

## INFORMATION ON THE COMPANIES BELONGING TO THE SEB GROUP AND PRODUCTS AND SERVICES RELATED TO WEALTH MANAGEMENT

This notice and the General Terms and Conditions of the Customer Agreement include information which shall be given to the client prior to entering into an agreement, as required by Chapter 10, Section 5 of the Finnish Investment Services Act and Chapter 6 a, Sections 6–9 of the Finnish Consumer Protection Act. Product-specific information (description and main features of the product, fees and expenses to be charged, taxation etc.) are available at SEB (at the address referred to below and on website [www.seb.fi/varainhoito](http://www.seb.fi/varainhoito)). The General Terms and Conditions of the Customer Agreement are enclosed in the material submitted to the client. Key investor information documents of common funds and other UCITS managed by SEB Investment Management AB are available on website [www.seb.fi/varainhoito](http://www.seb.fi/varainhoito) and at our customer service.

### Information on the service provider

Companies of the SEB Group (consisting of Skandinaviska Enskilda Banken AB (publ) together with its branches and subsidiaries) serving wealth management clients comprise a Finnish branch of a foreign credit institution, a foreign EEA management company and its Finnish branch. Basic information on these companies is provided below:

Company	Business ID	Primary line of business
Skandinaviska Enskilda Banken AB (publ) Helsinki Branch	0985469-4	credit institution activity
SEB Investment Management AB	556197-3719	UCITS activity, management of alternative investment funds and asset management
SEB Investment Management AB, Helsinki Branch	2898783-9	UCITS activity, management of alternative investment funds and asset management

The companies listed above are jointly or separately referred to as “**SEB**”, as the context may require. Skandinaviska Enskilda Banken AB (publ) Helsinki Branch and SEB Investment Management AB, Helsinki Branch are registered in the Trade Register maintained by the Finnish Patent and Registration Office, and SEB Investment Management AB is registered in the register maintained by the competent Swedish authority. Each service provider is authorised in accordance with applicable legislation. Skandinaviska Enskilda Banken AB (publ) and SEB Investment Management AB have been authorised by the Swedish Financial Supervisory Authority, Finansinspektionen, address Box 7821, SE-103 97 Stockholm, Sweden.

Service is provided in Finnish, Swedish and English, and the General Terms and Conditions of the Customer Agreement as well as other documents are available in these languages. The agreements entered into with the client are governed by Finnish law, and information on the services is given in accordance with Finnish law.

Clients are provided with reports on services on a quarterly basis, as separately agreed.

### Insurance distribution

Skandinaviska Enskilda Banken AB (publ) acts as agent for SEB Life International Assurance Company DAC, and Skandinaviska Enskilda Banken AB (publ) Helsinki Branch carries out insurance intermediary activity in accordance with the Finnish Insurance Distribution Act. Insurance distribution activity carried out in Finland is supervised by the Finnish Financial Supervisory Authority (P.O. Box 103, 00101 Helsinki, Finland (Snellmaninkatu 6), tel. +358 9 183 51 (switchboard), fax number + 358 10 831 5328). For more information, please visit [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi).

Skandinaviska Enskilda Banken AB (publ) is the parent company of insurance company SEB Life International Assurance Company DAC.

### Financial instruments and associated risks

SEB offers a wide range of investment services and financial instruments (investment targets) to its clients. These financial instruments include, among others, units in Finnish and foreign UCITS, shares, bonds (including e.g. equity linked bonds) and derivatives contracts. The financial instruments offered entail a risk of a partial or total loss of invested capital. Past performance is no guarantee of future results.

The performance of fund units depends on the performance of the investment targets in which the respective fund has invested. The most typical risks of different investment targets are presented below. The risks associated with a fund investing in shares are usually higher than those of a fund investing in interest-bearing instruments. It is also possible that the performance of a fund is weaker than the performance of other corresponding funds or the average market of investment targets typical for the fund.

Equity investments entail a risk of decreased value of shares or shares becoming completely worthless due to e.g. the bankruptcy of the target company. The amount of dividends possibly payable to the company's shareholders varies and the ability to pay dividends may cease completely.

Bonds and other interest-bearing instruments usually entail issuer risk and interest rate risk. Issuer risk means that the issuer of a bond is not able to pay to the investors, causing a partial or total loss of capital invested by the investors. The weakening of the issuer's solvency usually also means that the value of a bond decreases prior to its maturity. Even if e.g. an equity linked bond is capital protected, only the issuer is responsible for such capital protection, and the issuer does not necessarily belong to the SEB Group. Interest rate risk means that the market value of a bond decreases if the general level of interest rates increases.

