SWEDISH SECURITIES DEALERS ASSOCIATION

June 2017

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| Placeholder for logo and address information  Address  Telephone number | | | CUSTODY ACCOUNT AGREEMENT | |
|  |  |  | Custody account number | |
| Reference | Type of custody account | Proceeds account no., SEK | Proceeds account no., EUR | |
| Account officer | | Settlement account no., SEK | Settlement account no., EUR | |
| CLIENT  (If the Custody Account is held by multiple parties, see next page)  Extra notification address  (see next page) | Name (surname, given name) / Company name (in full) | | Personal ID/ coordination/company reg. number | LEI[[1]](#footnote-1) |
| Address (street, box, etc.) | | Mobile tel. | Telephone (residential) |
| Postal code Town/City (Country, if not Sweden) | | Country (tax domicile) | |
| Registered residential address/registered company address, if different from above | | E-mail address  🞎 The client consents to the institution providing information via email to the email address stated above and via other electronic communication (compare G2, Notices)[[2]](#footnote-2) | |
| Citizenship (all) | | Foreign tax identification no. | |
| ID VERIFICATION (to be completed by the Bank) | ID document presented  🞎Driving licence 🞎Passport 🞎ID card 🞎Other, describe | | 🞎 If client with non-Swedish tax domicile, copy of ID document has been archived | |
| ANNUAL REPORTS, ETC. | 🞎 The client requests annual reports, etc., from an issuer registered with Euroclear Sweden and in which the client holds securities recorded on the custody account. Upon request, the bank provides the client's name and address information to the issuer, who is responsible for the distribution of its own annual reports, etc. (Regarding prospectuses, etc., see the GENERAL PROVISIONS FOR CUSTODY ACCOUNTS, section B.1.4). | | | |

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| AGREEMENT | The institution and the undersigned custody account holder(s) have entered into a custody account agreement pursuant to the identified terms and conditions and price list as well as pursuant to the GENERAL PROVISIONS FOR CUSTODY ACCOUNTS, GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS, and the institution's separate "Guidelines for execution of orders and consolidation and allocation of orders" as applicable from time to time. The client has reviewed and approved the currently applicable provisions, terms and conditions, pricelist, and guidelines. The institution has confirmed the client's identity. This agreement is deemed to have been executed when signed by the client and a custody account has been opened on the client's behalf by the institution, following verification. | |
| Agreement for several persons, jointly | Unless otherwise agreed in writing, where two or more persons have jointly entered into this agreement with the institution, each and every individual shall be entitled to represent all other individuals in all respects vis-à-vis the institution. They shall be jointly and severally liable to the institution. They are hereinafter jointly referred to as the client. | |
| Power of attorney for the institution | The client hereby grants the institution a power of attorney: (1) to sign, on the client's behalf, itself or through the person appointed by the institution, transfers of shares, bonds, and other securities; and (2) to represent the client in conjunction with acquisitions/divestment of securities; and (3) to receive and issue receipts for securities and cash [; and (4) to acquire or update a Legal Entity Identifier (LEI) on the client's behalf]. The client shall reimburse the institution for the costs incurred by the institution in conjunction herewith, see section G.1. | |
| Tax domicile[[3]](#footnote-3) | The client must personally ascertain its tax domicile. For a natural person, this is customarily the country/state whose law imposes tax liability based on habitual abode (*Sw. huvudsaklig vistelse*), residence, or similar circumstance. For a legal entity, this is normally the country in which the legal entity is registered or where the enterprise is registered. | |
| Change of client information, etc. | The client hereby warrants that information provided here which is significant in respect of taxation, reporting, notice, application of this agreement, and legal rules regarding disclosure requirements, etc., are accurate and undertakes to notify the institution in writing, without delay, of any changes in this respect, e.g. relocation abroad and changes of name, telephone number, address information, citizenship, and email according to the above and overleaf. | |
| Use of client information | The client understands and accepts that the institution may have an obligation to provide information regarding the client to a third party. The client accepts that the Bank may also process the client's personal data for direct marketing purposes. | |
| Execution outside of a trading venue | The institution may execute the client's request (order) regarding trading (order) outside of a regulated market or trading facility and without competition, through contracts with another client of the institution, including companies within the same corporate group as the institution or by executing the order by trading with the institution itself or with a systematic internaliser. | |
| Pledging | As collateral for all of the client’s present and future obligations to the institution under this agreement or which otherwise arise in conjunction with the client's securities transactions, the client hereby pledges to the institution: (1) all of its securities which, from time to time, are held in or recorded on its custody account and any other client's custody account with the institution, including securities recorded on the custody account which are registered in the client's name in a book-entry system (e.g. on a VP account with Euroclear Sweden); and (2) all of the client's securities which are in any other manner transferred or submitted to, or kept in safekeeping through, the institution; and (3) all funds which, from time to time, are held on any account tied to the custody account. The client may not pledge or otherwise grant disposition over securities or funds pledged in this agreement to any third party without the institution's consent in each individual case. Such consent may normally be granted during such time as the client has no obligations to the institution which are covered by the above pledging. In addition, pledging is subject to the GENERAL PROVISIONS FOR CUSTODY ACCOUNTS, section D, PLEDGES. | |
| Complaints and revocation | The client must report: (1) any errors or defects which appear on a contract note or account statement/transaction summary from a custody account or an account; (2) that such information has been omitted; or (3) any other errors or defects in the execution of the order as per the GENERAL PROVISIONS FOR CUSTODY ACCOUNTS. The client shall immediately notify the institution thereof (complaint). Where the client wishes to request revocation of a buy or sell order, the request to do so must be communicated to the institution expressly and immediately. Failure to submit a complaint or request for revocation immediately shall result in the client's waiver of the right to demand compensation, revoke the order, or demand that other measures be taken by the institution. See also GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS. | |
| Sub-accounts[[4]](#footnote-4) | The custody account includes any sub-accounts which have been opened from time to time. The term "custody account" in this agreement thus includes any such sub-accounts unless otherwise expressly stated or clearly indicated. The "primary custody account" and "sub-account" are identified by the same number, followed by "– consecutive number". (The "primary custody account" is always designated as number 1 and the "sub-accounts" are designated by numbers 2, 3, etc.). | |
| Fees[[5]](#footnote-5) | Trading in financial instruments is subject to fees in accordance with the terms and conditions of this agreement, as well as in accordance with the price list applicable from time to time. The client hereby accepts that surcharges may also be payable pursuant to the following. Separate fees are charged for trading, clearing, or safekeeping of foreign financial instruments and for clearing of Swedish financial instruments. A separate fee may be charged for transfers of financial instruments to another institution and for conversion of financial instruments. A fee is also payable for annulment of orders and/or cancellation of execution by the institution or the marketplace in connection with impermissible order placement or trading. The institution may also charge the client for other costs which are charged to the institution by third parties in connection with the client's trading, clearing, or safekeeping of financial instruments. | |
| Modification of terms and conditions | Regarding modification of this agreement and terms and conditions, see GENERAL PROVISIONS FOR CUSTODY ACCOUNTS, section G.10 | |
| CLIENT'S SIGNATURE  (a certificate of registration must be appended for a legal entity)[[6]](#footnote-6) | City and date, client's signature, name in block letters | LoB form or W8BEN-E has been completed (applies to legal entity)   **🞎** |

