

TERMS AND CONDITIONS FOR CLIENT CLEARING SERVICES

Applicable from June 2013

These terms and conditions apply to clearing of OTC derivative transactions (in the following “Cleared Transactions”), where Danske Bank (in the following the “Bank”) acts as clearing broker for you. We call the services provided in this regard for Clearing Services.

The Clearing Services are provided in respect of agreed clearing houses and in respect of the products accepted and as notified by the Bank from time to time.

1. Before Clearing Services are commenced

In order to receive Clearing Services from the Bank you must enter into a Client Clearing Service Agreement (the “CCSA”), regulating the Clearing Services, and Client Clearing Documents (as referred to in the CCSA) regulating the terms of your transactions with the Bank.

In addition, you need to enter into appropriate give-up documentation before entering into OTC derivative transactions with the Bank or

third parties that are subject to clearing with the Bank.

The Clearing Services provided and reflected in the documentation are intended to comply with Regulation (EU) No. 648/2012 on OTC derivatives, central counterparties and trade repositories and any delegated instruments there under (hereafter together “EMIR”).

The Client Clearing Documents entered into by you in respect of a clearing house apply to all transactions the Bank clears for you in respect of that clearing house.

The Bank has a duty in accordance with Directive 2004/39/EC on markets in financial instruments (hereafter “MIFID”) to categorise the customers to whom Clearing Services are provided into three categories. The three categories are:

- eligible counterparties (other banks, pension companies, insurance companies, etc.);

- professional clients (generally large corporate clients); and
- retail customers (all other clients).

The grouping into the three categories is based on objective criteria, and the grouping determines the degree of protection you will enjoy. In other words, it determines which information and advisory services you are entitled to receive from the Bank. Retail customers enjoy the most protection, professional clients do not have as much protection and eligible counterparties are generally not subject to client protection.

It is possible in some cases to change the assigned client category. If you wish to do so, please contact the Bank. You can find your assigned client category in the CCSA.

In accordance with EMIR you must be categorised either as a financial counterparty (other banks, pension companies, insurance companies, a.o.) or a non-financial counterparty (undertakings established in the

Union other than CCPs, trade repositories or financial counterparties as defined in EMIR) or as a customer outside those categories (mainly private individuals).

It is your own responsibility at any time to assess which EMIR category you belong to and to inform the Bank of any such categorisation. If you are a non-financial counterparty you must immediately notify us if you become (or cease to be) subject to a clearing obligation pursuant to EMIR.

2. Clearing

The Bank acts as clearing broker when it provides Clearing Services to you. The relevant Client Clearing Documents set out the terms under which clearing takes place in respect of the relevant clearing house.

The Bank has no obligation to clear any transaction for you, and may at any time and at its own discretion reject to clear a transaction unless otherwise specifically agreed.

Notwithstanding anything to the contrary in the CCSA, the Bank is in no event obliged to clear a transaction if,

- an event of default or potential event of default, a termination event or other similar event, howsoever described in the relevant Client Clearing Documents, has occurred;
- a termination notice has been delivered in respect of the CCSA and/or the Client Clearing Documents; or
- hindered or delayed due to impossibility or illegality, including but not limited to operational failures or disruptions of the electronic messaging system as relevant, closure of the relevant clearing house or other technical or practical breakdowns.

The Clearing Services are offered within the Bank's opening hours for Clearing Services as determined and notified by the Bank from time to time.

In order to receive the clearing services of the Bank you need to be able to communicate with the Bank through electronic messaging systems or other means as set forth by the

Bank. You are responsible for your own access to any such electronic messaging systems or other means.

The Bank is entitled to record telephone conversations. Such recordings may serve as proof of transactions that have been cleared.

3. Fees and other costs

The Bank charges you for the Clearing Services provided.

The fees are notified by the Bank. Fees are payable upon demand.

The Bank may supplement and amend its fees on an annual basis with a 90 calendar days' written notice (the "Price Notice Period"). You must inform the Bank within 30 calendar days after having received the notice if you do not want to accept the supplemented and amended fees. If you do so, the Clearing Services will terminate at the end of the Price Notice Period.

The Bank may without notice charge you for any costs or fees imposed on the Bank by a clearing house in respect of the Cleared Transactions with the addition of VAT if relevant.

The Bank has a right to impose increased costs related to its offering of Clearing Services to you without notice if such increase is caused by (i) changes in the regulatory environment applicable to the Bank or (ii) changes as set out under section 8.

4. Payment and delivery

Except as set out in section 3 above, payments and deliveries in respect of a Cleared Transaction will take place as specified in the Client Clearing Documents.

You shall hold with the Bank a custody account and a transaction cash account for each currency traded under the Cleared Transactions.

