

## **FINANCIAL INSTRUMENTS CUSTODY AGREEMENT**

### **1. Agreement**

This is an agreement between the undersigned Client (“Client”) and Mandatum Life Investment Services Ltd, Business ID 2608438-8, (“Company”) on the custody of the Client’s financial instruments in the Company (“Custody Agreement”). This Agreement consists of this Custody Agreement and the Mandatum Life Investment Services Ltd’s General Terms and Conditions regarding investment services that are valid at any given time.

The Client confirms that the Client has received and approved the agreement documents mentioned above in this section. In the event of a conflict between the Custody Agreement and the General Terms and Conditions, the Custody Agreement’s Terms and Conditions shall prevail.

The Custody Agreement is considered to enter into force when the Company has received the signed Custody Agreement and when the Company has received the information required in the legislation on the prevention of money laundering and terrorist financing and tax reporting requirements.

If the Client is a minor, he/she shall be represented in all cases by his/her legal representative (e.g. a guardian).

### **2. Custody of financial instruments**

The Client’s financial instruments are held in custody in a nominee account of the Royal Bank of Canada in Luxembourg. The Company is the holder of the nominee account.

Notwithstanding what is mentioned above, the Company has the right to hold the Client’s financial instruments in custody also in another Finnish or foreign credit facility or investment services company of its choosing or in some other reliable manner.

The Company shall keep a Client-specific securities account for the Client’s holdings. The account is maintained in a reliable manner and ensuring that the exact date of each entry indicating a right made into the account can be reliably ascertained.

### **3. Orders regarding the financial instruments**

The Client can give the Company subscription or redemption orders regarding the financial instruments in custody.

The Company keeps record of the Client’s subscription and redemption orders and transmits the orders for execution to RBC or to the party in whose sub-custody the financial instruments are at a given time. The Company transmits any profits received from the transfer of the financial instruments to the client and takes care of the reporting to the authorities relating to the orders.

### **4. Disclosure obligation and Client requirements**

On the Company’s request, the Client must provide the Company with the information, including written documents, that the Company deems necessary to fulfil its

obligations in accordance with the regulations of this Custody Agreement, a third party acting as a custodian, legislation or the place of delivery, central securities depository or central counterparty (CCP).

#### **5. Joint agreement of multiple Clients**

If two or more people have drawn up this Custody Agreement jointly with the Company, each person alone can also represent the other account owners in all instances, unless otherwise has been agreed in writing. All of the individuals bear joint and several liability towards the Company, and they are collectively referred to as the Client. Due to the joint and several liability, the Company can present to each of these individuals a demand for payment in full of debt that may arise under this Custody Agreement's Terms and Conditions.

#### **6. Country of taxation**

As a Finnish financial institution, the Company is obligated to file a tax report with the authorities. In order to meet its obligations, the Company has the right to request tax information from the Client, and the Client is obligated to answer the Company's questions. The Company has the right to rely on the information obtained from the Client. The Client must confirm his/her tax residency on his/her own initiative. A natural person's tax residency is usually determined according to the person's main place of residence or similar residence. A legal person's tax residency is generally considered to be the country where the legal person is registered or where the organisation/its board of directors is domiciled.

#### **7. The Client's declaration concerning the information given**

The Client declares having given the Company correct and sufficient information that is relevant in terms of taxation, reporting, communication, the application of this Custody Agreement, regulation concerning the prevention and detection of money laundering and the disclosure obligation.

The Client also commits to notifying the Company without delay in writing in accordance with this Custody Agreement if changes take place in the Client's information; for instance, due to the Client moving abroad or if the Client's name, phone number, address, citizenship, email address or status as a politically exposed person changes.

#### **8. Use of Client data**

The Client accepts that the Client's personal and Client data may also be disclosed and processed for direct marketing purposes, customer due diligence purposes and service provision purposes by the parent company Mandatum Life Insurance Company Limited and the companies that belong to the same economic interest grouping as Mandatum Life Insurance Company Limited. The Company also has the right to disclose information to other third parties in order to implement the services under the Custody Agreement.

The Client understands that the Company may have an obligation to disclose information about the Client to other parties, such as the Tax Administration.

**9. Providing information**

The Client accepts that the Company's releases that are not personally addressed to the Client are published on the Company's website if the Company deems it appropriate to do so. The Client also accepts that the Company uses electronic communication to deliver information in other respects as well.

The Client furthermore accepts that information that must be provided to the Client by law in a permanent manner shall be given to the Client in a permanent manner other than in paper format.

**10. Fees and charges**

The Custody Service and giving orders regarding the financial instruments in custody is free of charge for the Client. Any other fees and charges for other services, as well as their related terms and conditions, can be found in the updated price list at any given time.

**11. Amending the Terms and Conditions**

The conditions for amending the Terms and Conditions are specified in section 2.16 of the Mandatum Life Investment Services Ltd's General Terms and Conditions regarding investment services.

**12. Validity and termination of the Agreement**

This Agreement is valid until further notice. The Client has the right to terminate this Custody Agreement in writing five (5) banking days after the Company receives the notice of termination, after which the financial instruments will be transferred in the direct control of the client or to a custodian of his choice.

The Company has the right to terminate this Custody Agreement to take effect 30 days after the Client receives the written notice of termination.

The impacts of terminating the Custody Agreement are specified in section 3.8 of Mandatum Life Investment Services Ltd's General Terms and Conditions regarding investment services.

**13. Applicable law and settlement of disputes**

The interpretation of this Custody Agreement is governed by Finnish law. Disputes concerning this Custody Agreement shall be settled in a general court of law, which is always the Helsinki District Court, as the court of first instance, in cases where the Client is not a consumer.

The Client can also consult the Finnish Financial Ombudsman Bureau (FINE), [www.fine.fi](http://www.fine.fi), Porkkalankatu 1, 00180 HELSINKI. FINE offers its customers advice and handles disputes in problem situations related to banking and securities matters.

**14. Copies of the Agreement**

This Agreement has been drawn up in two (2) original copies, one for each Party. The signatures are on the next page.

**MANDATUM LIFE  
INVESTMENT SERVICES  
LTD.**

**CLIENT**

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Signature

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Attachment

Mandatum Life Investment Services Ltd's General Terms and Conditions regarding investment services