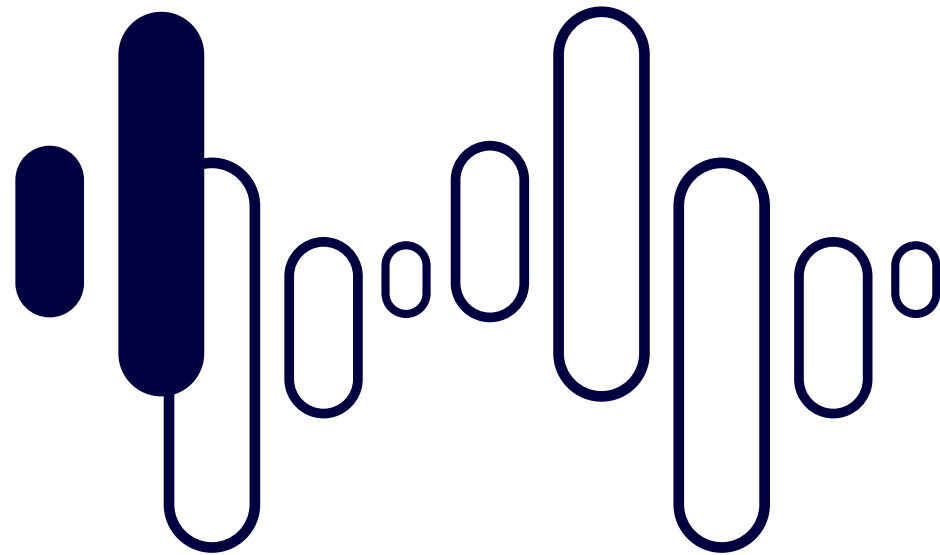


**Discretionary Portfolio
Management Service**
Specific Provisions

January 2018



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Discretionary Portfolio Management Service

1. Nature and extent of discretionary portfolio management service

1.1 These terms and conditions are applicable to discretionary portfolio management service between you and us ("Discretionary Portfolio Management Service" or "DPM Service").

1.2 These terms and conditions come into effect when you enter into an agreement for the provision of Discretionary Portfolio Management Service ("the Agreement").

1.3 When we provide Discretionary Portfolio Management Service to you, we will manage your assets in the Portfolio(s) on a discretionary basis without consulting you or obtaining your prior or subsequent consent, but in accordance with this Agreement and subject to the investment strategy agreed with you separately (the "Portfolio Management Strategy").

1.4 You have the possibility to choose from different Portfolio Management Strategies classified by various investment objectives as well as defined risk categories subject to certain defined investment restrictions. At any time we may introduce new Portfolio Management Strategies.

1.5 You may switch to a new Portfolio Management Strategy at any time by entering into a corresponding agreement subject to the terms and conditions mentioned in this Agreement.

1.6 You understand and accept that while performing the Discretionary Portfolio Management Services, we may enter into transactions with companies belonging or affiliated to us or to the Nordea Group and to invest in Financial Instruments managed, promoted, issued, placed or subscribed by companies affiliated to us or belonging to the Nordea Group provided that the transactions are done for your best interest and without undue benefit to the Nordea Group.

1.7 You understand and accept that we do not guarantee any precise result and that we have no contractual obligation to achieve a certain outcome. All investments are based on our expectations of future developments in the financial markets. These expectations may not be fulfilled. Accordingly, investments may result in a considerable loss.

1.8 We will exercise rights relating to corporate actions at our own discretion. Voting rights are not exercised unless you specifically instruct us to do so.

1.9 The yield of the portfolio is reinvested and shall be a part of the portfolio.

1.10 We may alter these terms and conditions at any time, informing you thereof pursuant to the procedure and at the time stipulated in the General Terms and Conditions.

1.11 The General Terms and Conditions and General Provisions will be applied regarding matters that are not governed by these terms and conditions.

1.12 In the event of a conflict between the General Provisions with the terms and conditions of the Discretionary Port-

folio Management Service, the terms and conditions of the Discretionary Portfolio Management Service shall prevail.

