|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SWEDISH SECURITIES DEALERS ASSOCIATION  (June 2017) | | | TRADING AGREEMENT | | | | | Client number |
| Client manager |
|  |
| CLIENT | Company name (complete name)/ Name (surname, given name) | | | | | LEI[[1]](#footnote-1) | | Company reg./ personal ID/ coordination number |
|  | | | | | | |  |
| Address (street, box, etc) | | | | Foreign tax identification no. | | | Mobile tel. |
|  | | | |  | | |  |
| Postal code | Town/city | | | Country, if not Sweden | | | Telephone, residential (including area code) |
|  |  | | |  | | |  |
| Country (tax domicile) | | | | Citizenship (all) | | | |
|  | | | |
| 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][[2]](#footnote-2) |
| AGENT | Agent name (surname, first name) | | | | | | Mobile tel/Telephone, daytime (incl. area code) | |
|  | | | | | |  | |
| Payment instructions | Bank BIC code | | | Account number, incl. clearing number IBAN-number | | | | |
| Delivery instructions | Institution BIC code | | | Custody account number VP account (if no custody account) | | | | |

|  |  |
| --- | --- |
| Agreement | The institution and the undersigned client(s) have entered into an agreement regarding trading in Swedish and foreign financial instruments pursuant to the identified terms and conditions and price list as well as the 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, price list and guidelines. In conjunction therewith, the client's attention has been specifically directed to the provisions in the General Terms and Conditions for Trading in Financial Instruments regarding the client's obligation to deliver relevant financial instruments in conjunction with sale and relevant funds in conjunction with purchase, as well as the parties' rights to various types of measures in the event the other party does not satisfy its delivery or payment obligations. The client is further bound by terms and conditions in order documentation, terms and conditions of contract notes prepared by the institution, and rules adopted by the institution, the Swedish or foreign issuer, trading venue, clearing organisation, or central securities depository. The client is obligated to remain informed of, and comply with, the aforementioned terms and conditions and rules. The institution has confirmed the client's identity. This agreement is deemed to have been executed when signed by the client. This agreement does not apply to trading in derivative instruments which are not traded over a clearing account, nor shall it apply to securities loans. |
| Fees and taxes[[3]](#footnote-3) | Commissions and any fees in respect of a request (order) from the client regarding execution of trading (order) outside of a regular market are payable pursuant to information provided by the institution to the client at the time of execution of this agreement or later in the manner set forth below under "Modification of terms and conditions". 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.  The client is responsible for any taxes and other charges which, pursuant to Swedish or foreign law, are to be paid due to orders which the institution executes on behalf of the client under this agreement. |
| Payment and delivery | Financial instruments or cash which the institution has received in connection with the execution of orders on behalf of the client for forwarding to the client (or the party designated by the client) shall be delivered or paid pursuant to the client's instructions when the client has satisfied its obligation to deliver or pay as a consequence of the order in question. However, the institution shall be entitled to withhold the financial instruments or cash in the event the institution has a due and payable claim against the client, e.g. as a result of another order which the institution executed on behalf of the client. In the event the institution has mistakenly delivered financial instruments or paid cash to the client (or the party designated by the client) to which the client was not entitled, the client shall ensure that the financial instruments or cash in question are promptly returned to the institution. |
| Set-off of obligations | In the event any of the parties is placed into bankruptcy or where company reorganisation is ordered pursuant to statues applicable from time to time, all outstanding obligations between the parties arising from trading in financial instruments shall be settled through final settlements as of the day on which such event occurs. Any amount which cruised either party following such final sentiment shall be immediately due and payable. |
| Execution outside of a trading platform | The institution may execute the client's order outside of a regulated marketplace or trading platform 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. |
| Tax domicile [[4]](#footnote-4) | The client must personally ascertain their tax domicile. For a legal entity, this is normally the country in which the legal entity is registered or where the company/board of directors has its registered office. For a natural person, this is customarily the country/state whose law imposes tax liability based on habitual abode (*Sw. huvudsaklig vistas*), residence, or similar circumstance. |