In the assessment of risks associated with investments in foreign securities, the client shall also take into account the risks associated with the custodial arrangements and securities trading, as presented below. SEB is not liable for risks associated with trading in foreign securities, such as errors by a foreign central securities depository, sub-custodian or trading system, nor for the insolvency or bankruptcy of a foreign central securities depository or sub-custodian. As to investments outside the EEA, it should also be noted that the legislation concerning investor protection often deviates from the Finnish regulation to the detriment of the investor and e.g. the misuse of insider information may necessarily not be prohibited.

As to investments denominated in currencies other than euro, the client is responsible for the currency risk. The investor shall take into account that all financial instruments entail liquidity risk, i.e. the risk relating to the potential difficulty in trading with the financial instrument so that it can liquidated within a usual period of time. The liquidity risk also concerns investing in funds.

The investor shall also consider the tax risks related to investing. Tax legislation is often subject to interpretation and changes. Investing also entails other legal risks because changes in legislation may, for example, weaken the position of a fund investor, shareholder or bond investor. Corporate actions such as mergers, demergers, share issues and amendments to the articles of association may also affect the position of the investor. Similar risk applies to fund investments because funds can be liquidated. A fund can also be merged or demerged, or its rules can be amended. An amendment to the rules of a fund may alter its investment strategy or investment activities.

### **Subscription and redemption of funds**

Skandinaviska Enskilda Banken AB (publ) Helsinki Branch mediates subscriptions for fund units relating to funds managed by SEB Investment Management AB, other funds managed by the SEB Group as well as funds managed by parties not belonging to the SEB Group. These funds are also used in asset management. Different types of practices are used in these funds to secure equal treatment of fund investors in case of large subscriptions or redemptions, due to which e.g. transaction costs are incurred. It is possible that the subscription or redemption price is adjusted on an investor-specific basis so that, for example, the transaction costs resulting from the subscription or redemption increase the subscription price or decrease the redemption price (e.g. so-called swing pricing). It is also possible that, in addition to a subscription or redemption fee, a separate compensation payable to the fund is charged for the subscription or redemption. Similar procedures may also be applied to funds domiciled in Finland which are managed by SEB Investment Management AB.

### **Safekeeping of client assets**

The funds of wealth management clients of SEB are held in custody at Skandinaviska Enskilda Banken AB (publ) Helsinki Branch or on a book-entry account. Securities entered into the Finnish book-entry system are currently held on a book-entry account in the name of the client, and Skandinaviska Enskilda Banken AB (publ) Helsinki Branch acts as the account operator. Cash assets are held on a deposit account maintained by Skandinaviska Enskilda Banken AB (publ) Helsinki Branch. Client assets are held separate from SEB's own assets, and reliable bookkeeping is conducted in respect of client assets.

The bank accounts offered by SEB are covered by the deposit guarantee scheme referred to in the Swedish Deposit Insurance Act (1995:1571). Each eligible customer, as defined by the Deposit Insurance Act, is entitled to compensation for the amount deposited plus accrued interest on the customer's account(s) with the bank up to a maximum amount of EUR 100,000. The Swedish National Debt Office pays the compensation within seven (7) working days of the date on which the bank was declared bankrupt or following the decision by the Swedish Financial Supervisory Authority to the effect that the bank is deemed insolvent. More information on the Swedish deposit guarantee scheme is available at the Swedish National Debt Office, [www.riksgalden.se](http://www.riksgalden.se).

Skandinaviska Enskilda Banken AB (publ) Helsinki Branch also belongs to the Investor Compensation Scheme covered by Swedish law, which is not limited to non-professional clients but covers all private persons and legal entities with the exception of separately defined financial institutions. The client is entitled to compensation in case the bank is declared bankrupt and the bank does not return the client such securities or assets which the bank should have held separate from its own assets. The maximum compensation amounts to SEK 250,000 per client per institution.

Foreign securities, such as shares or fund units, are usually not subscribed for in the name of the client due to regulations governing the custody system, but in the name of Skandinaviska Enskilda Banken AB (publ) Helsinki Branch acting as a nominee on an omnibus account. Omnibus account arrangements applied to the custody of foreign securities entail legal risks which may be difficult to foresee from the perspective of the investors. Skandinaviska Enskilda Banken AB (publ) Helsinki Branch may also engage sub-custodians, and consequently the custody of securities is arranged in multiple layers. Foreign custody is subject to foreign legislation and regulations. Even though SEB selects its sub-custodians with care, such an arrangement includes risks, especially in case of insolvency of the foreign sub-custodian. For example, it is possible that the client's assets cannot be separated from the assets of the sub-custodian, SEB or their other clients. It is possible that, in case of custody in multiple layers, the client's securities are subject to security interests or rights of set-off. The materialisation of legal risks related to custody arrangements may lead to a total or partial loss of the capital invested by the client. Foreign custody arrangements may not necessarily include insurance cover protecting the investor against risks.

