

Conditions for OneTrader – Corporate

Effective from April 2014

These Conditions apply to trading undertaken through OneTrader.

OneTrader is an online trading portal operated by Danske Bank which allows you to trade with Danske Bank over the internet. Your Business eBanking Agreement, including the Module Description and User Authorisation states what financial instruments you may trade.

To use OneTrader you must enter into a Business eBanking Agreement with Danske Bank. These Terms and Conditions form part of the Business eBanking Agreement and shall apply in addition to the Special Terms and Conditions for Business eBanking. In the event of a conflict between these Terms and Conditions and the Special Terms and Conditions for Business eBanking, these Terms and Conditions shall prevail.

Chapter 1 – describes how to trade through OneTrader.

Chapter 2 – contains additional terms and conditions applicable to trading through OneTrader.

Danske Bank A/S (trading as Danske Bank) is authorised by The Danish FSA in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules.

Chapter 1 – How to trade

1.1. Before you trade

Transactions undertaken through OneTrader are subject to the terms applicable at the time of trading to the type of transaction concerned. Danske Bank is counterparty to any transaction traded through OneTrader.

To trade in derivatives products you must have entered into a Master Agreement for Currency and Derivatives Trading with Danske Bank including, where relevant the Terms and Conditions for Currency and Derivatives Trading and Risk Disclosure Statement. The Master Agreement applies to all foreign currency and derivatives transactions that you enter into with Danske Bank.

You agree separately with Danske Bank which types of transactions the user can enter into through OneTrader. These transaction types will be stated in the User Authorisation.

OneTrader is open for enquiries, orders and trading on weekdays between 4am and 9pm [Central European Time].

Danske Bank A/S is a plc registered in Copenhagen, CVR-no. 61126228, at the Danish Business Authority. Registered branch in Ireland Company No. 905623 with office at 3 Harbourmaster Place, IFSC, Dublin 1. Registered office in Denmark: 2-12, Holmens Kanal, DK-1092, Copenhagen K, Denmark.

1.2. Price enquiries

Danske Bank quotes prices in OneTrader, including foreign exchange rates, interest rates and premiums. All prices quoted by Danske Bank are indicative. Danske Bank may, at its own discretion, change prices at any time and without notice (indicative prices).

If you want to trade at a price quoted by Danske Bank in OneTrader, you must send an enquiry to Danske Bank. Danske Bank can, but is not obliged to, quote a price at which it is willing to trade (tradable price).

A quote is not an offer to you to trade at the quoted price. Nor is it a solicitation to send Danske Bank an order at the price quoted¹.

1.3. Trading

You may place an order either on the basis of the indicative price or on the basis of the tradable price that Danske Bank has quoted upon enquiry. An order can be a limited order or any other transaction in OneTrader.

You may place a limit on your order if you want to buy or sell at a specific price.

Details of all Danske Bank A/S directors can be viewed at its registered offices.

Danske Bank may decide that your limit order may be partially executed. Under certain circumstances it can be executed at deviating prices even during the period that the order is “active”.

Danske Bank may decide to reject or accept your limited order. If and when we accept your order and its acceptance appears explicitly in OneTrader, a binding order has been entered into.

A limited order will appear as “unaccepted” in OneTrader until Danske Bank has accepted it. When the bank has accepted the order it will appear as “active”.

When the bank has accepted your limited order and it has been traded it will appear as “filled”. Any other transaction in OneTrader which has been traded and accepted by the bank will appear as “completed”.

You may set an expiry date for your limit order.

If you have set an expiry date for your limit order, the order will lapse if no trades have been entered into with Danske Bank at expiry.

When we have received your order and accepted it, you are bound by it. You may, however, cancel your order. Your cancellation

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will not be effective until the order appears as “preparing” in OneTrader.

Until the order is “preparing” and thereby appear as deactivated for the bank, we may trade on the basis of the order.

1.4. Contract note

Danske Bank will send you a contract note for executed trades.

Chapter 2 – Other terms and conditions.

2. 1. General

OneTrader must be used only for commercial purposes only. The information Danske Bank makes available for you and your users, including price information, is solely for your own use.

2.2. Responsibility and liability

2.2.1. Your responsibility

The Terms and Conditions for Business eBanking setting out your responsibility for use of Business eBanking apply to your use of OneTrader.

2.2.2. Danske Bank’s responsibility

In addition to the terms and conditions for Business eBanking setting out Danske Bank’s responsibility regarding Business eBanking,

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Danske Bank monitors the activities in OneTrader and endeavours to maintain reasonable security measures to prevent unauthorised persons from gaining unauthorised access to OneTrader and data processed through OneTrader. Danske Bank is, however, in no way responsible for

- unauthorised persons attempting to or succeeding in obtaining access to OneTrader or data processed through OneTrader.
- unauthorised monitoring or collection of traffic or data, or
- unauthorised intentional attacks against OneTrader resulting in breakdowns or reduced accessibility.

2.3. Notices

Notices about the use and administration of OneTrader must be sent to Danske Bank by post or e-mail to the following address:

Danske Bank
3880 e-trading
Holmens Kanal 2-12, DK-1092 København K
e-trading@danskebank.dk

Danske Bank sends all written notices to you to the postal address stated in the Access Agreement or to another postal address or e-mail address that you have asked Danske Bank

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to use in writing. Danske Bank may also notify you through Business eBanking.

2.4. Intellectual property rights

You accept that the name OneTrader and the contents of OneTrader are or may be subject to copyright, database rights or other intellectual property rights and that all rights, property rights and interests in OneTrader belong to Danske Bank and its sub-contractors and other third parties.

Any violation of the use of knowhow and related data when using OneTrader may constitute infringement of immaterial property rights.

2.5. Personal data

You accept that in accordance with the Data Protection Acts 1988 - 2003 on the processing of personal data, Danske Bank will use personal data on the users when registering them as users of OneTrader. Danske Bank may, through OneTrader, collect data about a user's IP address and time of log-in, the business communication between the users and Danske Bank and other data that Danske Bank considers relevant to ensure the appropriate operation of OneTrader.

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2.6. Termination

You, and Danske Bank, may terminate the One Trader service by giving at least 14 days' notice in writing. When the notice period expires, all access to OneTrader for administrator and users lapses. Danske Bank may terminate the access to One Trader without notice if you are in breach of the Access Agreement, including these Conditions, or the Master Agreement for Currency and Derivatives Trading or other contracts with Danske Bank.

Termination of your Master Agreement for Currency and Derivatives Trading also terminates your access to One Trader for the relevant products.

2.7. Changes to conditions

Danske Bank may at any time change these Conditions without notice. In case of material changes, we will notify you in reasonable time - either by letter, by e-mail or through Business eBanking.

The terms applying to OneTrader are available at www.danskebank.dk.

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2.8. Expansion of product range

Danske Bank may at any time expand or limit the range of products offered through OneTrader. If you want to trade new products, you must enter into a new Business eBanking Agreement with Danske Bank.

2.9. Governing law

These Conditions are governed by Irish law and is subject to the jurisdiction of the courts of Ireland.

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