| Change of client information | 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, changes of name, telephone number, address information, citizenship, and email as compared with the [preceding page and] overleaf. |
| Pledging | As collateral for all of the client’s present and future obligations to the institution in connection with orders under this agreement or which otherwise arise in conjunction with the client's transactions in financial instruments, the client hereby pledges to the institution: (1) all of its r financial instruments over which the institution has control from time to time in connection with the order; (2) all of the client's financial instruments which are in any other manner transferred or submitted to, or held in safekeeping through, the institution; and (3) all of the client's claims which are attributable to orders as per this agreement. |
| Complaints and revocation | See GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS. |
| Modification of terms and conditions | Modification of these provisions and the GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS or of the institution's fees shall be binding on the client commencing two months after the date on which the client is deemed to have received notice of the modification in accordance with "Notices" below. In the event the client does not accept the modification, the client shall be entitled, within the aforementioned time, to terminate this agreement in accordance with its provisions. |
| Termination | Either the institution or the client may terminate the agreement in writing thirty business days after sending notice of termination to the other party by ordinary post. Upon termination of the agreement, the parties shall immediately settle all of their obligations pursuant to these provisions. However, the agreement shall remain in force in pertinent part until a party has satisfied all of its obligations to the other party. Moreover, both the institution and the client shall be entitled to terminate orders which have not yet been executed as per these provisions in respect of a specific financial instrument on the same terms and conditions as now stated.  Notwithstanding the provisions of the preceding paragraph, a party may terminate the agreement with immediate effect where the other party has committed a material breach of contract. In conjunction herewith, each breach of contract which was not cured as soon as possible following a demand to do so shall be deemed a material breach of contract. The institution may also terminate the agreement with immediate effect in the event of changes in respect of the client's tax domicile which entail that the institution is no longer able perform its obligations on the customer's behalf in respect of tax or where performance of such an obligation is significantly impeded. |
| Notices | The institution shall be entitled to provide information to the client via email to the email address provided above by the client [and other electronic communication] when the institution deems that provision by email [or other electronic medication] is appropriate. See GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS otherwise regarding notice[[5]](#footnote-5). |
| Limitation of liability | See GENERAL TERMS AND CONDITIONS FOR TRADING IN FINANCIAL INSTRUMENTS. |
| Applicable law and disputes | The interpretation and application of these terms and conditions, the 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" shall be subject to Swedish law. |
| Electronic contract note | The client consents to the institution's electronic transmission of information corresponding to that which is set forth on a contract note. |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | |
| ID verification |  | Driving licence |  | Passpprt |  | ID card |  | Other: |
| SIGNATURES  For a legal entity, the current certificate of registration and a certified copy of acceptable ID documentation for the authorised signatory and any agent must be attached.  For a natural person, a certified copy of acceptable ID documentation must be attached. | Town/city and date | | | | | | | |
|  | | | | | | | |
| Client's signature | | | | Name in block letters | | | |
|  | | | |  | | | |
| Town/city and date | | | | | | | |
| The institution's own notations | Proposed trading limit | | | | Granted - initials | | | |
| Client manager's signature | | | | Approved – initials | | | |
| LoB form (to be completed by each legal entity) | □ LoB form or W8BEN-E has been completed[[6]](#footnote-6). | | | | | | | |

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. Institutions may have different routines for doing so. [↑](#footnote-ref-2)
3. See section 13 of the Swedish Contractual Provisions Act. [↑](#footnote-ref-3)
4. 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-4)
5. 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. Institutions have varying routines for this. [↑](#footnote-ref-5)
6. Refers to "Certification of Treaty Benefits, Limitation on Benefits" as per the QI treaty with the US tax authority, the IRS. IRS form W-8BEN-E may also be used. Institutions have varying routines for doing so. [↑](#footnote-ref-6)