

# Terms and Conditions for OneTrader - London Branch

Effective from March 2014

These terms and conditions (the “OneTrader Conditions”) apply to trading through the OneTrader trading interface (“OneTrader”). OneTrader is an online trading portal operated by Danske Bank A/S which allows You to trade with Danske Bank A/S, London Branch (“Danske Bank” or “we”).

To use OneTrader, You must enter into a Business Online Agreement with Danske Bank which gives you access to OneTrader, and Your use of OneTrader will be subject to the terms of such Business Online Agreement. Your Business Online Agreement will specify the financial instruments that You may trade through OneTrader.

These OneTrader Conditions are part of Your Business Online Agreement and terms defined in the Business Online Agreement (or in documents which form part of Your Business Online Agreement) shall have the same meanings when used in these OneTrader Conditions. Where any term of Your Business Online Agreement is inconsistent with these OneTrader Conditions, then the OneTrader Conditions will apply to the extent of that inconsistency in relation to OneTrader only.

Danske Bank A/S, London Branch is authorised by the Danish Financial Supervisory Authority (Finanstilsynet) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details on the extent of our regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request. Member of the London Stock Exchange.

Chapter 1 of these OneTrader Conditions describes how to trade through OneTrader.

Chapter 2 of these OneTrader Conditions contains other terms and conditions applicable to trading through OneTrader.

## Chapter 1 - How to trade

### 1.1. Before You trade

Transactions through OneTrader are subject to the terms applicable at the time of trading to the relevant type of transaction.

Danske Bank is the counterparty to any transaction traded through OneTrader.

To trade through OneTrader You must have entered into an ISDA Master Agreement with Danske Bank. This ISDA Master Agreement will apply to all foreign currency and derivatives transactions that You enter into with Danske Bank, including those entered into through OneTrader. In addition, Danske Bank may require further documentation to be entered into (e.g. a mandate in respect of each User who is to trade through OneTrader).

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

OneTrader is open for enquiries, orders and trading on business days between 4am and 9pm (Central European Time). Business days for this purpose are days (other than Saturdays and Sundays) on which commercial banks in London and Copenhagen are open for general business.

### 1.2. Price enquiries

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

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

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A quote (whether an indicative price or a tradable price) 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 quoted.

### 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 limit order or any other transaction placed through OneTrader.

You may place a limit on Your order (a “limit order”) if You want to buy or sell at a specific price.

Danske Bank may decide that Your limit order may be partially executed or (in certain circumstances) executed at different prices during the period that the order is “active”.

Danske Bank may decide to reject or accept Your order. If and when we accept Your order (and such acceptance is confirmed in OneTrader by the order appearing as “active” or as “completed”, as applicable), a binding agreement has been entered into.

A limit order will appear as “unaccepted” in OneTrader until Danske Bank accepts it. If and  
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when Danske Bank accepts the limit order, it will appear as “active”.

When Danske Bank accepts Your limit order and it has been traded it will appear as “filled”. Any other transaction in OneTrader which has been traded and accepted will appear as “completed”.

You may set an expiry date for Your limit order.

If You 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, be able to cancel Your limit order if it has not already been traded. Your cancellation will not be effective until the limit order appears as “preparing” in OneTrader and in the meantime Danske Bank may trade on the basis of such limit 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

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OneTrader must be used only for commercial purposes. The information Danske Bank makes available for You and Your Users is for Your use only.

### 2.2. Responsibility and liability

#### 2.2.1. Your responsibility

The terms and conditions which apply to Your Business Online Agreement (including, in particular, the Special Terms and Conditions for Business Online) apply.

#### 2.2.2. Danske Bank’s responsibility

In addition to the terms and conditions which apply to Your Business Online Agreement (including, in particular, the Special Terms and Conditions for Business Online) Danske Bank will monitor the activities in OneTrader and will endeavour 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 to data processed through OneTrader,
- unauthorised monitoring or collection of traffic or data, or

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- 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  
Denmark  
e-trading@danskebank.dk

with a copy to:

Danske Bank A/S, London Branch  
75 King William Street  
London EC4N 7DT  
Attention: Credit Department

Danske Bank will send 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 to use in writing. Danske Bank may also send You notices through Business Online.

### 2.4. Intellectual property rights

Danske Bank A/S, London Branch is authorised by the Danish Financial Supervisory Authority (Finanstilsynet) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details on the extent of our regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request. Member of the London Stock Exchange.

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 intellectual property rights.

### 2.5. Personal data

You accept that, in accordance with the Data Protection Act 1998, 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.

### 2.6. Termination

You, or Danske Bank, may terminate Your access to OneTrader by giving at least 14 days' notice in writing. On expiry of such notice

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period, all access to OneTrader for Your Administrator(s) and User(s) will cease.

Danske Bank may terminate Your access to OneTrader without notice if You are in breach of any term of the Business Online Agreement, including these OneTrader Conditions, or Your ISDA Master Agreement or any other contract with Danske Bank.

Our specifying an "Early Termination Date" in respect of all transactions entered into under Your ISDA Master Agreement will also terminate Your access to OneTrader.

The Special Terms and Conditions for Business Online specify how Your Business Online Agreement may be terminated.

### 2.7. Changes to OneTrader Conditions

Danske Bank may at any time change these OneTrader Conditions in accordance with the terms of Your Business Online Agreement.

The terms applying to OneTrader are available at [www.danskebank.dk](http://www.danskebank.dk).

### 2.8. Expansion of product range

Danske Bank may at any time expand or limit the range of products offered through

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OneTrader. If You want to trade new products,  
You must enter into a new Business Online  
Agreement with Danske Bank.

### **2.9. Governing law**

These OneTrader Conditions are governed by  
English law and You submit to the jurisdiction  
of the English courts.