2. Investment objectives and restrictions

2.1 The investment objectives, the degree of permitted risk and restrictions are agreed in the Portfolio Management Strategy. We must observe the investment objectives and the degree of permitted risk, and comply with the investment restrictions laid down in the Agreement when investing. The maximum thresholds possibly defined with you in the Portfolio Management Strategy by type of financial assets are only indicative and, due to market fluctuations or withdrawal by you, such thresholds may be temporarily exceeded.

2.2 We shall use our best endeavours to invest the Portfolio according to the chosen Portfolio Management Strategy and within three months of having received the funds, or of you having signed the Agreement or of having entered into a new Agreement replacing the former Agreement. However, we are not obliged to adjust positions if the restrictions are violated due to changes in the market value of positions in the Portfolio or due to withdrawals.

2.3 We may define a mean of performance comparison based on your Portfolio Management Strategy and the types of Financial Instruments included in your portfolio. If applicable, such a mean of performance comparison will be described to you separately.

3. Permitted Financial Instruments and types of transactions

3.1 In accordance with and subject to the limits set out in the chosen Portfolio Management Strategy, we may:

- a) buy and sell, either on a forward basis or on the spot, lend, convert, exchange or arbitrate between different Financial Instruments, on a regulated market, on a multilateral trading facility ("MTF"), on an organised trading facility ("OTF"), on another alternative market or over the counter ("OTC");
- b) exercise or renounce to exercise subscription, conversion exchange or distribution rights in respect of the Financial Instruments;

3.2 In particular, and subject to the limits set out in the chosen Portfolio Management Strategy:

- a) We may invest in shares and bonds which are listed on a recognised stock exchange.
- b) We may place the Assets of the portfolio into collective investment undertakings and pools or other products traded on a non-regulated stock exchange (incl. over-the-counter deals "OTC") offered by us or other entities within the Nordea Group. Collective investment undertakings and pools are classified as belonging to the Asset types that we deem appropriate and to the currency in which the collective investment undertakings or pool is denominated, regardless of the currencies in which the collective investment undertakings or pool invests.
- c) We may deal derivatives such as foreign exchange deals, futures, options and options on futures. Derivatives can be

used both to minimise risks (hedging) and to increase the risk for the portfolio as a whole. For example, foreign exchange deals may be used to hedge currency exposure versus the base currency (i.e. lower currency risk), or to gain additional exposure to a currency (i.e. increase currency exposure). You acknowledge and accept that futures and options require margin payments and/or you may be exposed to calls for settlement of open positions if prices develop unfavourably. You further expressly accept that the execution of transactions in such Financial Instruments may take place on markets other than a regulated market, a MTF or a OTF.

d) Other products may consist of structured products, private equity funds, etc.

3.3 It is acknowledged that in certain market situations, securities can be highly volatile instruments. It is also acknowledged that the liquidity of a given instrument may rapidly deteriorate in certain market situations and could impair the ability to liquidate the position.

4. Withdrawals

4.1 Before making any withdrawals, you must notify us in due time regarding the size of the withdrawals. Withdrawals may cause non-compliance with the Portfolio Management Strategy defined in the Agreement.

4.2 As performance may be influenced negatively by withdrawals, the cash percentage (if any) in the Portfolio Management Strategy must reflect the expected withdrawals.

5. Provision of the service upon your death

5.1 Unless otherwise agreed in writing between us, this Discretionary Portfolio Management Service and the mandate granted by you herein in our favour for the management of your Assets shall in any case be terminated upon your death.

5.2 In accordance with our General Terms and Conditions, the Portfolio(s) will remain in the state in which it was when we became aware of the death except for transactions pending their completion.

5.3 We will, where regulatory requirements allow, operate a "care and maintenance" service through which we will continue to provide custody in respect of your Assets.

6. Liability

6.1 You agree that you will have full responsibility for transactions made by us pursuant to the Discretionary Portfolio Management Service. We will not be held liable for damages due to a decrease in value and/or prices, Losses suffered by you (no matter how significant it may be), or for any other reason whatsoever, except where it is established that such damage is the direct consequence of gross negligence or wilful misconduct by us in performing its obligations under the terms and conditions of our Discretionary Portfolio Management Service.

6.2 We shall bear no responsibility for the consequences of events beyond our control, such as force majeure, war, riot, terrorist acts, IT failures, strikes, measures taken by public or foreign authorities or consequences of changes to the laws of Luxembourg or a foreign country.