### **Potential conflicts of interest**

Companies belonging to the SEB Group offer a wide range of different investment and financial services to their clients. Providing different types of services simultaneously to a large client base may lead to conflicts of interest between the SEB Group and its clients or between clients, and appropriate measures have been taken to avoid such conflicts of interest. In order to avoid conflicts of interest, companies belonging to the SEB Group have differentiated their databases and restricted employees' access to information on services and clients of other business units. However, it is not possible to completely avoid conflicts of interest. The Compliance function of SEB supervises the management of possible conflicts of interest.

Skandinaviska Enskilda Banken AB (publ) Helsinki Branch offers both discretionary asset management and investment advice. The best possible return for the client at the risk level determined by the client is the objective of both service types. Providing both service types does not usually trigger conflicts of interest because the asset management process has been designed so that the investment advice given does not conflict with the actions taken in discretionary asset management. Further, since investment instruments largely comprise funds, conflicts of interest do not usually arise. The

Compliance function of SEB supervises that improper advantage is not pursued to the detriment of another client segment in asset management and investment advice and that possible insider information obtained in discretionary asset management is not taken advantage of in investment advice.

### **Cooperation of companies belonging to the SEB Group with external fund companies or other service providers**

Skandinaviska Enskilda Banken AB (publ) and Skandinaviska Enskilda Banken AB (publ) Helsinki Branch have entered into cooperation agreements with fund companies belonging to the SEB Group as well as external fund companies. Pursuant to these agreements, SEB may use the funds managed by such fund companies in asset management, market them in Finland and assist in subscriptions and redemptions of such funds. The cooperation agreements usually contain provisions, pursuant to which SEB is entitled to a share of the fees charged by the fund company, in accordance with the conditions set by applicable legislation. SEB's share of such fees varies. Such fees may constitute a lump sum or a series of fees, and the amount of such fees is usually calculated as a percentage of the amount invested in the fund.

Also other types of financial instruments, such as equity linked bonds and warrants, may include similar fee sharing arrangements.

In addition to monetary fees, fund companies or other service providers may provide SEB with training or other sales support free of charge, in accordance with the conditions set by applicable legislation.

The purpose of the fees referred to herein is to enhance the quality of service provided to the client. Skandinaviska Enskilda Banken AB (publ) Helsinki Branch provides investment advice on the products of the SEB Group, meaning that the investment advice is provided on a non-independent basis. In addition, upon providing investment advice on the products of a party other than the SEB Group, SEB usually has entered into a distribution or other agreement with such external party.

### **Offering of payment services**

A cash account to be opened for the client with Skandinaviska Enskilda Banken AB (publ) Helsinki Branch is usually linked to the custody services related to securities of SEB's wealth management clients. The interest on the account is available on SEB's price list. The cash account is mainly intended for investment purposes but the client can also give other payment orders relating to the account. The client can transfer funds to his/her account with Skandinaviska Enskilda Banken AB (publ) Helsinki Branch only through SEB's client assets account.

Skandinaviska Enskilda Banken AB (publ) Helsinki Branch implements changes to interest rates with immediate effect without a prior notice to the client. Information on the applicable reference rate and changes thereto is available on the website and at the premises of Skandinaviska Enskilda Banken AB (publ) Helsinki Branch.

The client is entitled to give payment orders in writing and also by e-mail at his/her own responsibility or, subject to SEB's consent, also verbally. The payment order is deemed to be received once factually received by Skandinaviska Enskilda Banken AB (publ) Helsinki Branch. If the client's payment order is received after 15:30 EET, the order is deemed to be received the following banking day. However, if the execution of the payment order requires currency exchange, the order is deemed to be received only following the completion of the currency conversion. Bank transfers within the SEPA are transmitted to the payee on the basis of the bank account number (IBAN). Foreign bank transfers are transmitted on the basis of a bank account number and bank details (e.g. BIC). SEB does not verify, for example, that the name given by the payer corresponds to the bank account number given by the payer. The requirements for the cancellation of payment orders are available in the applicable terms and conditions on the transmission of payments.