The terms of such accounts are documented separately. However, notwithstanding anything

to the contrary in the documentation, investment funds may only use the Transaction Cash Account(s) and the Transaction Custody Account(s) for the Clearing Services.

All payments, including payments of the fees described in section 3 above, will be made through your transaction cash accounts with the Bank as set forth in the CCSA.

All deliveries will be made through your custody accounts with the Bank as set forth in the CCSA.

You authorise the Bank to transfer or cause to be transferred in the Bank's discretion at any time any cash and securities from, between or among the Transaction Custody Account(s) and Transaction Cash Account(s) which you have with the Bank and as specified in the CCSA or other accounts within the Bank, if in the Bank's judgment such transfer may be required to fulfill or reduce a margin call, eliminate or reduce any debit balance or otherwise satisfy any obligation owing to the

Bank, in relation to the Cleared Transactions and the Clearing Services.

You also authorise the Bank to charge the costs accrued in respect of the Cleared Transactions and the Clearing Services, to your Transaction Cash Account(s). Unless otherwise explicitly agreed you are required at any time to hold cash and securities at the Transaction Cash Account(s) and the Transaction Custody Account(s), respectively, to meet the payment and delivery obligations to be made via such accounts.

If a transfer or charge as described is in a currency different from the currency of the cash and securities held on your Transaction Custody Account(s) or Transaction Cash Account(s), you authorise the Bank at any time (prior to the above mentioned transfer) to exchange amounts at the market rate with the usual client margins.

5. Registration, confirmation, reporting and regular information

The Bank will register the Cleared Transactions between you and the Bank.

Unless we have agreed otherwise, we will send you a written or electronic confirmation of Cleared Transactions concluded. You must notify us in writing immediately if such confirmation contains incorrect data. If you fail to do so within one business day of receipt of such confirmation, it will be deemed to be correct, complete and confirmed by you.

If it becomes necessary, we may at any time ask you to sign and return to us a copy of the confirmation notice or to reconfirm the agreement in other ways.

Unless otherwise agreed, notices according to which transactions are given up and accepted for clearing shall take place using the relevant electronic messaging system or other means designated by the Bank.

If you are a financial counterparty or a non-financial counterparty you must, to the extent required under EMIR, report within one business day the details of all Cleared Transactions to a trade repository. The reporting requirement applies each time a transaction is concluded, modified or terminated.

We may undertake to report on your behalf (where relevant using designated third party providers) all or some of your Cleared Transactions with us to a trade repository. Reporting will be subject to a fee separately agreed between you and the Bank.

The Bank is not liable for any loss incurred by you that arise out of or in connection with our reporting of transactions on your behalf, unless in accordance with the governing law of the CCSA and only to the extent such losses are caused by fraud, willful default or gross negligence.

The Bank provides information to you in respect of the Cleared Transactions via

Business Online, email or in any other way determined by the Bank.

Access to Business Online is documented separately.

6. Levels of segregation

You are required to choose whether you want your assets and positions to be registered on an individual segregation account ("ISA") or omnibus segregation account ("OSA") for each relevant clearing house. Your choice of account is set out in the CCSA.

The level of protection in respect of the two types of accounts differs from each other as described below:

On an ISA the assets and positions related to your Cleared Transactions are separated from both the assets of the Bank and the assets of all other clients.

On an OSA the assets and positions related to your Cleared Transactions are only separated from the assets of the Bank and the assets of

other clients who's assets and positions are not included in the relevant OSA.

The costs associated with each type of account are set out in the Client Specific Documents.

7. Margin and collateral requirements

The Bank determines a margin requirement in respect of any Cleared Transaction or portfolio of Cleared Transactions. At the Bank's request you are required to provide collateral as set out in the Client Clearing Documents.

Collateral will be segregated at the clearing house in accordance with your choice of account (ISA or OSA). The collateral will be handled in accordance with the requirements set out in EMIR.

Collateral posted will accrue interest as agreed in the relevant Client Clearing Documents. Interest payable will be credited to the relevant transaction cash account.

8. Actions by the clearing house that affects you

If a clearing house takes any action which affects a Cleared Transaction (including but not limited to amendments of the Client Clearing Documents, or the relevant rulebook of the clearing house) or imposes increased costs or fees on the Bank in relation to the transactions between the Bank and the clearing house, the Bank may take any action with respect to the Cleared Transactions between you and the Bank which the Bank in its sole discretion considers reasonable to correspond with such action and/or to mitigate any loss incurred by the Bank as a result of such action. Any such action taken by the Bank shall be binding upon you.

Notwithstanding anything agreed to the contrary if a clearing house imposes credit or transaction limits on the Bank, the Bank may, without notice and in its sole discretion, reduce your clearing limits (if any) and/or place conditions on the Clearing Services.