6.3 Furthermore we shall not be held liable for any depreciation suffered by you as a direct or indirect consequence of a change in the chosen Portfolio Management Strategy, in particular before the term of the investment horizon determined by us, or in case of premature withdrawals of Assets or termination of the Discretionary Portfolio Management Service prior to the agreed time horizon.

6.4 We shall not be held liable for inaccurate financial information provided to you on the basis of information provided by third parties.

6.5 The responsibility of examining the expediency of investments in relation to current tax, duty and currency legislation remains with you. We may manage the Assets without regard to your tax situation and shall assume no liability in this respect.

6.6 You understand that we may not at all time, be aware of all investment opportunities available in the financial markets.

7. Fees

7.1 Fees (e.g. the management fee and the performance fee, if any) are agreed with you in the Agreement. The fees are calculated as a percentage of your Portfolio(s) values. The value is determined as the average of end of month values during the relevant billing period. Unless agreed otherwise, fees are calculated and payable in arrears at the end of the billing period, as defined in the Agreement.

7.2 The fee rates mentioned in the Agreement do not include any taxes or duties. For example, VAT is levied on fees paid by EU residents. Such VAT – and any other tax or duty that is, or might be, imposed on the fees – will be paid by you.

7.3 We are empowered to deduct the fees as agreed above from your account, together with any applicable taxes or duties.

7.4 In case of the commencement or termination of the Discretionary Portfolio Management Service during a billing period, a pro rata fee shall be paid.

8. Suitability assessment

8.1 In order to ensure that the Discretionary Portfolio Management Service we provide to you is suitable and in your best interest, we are required to obtain certain information about you, your knowledge and experience in the investment field, your financial situation including your ability to bear losses as well as your investment objectives, including your risk tolerance. To this end, you may be asked to answer some questions related to situations describing, for example, different levels of loss/return that may occur depending on the level of risk taken, or to other relevant situations. The information provided by you will serve as a basis for assessing your attitude to risk (Investment Risk Profile) and deciding on the Portfolio Management Strategy.

8.2 You agree to provide any information we may reasonably request from time to time, in order to enable us to perform Discretionary Portfolio Management Service under these terms and conditions or comply with any laws or regulations. You acknowledge that we cannot provide you Discretionary Portfolio Management Service if you do not provide the necessary information to us.

9. Periodic assessment of suitability

9.1 Where we provide Discretionary Portfolio Management, we will provide you with a periodic assessment of suitability at least on a quarterly basis (subject to regulatory requirements). Should the Agreement authorise a leveraged portfolio, periodic assessment will be provided to you at least on a monthly basis.

9.2 We assess your Portfolio(s) at the end of each reporting period to determine whether the Assets in your Portfolio(s) remain invested in a manner which is consistent with your Investment Risk Profile and the agreed Portfolio Management Strategy. The report includes the details of the actual asset allocation of your Portfolio(s) and whether the actual allocation deviates from the Portfolio Management Strategy.

9.3 We may provide the said information separately or together with any other periodic reporting.

10. Valuation of your portfolio

10.1 The value of the portfolio shall be assessed on every Business Day. The different types of Financial Instruments shall be assessed as follows:

- a) for listed Financial Instruments, including exchange traded collective investment undertakings (i.e. ETFs), on the closing prices of the last day where the relevant market was open;
- b) for units in other collective investment undertakings (i.e. investment funds), on the latest available Net Asset Values;
- c) for unlisted Financial Instruments, on the latest available prices from market information sources deemed reliable by us;
- d) for currencies, on the latest available official foreign exchange rate fixings.

10.2 If listed Financial Instruments held in the Portfolio(s) have not been traded on the abovementioned previous Business Day or if we, due to any reason, cannot ascertain the correct value of the portfolio's investments, the assessment shall take place on the next Business Day.

11. Periodic reporting

11.1 Where we provide Discretionary Portfolio Management Service, we will provide you with a periodic statement regarding the Portfolio(s) on a monthly basis unless another frequency has been communicated to you or agreed with you (subject to regulatory requirements).

