

# **GENERAL BUSINESS TERMS SAXO BANK A/S**



SERIOUS TRADING. WORLDWIDE.

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## INTRODUCTION

### 1. DEFINITIONS AND INTERPRETATION OF TERMS

1.1 In these General Business Terms, including schedules, appendices and annexes (hereinafter these "Terms") the following terms shall, unless the context otherwise requires, have the following meanings and is used in singular or plural as appropriate:

- 1) "Account" means an account of the Client with Saxo Bank;
- 2) "Account Statement" means a periodic statement of the transactions credited or debited to an Account;
- 3) "Account Summary" means a statement of the Client's portfolio of Instruments, open positions, Collateral, cash deposits etc. at a specific point in time;
- 4) "Act on Measures to Prevent Money Laundering" means the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism (in Danish "Lov om forebyggende foranstaltninger mod hvidvask af udbytte og finansiering af terrorisme");
- 5) "Administration of Justice Act" means the Danish Administration of Justice Act (in Danish "Lov om rettens pleje");
- 6) "Agent" means a natural or legal person undertaking a transaction on behalf of another natural or legal person, but in the agent's own name;
- 7) "API" means Application Programming Interface for the use of alternative trading interfaces or platforms;
- 8) "Best Execution Obligations" means the best execution obligations of Saxo Bank as provided by the Order Execution Policy, the Best Execution Order, the Investor Protection Order, and MiFID II;
- 9) "Best Execution Order" means the Danish Executive Order on the execution of orders by securities dealers;
- 10) "Business Day" means any day on which banks are generally open for business in Denmark (and not for internet banking only);
- 11) "Capital Markets Act" means the Danish Capital Markets Act (in Danish "Lov om kapitalmarkeder");
- 12) "CFD Contract" or "CFD" means a contract for difference by reference to fluctuations in the level, price or value of the relevant Instrument;
- 13) "Client" means the natural or legal person, being a customer of Saxo Bank;
- 14) "Client Classification" means Saxo Bank's classification of Clients according to MiFID II and the Investor Protection Order;
- 15) "Collateral" means (i) any cash, (ii) any Instruments, (iii) the value of any outstanding Contracts of the Client, (iv) any guarantee or indemnity accepted by Saxo pursuant to Clause 26.6, and (v) any other assets of the Client, in each case ((i)-(v)) deposited with, possessed or controlled by Saxo Bank, or any entity in the Saxo Bank Group;
- 16) "Commissions and Charges" means the Commissions and Charges to be paid by Clients to Saxo Bank as stated in the Commissions, Charges & Margin Schedule;
- 17) "Commissions, Charges & Margin Schedule" means commissions, charges, margin requirement, interest and other rates that at any time are applicable to the Services as determined by Saxo Bank and notified to the Client or made available at Saxo Bank's website [www.home.saxo](http://www.home.saxo) from time to time;
- 18) "Confidential Information" means any and all information (including personal data) related to the Parties and their relationship and all dealings between the Parties, including, but not limited to, any information relating to the business, investments and finances of Saxo Bank, the Saxo Bank Group and the Client;
- 19) "Conflict of Interest Policy" means Saxo Bank's prevailing policy regarding conflicts of interest which is available at Saxo Bank's website [www.home.saxo](http://www.home.saxo);
- 20) "Consumer Protection Act" means the Danish Consumer Protection Act (in Danish "Lov om forbrugeraftaler");
- 21) "Contract" means any contract, whether oral or written, between Saxo Bank and the Client for the purchase of, or with reference to, an Instrument and any other transaction relating thereto,