Payments to the payee's bank account are credited thereto with the same day value (on the banking day, on which SEB has all information and balance necessary to execute the payment) within the currency-specific cut off times. Domestic payments and euro-denominated payments within the EEA are credited to the payee's bank within applicable cut off times at the latest on the banking day following the due date of the payment, and other payments are credited at the latest in four (4) banking days. If the order is given on paper, the execution times referred to above may be lengthened by maximum one (1) banking day.

The client may deposit cash to or withdraw cash from his/her account at the premises of SEB. In connection with a cash deposit, the funds are credited to the account immediately following the verification of the authenticity of and the counting of the funds. The client shall notify SEB of large cash withdrawals (over 5000 euros) well in advance.

More information on the offering of payment services and the terms and conditions applicable thereto is available in the cash account terms.

### **Consumer's right to cancellation in distance selling**

Distance selling means a situation, in which an agreement relating to a service offered by SEB is concluded through a means of distance communication so that the client does not personally meet a representative of SEB.

A consumer is entitled to cancel an agreement concluded in distance selling. However, the right of cancellation does not apply to investment products, the value of which varies according to fluctuations in the market. The right of cancellation neither applies if the transaction in question relates to an already existing agreement or if the subject matter of the agreement is delivered prior to the termination of the cancellation period on a specific request of the client. This may occur in case of the use of a bank account in accordance with an account agreement or in case of a book-entry transaction in accordance with a book-entry account agreement. Therefore, the right of cancellation does not apply to products and services offered by the SEB Group under agreements relating to the subscription or redemption of fund units or purchase or sale of other securities (shares, bonds, derivatives and warrants).

The right of cancellation relating to agreements other than those referred to above is valid for a period of 14 days after the distance agreement has been entered into or after the consumer client has or could have received advance information and the terms and conditions of the agreement in accordance

with the Finnish Consumer Protection Act. Following the termination of said 14-day period, the terms and conditions applicable to the relevant service are applied to the termination of the relevant agreement.

If a consumer wishes to exercise his/her right of cancellation, he/she shall notify SEB thereof. The agreement to be cancelled shall be specified in the notification. SEB provides information, upon entering into an agreement or on its price list, on the fees and charges payable by the consumer in connection with the termination of an agreement on request of the consumer. The client shall also return SEB all deliveries provided under the agreement to be cancelled at the latest within 30 days following the delivery of the notification of cancellation.

#### **Client advice and legal remedies**

The client shall primarily contact SEB's customer service (tel. +358 9 6162 8000) in case of questions on services and related agreements. The client shall notify SEB of errors in a service and any related demands in writing without delay. The client may also contact the dispute resolution bodies specified below or the authorities supervising the companies belonging to the SEB Group. Such authorities are the Finnish Financial Supervisory Authority and the Swedish Financial Supervisory Authority as well as the Finnish Competition and Consumer Authority.

#### **Finnish Financial Ombudsman Bureau (FINE)**

FINE advises private individuals and small entrepreneurs on their customer relationships with banks. The services are free of charge. The Banking Complaints Board operating as part of FINE issues resolution recommendations in the area of banking issues.

In addition, the Investment Complaints Board operating as part of FINE issues resolution recommendations in relation to disputes addressed by non-professional customers and service providers to the Board. The Board deals with issues between the non-professional customer and service provider relating to investment services and common fund services governed by the Finnish Investment Services Act and the Finnish Common Funds Act. The services are free of charge and available to all non-professional customers which are in a customer relationship with an investment firm, bank or fund company.

The client may contact FINE or its Investment Complaints Board by telephone, e-mail or letter. The contact details are as follows: Porkkalankatu 1, 00180 Helsinki, Finland, tel. +358 9 6850 120, e-mail [info@fine.fi](mailto:info@fine.fi).

Further instructions on making a complaint are available on FINE's website [www.fine.fi](http://www.fine.fi).

#### **Consumer Disputes Board**

The Consumer Disputes Board may issue resolution recommendations to disputes between consumers and entrepreneurs relating to the acquisition of consumer goods, such as financial services, or agreements relating to consumer goods. However, the Board does not deal with issues relating to e.g. performance of asset manager or investment advisor.

The contact details of the Consumer Disputes Board are as follows: Hämeentie 3, P.O. Box 306, 00531 Helsinki, Finland, tel. +358 29 566 5200 (switchboard). Further instructions on making a complaint are available on the website of the Consumer Disputes Board, [www.kuluttajariita.fi](http://www.kuluttajariita.fi).

#### **Additional information**

The client receives, on request, more information on the risks related to investments, conflicts of interest and management thereof, legal remedies and other matters referred to herein.