11.2 The periodic statement will include, where relevant, the following information:

- a) a statement of the contents and the valuation of the Portfolio(s), including details of each Financial Instrument held, its market value, or fair value if market value is unavailable and the cash balance at the beginning and at the end of the reporting period, and the performance of the Portfolio(s) during the reporting period;
- b) the total amount of fees and charges incurred during the reporting period, itemising at least total management fees and total costs associated with execution, and including, where relevant, a statement that a more detailed breakdown will be provided on request;
- c) a comparison of performance during the period covered by the statement with the mean of comparison (if any) agreed between us and you;
- d) the total amount of dividends, interest and other payments

received during the reporting period in relation to the Portfolio(s);

- e) information about other corporate actions giving rights in relation to Financial Instruments held in the portfolio;
- f) for each transaction executed during the period, the information included in trade confirmations.

12. Loss threshold reporting

12.1 We shall inform you where the overall value of your Portfolio, as evaluated at the beginning of each reporting period, depreciates by 10%, and thereafter at multiples of 10%. Reporting shall take place no later than the close of the next the Business Day after the day in which the threshold is exceeded.

12.2 Such reporting will be cumulative to the loss threshold reporting we must do if you are a Retail Client, when the initial value of positions in leveraged Financial Instruments or Contingent Liability Transactions depreciates by 10% in accordance with our General Provisions applicable to all investment services.

13. Inducements

13.1 When providing Discretionary Portfolio Management Services, we are not allowed to accept and retain any Inducement with the exception of acceptable minor non-monetary benefits of a reasonable de minimis value paid or provided by any third party. All other Inducements received by us will be passed on to you in full.

13.2 If we are paid Inducements in connection with the Discretionary Portfolio Management Service provided to you, the Inducements will be repaid to you. We will not assume any liability with regard to any potential tax consequence incurred by you due to the repayment of Inducements to you.

14. Risks

14.1 You acknowledge that our Discretionary Portfolio Management Service may not be suitable for all investors and that:

- a) a trading strategy investing in high risk investments over a short period of time may result in significant Losses including the loss in value of your entire investment;
- b) you should only commit sums to investments that you are willing and able to put at risk and should seek advice from us or a third party professional adviser about the level of commitment that is right for you.

14.2 You declare being fully aware that the risk of investing in certain Financial Instruments, is generally high, as their market value is exposed to many of different factors, such as the operational and financial conditions of the relevant company, growth prospects, changes in interest rates, the economic and political environment, fluctuations in foreign exchange rates, shifts in market sentiment etc. Where an investment or security is denominated in a currency other than your currency of reference, changes in exchange rates may have an adverse effect on the value, price or income of or from that investment.

14.3 You confirm that you have read and understood the Information about Risks & Financial Instruments and requested and obtained all necessary additional information that you deemed appropriate.

14.4 You are aware that any amendment to the chosen Portfolio Management Strategy during the course of this Discretionary Portfolio Management Service might lead to additional costs and may have a negative impact (e.g. affect the performance) on your objectives since these objectives may only be achieved, as a matter of principle, within the timeframe applicable to the relevant Portfolio Management Strategy.

14.5 You understand that the withdrawal of Assets from the portfolio during the Discretionary Portfolio Management Service may have a negative effect on earnings and profit returns considering that we will be obliged, as the case may be, to liquidate assets at a time when the financial market trends are not favourable and the diversification of Assets may be limited. Furthermore, we may not be able to respond immediately to a request for withdrawal of funds from you, certain investments and, in particular, shares of certain investment funds being open to redemption at long intervals.

14.6 If we decide to invest in a collective investment undertaking for you, the return which you receive on the shares or units which we invest in for you will be subject to the costs of managing and operating the relevant collective investment undertaking. In exercising our discretion, we may choose classes of shares or units which incur higher charges than others, if we think they match best your requirements.

14.7 You further recognise that the result of a management involving certain investments such as investments in investment funds is not only dependant on our management ability but also on the ability of the manager of such investment funds.

14.8 You understand that a good past performance of the portfolio does not guarantee a good performance in the future. You also understand and agree that no investment objectives or financial performances can be guaranteed, that the objectives and performances that may be defined in the Portfolio Management Strategies are subject to the uncertainties of the financial markets and that therefore a possible partial or total loss cannot be excluded.

14.9 You hereby acknowledge that in certain market situations, securities can be highly volatile instruments. You also hereby acknowledge that the liquidity of a given instrument may rapidly deteriorate in certain market situations and could impair the ability to liquidate the position.

