

# Conditions for OneTrader – Corporate

Effective from April 2014

These Conditions apply to trading through OneTrader.

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

To use OneTrader you must enter into a Business Online Agreement with Danske Bank. These Conditions are part of the Business Online Agreement and prevail should they be contrary to the terms and conditions for Business Online.

Chapter 1 – describes how to trade through OneTrader.

Chapter 2 – 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 type of transaction.

Danske Bank is your counterparty to any transaction made through OneTrader.

To trade in derivatives products you must have entered into a Master Agreement on Trading in Foreign Currency and Derivatives with Danske Bank. The Master Agreement applies to all foreign currency and derivatives transactions that you enter into with Danske Bank.

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

The parties agree that the following provisions of the Danish Act on electronic trading: section 10 on disclosure, section 11 (1) on technical support and section 12 on confirmation, will not apply.

OneTrader is open for enquiries, orders and trading on weekdays between 4am and 9pm.

### 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 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 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.

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 the bank 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 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, Danske Bank 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. 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 for Business Online apply.

#### 2.2.2. Danske Bank’s responsibility

In addition to the terms and conditions for Business Online 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 Business Online Agreement or to another postal address or e-mail address that you have asked Danske Bank to use in writing. Danske Bank may also notify you through Business Online.

### 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 Danish Act 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. You undertake to inform all users of One Trader about the Bank's handling of this data.

## 2.6. Termination

You and Danske Bank may terminate the Access Agreement 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 Business Online Agreement regarding OneTrader without notice if you are in breach of the Master Agreement on Trading in Foreign Currency and Derivatives or other contracts with Danske Bank.

Termination of your Master Agreement on Trading in Foreign Currency and Derivatives also terminates your Business Online

Agreement regarding OneTrader 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, e-mail or in Business Online.

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 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 Conditions are governed by Danish law and any disputes must be settled at the Copenhagen City Court.