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| EXTRA NOTIFICATION ADDRESS (for sending notification in addition to the client's address on the first page) | Name (surname, given name) / Company name (in full) | | |
| Address (street, box or suchlike) | | |
| Postal code Town/City (Country, if not Sweden) | | |
| CLIENT (If the custody account is held by multiple parties, see also the preceding page) | Name (surname, given name) / Company name (in full) | Personal ID/ coordination/company reg. number | LEI |
| Address (street, box or suchlike) | Mobile tel. | Telephone (residential) |
| Postal code Town/City (Country, if not Sweden) | Citizenship (all) | |
| Registered residential address, if different from above | Country (tax domicile) | |
| City, date Client's signature | Foreign tax ID number | |
| Name in block letters | |
| ID VERIFICATION (to be completed by the Bank) | ID document presented  🞎Driving licence 🞎Passport 🞎ID card 🞎Other, describe | 🞎 If client with non-Swedish tax domicile, copy of ID document has been archived | |
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| OWNERSHIP STRUCTURE (of the custody account when the custody account is held by multiple persons, see also overleaf) | 🞎The custody account holders hold equal shares in the custody account unless otherwise stated below.  🞎The custody account holders' shares in the custody account are allocated as follows: | | |
| SPECIAL TERMS AND CONDITIONS  (applicability subject to the institution's approval) |  | | |

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1. Legal Entity Identifier [↑](#footnote-ref-1)
2. The consent may have to be adapted to the medium which the institution uses to send messages to clients, i.e. via text message, internet bank, etc. [↑](#footnote-ref-2)
3. In order to satisfy FATCA and CRS requirements, the agreement must be supplemented with a certification (affidavit) regarding tax liability outside of Sweden for natural persons or legal entities. Institutions have varying routines for doing so. [↑](#footnote-ref-3)
4. NOTE. Different institutions have differing sub-account systems. [↑](#footnote-ref-4)
5. Some institutions choose, instead, to govern this issue in the custody account provisions. [↑](#footnote-ref-5)
6. Where appropriate, a legal entity must independently sign the "Certification of Treaty Benefits, Limitation on Benefits (LoB)" form in accordance with the institution's agreements regarding Qualified Intermediary (QI) with the IRS in the United States. IRS form W-8BEN-E may also be used. Institutions have varying routines for doing so. [↑](#footnote-ref-6)