You acknowledge that as specified in the Client Clearing Documents all performance and payment obligations of the Bank under or in respect of any Cleared Transaction are limited by and contingent on the actual performance or payment by the relevant clearing house of its related obligations.

You acknowledge that a clearing house may, but is not obligated to, deposit the assets related to your Cleared Transactions with a third party and in a third country (meaning a country outside the European Union or in a country not being a country with which the European Union has entered into an agreement for the financial area) and that the clearing house may be established in a third country. In such case your rights may be influenced by the laws and regulations of such third country.

9. Your disclosure obligations

You must notify the Bank immediately, if:

- you do not comply with the CCSA, including if a representation made, repeated or deemed to have been

made or repeated proves to have been incorrect or misleading when made or repeated or deemed to have been made or repeated;

- you become subject to execution or attachment;
- you start negotiations for a restructuring or a composition with creditors;
- you file for a debt reconstruction ("rekonstruktionsbehandling") concerning yourself;
- you and/or one of your creditors file(s) a petition in bankruptcy with respect to you;
- you become subject to any other liquidation or reorganisation measure as referred to in art. 2 j and k of the Directive 2002/47/EC;
- you primary place of business is moved to another jurisdiction (if so you need to obtain a prior written approval by the Bank); or
- your EMIR categorization changes.

The Bank may at any time ask you to send such information as the clearing house or the Bank in their sole discretion may need in order to perform their services. This includes, but is not limited to information of an accounting, budgeting or auditing nature, which the Bank believes would be necessary to evaluate your financial condition or other matters, such as information about persons authorized to act on your behalf. This applies even if the Bank did not request such information when the CCSA was executed.

You must inform the Bank of any relevant changes to the information provided to the Bank.

The Bank is entitled at any time to pass on information about you and your Cleared Transactions to any clearing house on which your transactions are cleared, any provider or operator of any electronic facility, any trade repository, or any system or platform used by the relevant clearing house in connection with your Cleared Transactions, and to any person to whom disclosure is required to be made by

any court of competent jurisdiction or any governmental authority or similar body, the rules of the relevant stock exchange or pursuant to applicable law.

10. Events of default

The Bank may terminate the CCSA with immediate effect by giving written notice to you, if:

- do not comply with the CCSA, including if a representation made, repeated or deemed to have been made or repeated proves to have been incorrect or misleading when made or repeated or deemed to have been made or repeated;
- you become subject to execution or attachment;
- you start negotiations for a restructuring or a composition with creditors;
- you file for a debt reconstruction ("rekonstruktionsbehandling") concerning yourself;

- you and/or one of your creditors file(s) a petition in bankruptcy with respect to you;
- you become subject to any other liquidation or reorganisation measure as referred to in art. 2 j and k of the Directive 2002/47/EC;
- the Bank has terminated any of the Client Clearing Documents or other agreements due to default on your part or asked you in writing to repay one or more loan agreements due to default on your part (cross default); or
- your primary place of business is moved to another jurisdiction without you having obtained the prior written approval by the Bank in accordance with the CCSA.

The early termination date is the business day on which termination of the CCSA takes effect.

11. Final settlement amount

On termination due to default, close-out netting will take place calculated as a final settlement amount.

The final settlement amount is the balance of:

- your aggregate payment and delivery obligations in respect of (a) the CCSA, (b) the Client Clearing Documents, (c) any final settlement amounts owing by you to the Bank from other close-out netting agreements you may have entered into with the Bank (other than the Client Clearing Documents), provided that close-out netting of such agreements takes place simultaneously in a single close-out netting, and (d) any claim for payment owing by you to the Bank that does not originate from the Clearing Services and which is not excluded by law to be included in the close-out netting under the CCSA, unless it is included in another close-out netting agreement between you and the Bank, and
- the Bank's aggregate payment and delivery obligations in respect of (a) the CCSA, (b) the Client Clearing Documents, (c) any final settlement amounts owing by the Bank to you from other close-out netting agreements you may have entered into with the Bank (other than the Client Clearing

Documents), provided that close-out netting of such agreements takes place simultaneously in a single close-out netting, and (d) any claim for payment owing by the Bank to you that does not originate from the Clearing Services and which is not excluded by law to be included in the close-out netting under the CCSA, unless it is included in another close-out netting agreement between you and the Bank;

as of the early termination date.

The aggregate payment and delivery obligations of each Client Clearing Document are calculated according to the terms and conditions of the relevant Client Clearing Document.

The aggregate payment obligations in currencies other than the base currency set out in the CCSA are exchanged into the base currency based on the market price, as determined by the Bank, as of the early termination date.

Any final settlement amount is due for payment on the business day on which notice of the final settlement amount payable is effective. A notice is effective on the date it is delivered.

The final settlement amount may be used by you or by the Bank for set off purposes in accordance with general legal principles, against any other amounts payable (whether or not arising under the CCSA, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation).

12. Changes to the CCSA

The Bank may change the terms of the CCSA with 90 calendar days' notice, unless otherwise agreed.

13. Acknowledgements and Understandings

You acknowledge that you are responsible for assessing whether you are subject to a clearing obligation under EMIR and you must inform the Bank thereof. Further, you acknowledge that you are responsible for

assessing and complying with the consequences thereof.

You acknowledge that you are capable of assessing the merits of and you understand and accept the terms of the CCSA, the Client Clearing Documents, the rulebooks of the relevant clearing houses and the risks associated therewith as described in the annex "Risk Disclosure Statements" (if necessary through an independent professional adviser).

The Bank does not advise on the merits of a particular Cleared Transaction or the balance sheet treatment or the accounting, legal and taxation consequences of any Cleared Transaction.

14. Representations

You represent that you have the power and capacity to enter into the CCSA.

You represent that entering into the CCSA does not violate or conflict with any of your constitutional documents, any order or judgement of any court, agency or government,

any contractual restriction or applicable laws and regulations in general.

You represent that you act as principal and not as agent on behalf of someone else and you do not conduct indirect clearing via the Bank, unless an approval therefore has been obtained from the Bank.

You represent that you are not considered a "U.S. person" according to Commodity Futures Trading Commission rules and regulations.

The two latter representations will be deemed to be repeated by you on each date on which a transaction is cleared.

You represent that you have the EMIR categorisation notified by you to the Bank at any time.

15. Limitation of Liability

The Bank is not liable for any loss incurred by you that arise out of or in connection with the performance or non-performance or any default of a clearing house.

The Bank disclaims any liability for any loss, cost or damage arising from your use of any electronic messaging system, any custody settlement system, or other system other than in accordance with the governing law of the CCSA and only to the extent such losses are caused by fraud, willful default or gross negligence.

The Bank is not liable for any losses that you incur in respect of Cleared Transactions, and the Bank is not liable for any obligation the relevant clearing house might have to you.

If the Bank does not accept to clear a transaction, the Bank will not be responsible for any losses you may incur.

The Bank or any of its representatives (i.e. the Bank's affiliates, and it's or their respective

directors, member officers, partners and employees) are not liable for losses caused by any action they take or fail to take for the purpose of complying with the rulebook for each relevant clearing house (as amended from time to time) in relation to the Clearing Services, other than in accordance with the governing law of the CCSA and only to the extent such losses are caused by fraud, willful default or gross negligence by the Bank or any of its representatives.

16. Termination

Both you and the Bank may terminate the CCSA at any time and for any reason, e.g. if the Bank withdraws from or otherwise terminates its membership of a clearing house, with 90 calendar days' written notice to the other party.

17. Transfer and termination of positions

You may not transfer the rights and obligations under the CCSA in whole or in part without the prior written consent of the Bank. You may transfer or terminate your Cleared

Transactions as specified in the Client Clearing Documents.

18. Default interest

If you fail to comply with any payment obligation under the CCSA, default interest will be payable on overdue amounts as of the due date until they are paid.

Default interest is charged at the rate of 5 percentage points above a one-week interbank rate for the relevant currency.

19. Other information

Unless you agree otherwise with the Bank, these terms and conditions apply together with the Bank's General Conditions.

In the event of any inconsistency between these terms and conditions and the General Conditions, the former terms and conditions shall prevail.

The Bank carries on business subject to approval by:

The Danish Financial Supervisory Authority
Århusgade 110
DK-2100 Copenhagen Ø
Denmark

The Bank recommends that you consult an accountant, tax adviser or other professional adviser to clarify the various legal, tax and accounting consequences of the CCSA and the Client Clearing Documents.

20. Communications and business days

Unless otherwise agreed or specified, communications may be in Danish, Norwegian, Swedish or English, and shall be sent by email, letter, fax or electronic messaging system to the addresses indicated in the CCSA or delivered via Business Online.

Notwithstanding the above, a termination notice in respect of the CCSA shall, however, be sent to the addresses indicated in the CCSA by letter or fax.

Changes to the addresses set out in the CCSA can take place by at least 5 business days' written notice.

Under the CCSA business days means the days when the Bank is offering Clearing Services.

21. Confidentiality

The Bank is subject to and will comply with general rules on confidentiality set out in relevant laws and regulations including but not limited to the Danish Financial Business Act.

22. Governing law and jurisdiction

The CCSA is subject to Danish law.

You agree that the courts of Denmark have exclusive jurisdiction to settle any dispute arising out of or in connection with the CCSA (including a dispute relating to the existence, validity or termination of the CCSA).