- between the Client and Saxo Bank, including Margin Positions;
- 22) "Corporate Actions" means a corporate event that may impact the share price of the relevant company. Corporate Actions include e.g. share and rights issues, delistings, mergers and demergers, conversions, share splits, sell-offs and dividends;
- 23) "Custody Securities" means Clients' securities held in custody by Saxo Bank directly with a central securities depository or through External Custody Providers, including shares, bonds, units in collective investment undertakings and similar instruments that are not traded on margin;
- 24) "Durable Medium" means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
- 25) "Eligible Counterparties" means Clients categorised as eligible counterparties pursuant to MiFID II and the Investor Protection Order;
- 26) "EMIR" means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, as supplemented from time-to-time including by the Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012, and the Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012;
- 27) "Event of Default" shall have the meaning given to this term in Clause 30.3;
- 28) "Exceptional Market Condition" includes, but is not limited to, (i) the suspension or closure of any Regulated Market or other market, (ii) the abandonment or failure of any event, service or information to which Saxo Bank relates its quotes and other pricing, (iii) the occurrence of an excessive movement in the level of any Margin Position and/or any underlying market, (iv) situations described in Clause 12.4(i) or Clause 12.5(i) and/or (v) in each of (i)-(iv) Saxo Bank's reasonable expectation that such event might occur;
- 29) "External Custody Provider" means (i) any external professional provider, depository or custodian with whom Saxo Bank holds Custody Securities, or (ii) any external professional provider, depository or custodian with whom an External Custody Provider mentioned in (i) holds Custody Securities.
- 30) "FIFO Principle" means "First In - First Out" and entails that Saxo Bank will, as a general rule, close the oldest Contract first in case one or more Contracts with the same characteristics are closed;
- 31) "Financial Business Act" means the Danish Financial Business Act (in Danish "Lov om finansiel virksomhed");
- 32) "Force Majeure Event" means, without limitation, any abnormal and unforeseeable event beyond the reasonable control of Saxo Bank, including technical difficulties, such as telecommunication failures or disruptions, utilities failure, declared or imminent war, revolt, civil unrest, terrorism, catastrophes of nature, enactment of new legislation, measures taken by authorities, strikes, lock outs, boycotts, or blockades (whether or not Saxo Bank is a party to the conflict), notwithstanding that only part of Saxo Bank's functions are affected by such events;
- 33) "Guarantee Scheme for Depositors and Investors" means the Guarantee Scheme for Depositors and Investors as established by the Danish Act on a Depositor and Investor Guarantee Scheme (in Danish: "Lov om en indskyder- og investorgarantiordning");
- 34) "Inside Information" means non-public information which is likely to have a significant effect on the pricing of an Instrument if it was made public;
- 35) "Insolvency Proceedings" means dissolution (other than pursuant to a consolidation, amalgamation or merger), bankruptcy, composition negotiations, suspension of payments, administration of the insolvent estate of a deceased Client, debt restructuring as well as any other Danish and foreign types of liquidation or reorganisation measures caused by the insolvency of the Client, including (i) collective proceedings involving realisation of the assets and distribution of the proceeds among the creditors, shareholders or members as appropriate, which involve any intervention by administrative or judicial authorities, including where the collective proceedings are terminated by a composition or other analogous measure, whether or not they are founded on insolvency or are voluntary or

- compulsory, (ii) measures which involve any intervention by administrative or judicial authorities which are intended to preserve or restore the financial situation and which affect pre-existing rights of third parties, including, but not limited to, measures involving a suspension of payments, suspension of enforcement measures or reduction of claims, and (iii) that the Client has instituted against it enforcement proceedings in the course of which all or substantially all of its assets are seized by a bailiff;
- 36) "Instruction Deadline" means the deadline given by Saxo Bank to the Client for the Client to give instructions regarding a Corporate Action. Instruction Deadline may vary from deadlines stipulated in the prospectus or other material referring to market deadlines;
- 37) "Instrument" means any financial instrument or other instrument, whether traded OTC or traded on a Regulated Market or other market, including, but not limited to, shares, bonds and other debt instruments (including debt instruments issued by governments and public authorities), mutual and other investment funds, currencies, commodities, interest rates, indices, spots and derivatives (including options, futures, CFD's, forwards, warrants or other Contracts, including Custody Securities);
- 38) "In the money" shall, in relation to put options, mean when the strike price is above the market price, and shall, in relation to call options, mean when the strike price is below the market price;
- 39) "Introducing Broker" means a financial institution or other entity which is remunerated by Saxo Bank and/or Clients for referral of Clients to Saxo Bank and/or for provision of advice to such Clients and/or execution of such Clients' transactions towards Saxo Bank;
- 40) "Investor Protection Order" means the Danish Executive Order on investor protection in relation to securities trading;
- 41) "Joint Account" means an Account held by two or more Clients over which each of the Clients may dispose;
- 42) "Joint Account Client" means a Client holding and disposing over a Joint Account with one or more other Joint Account Clients;
- 43) "Limit Order" means an order to buy or sell at a specified price limit or better and for a specified amount;
- 44) "Liquidity Provider" means (i) banks, brokers and/or trading venues through whom Saxo Bank may cover or hedge its Contracts with Clients or with whom Saxo Bank otherwise deals in relation to Clients' transactions or (ii) External Custody Providers through whom Saxo Bank hold Clients' Custody Securities;
- 45) "Listed Option" means an option contract between Saxo Bank and a Client the terms of which are identical to the terms of a Reference Option;
- 46) "Listed Derivative" means a derivative contract (including a Listed Option) between Saxo Bank and a Client the terms of which is identical to the terms of a Reference Derivative;
- 47) "Listed Derivative Counterparty" means a Liquidity Provider which (i) enters into a contract with Saxo Bank, which is identical to the relevant Listed Derivative and (ii) enters into, or instructs a third party to enter into, the matching Reference Derivative;
- 48) "Margin Position" means a Contract opened, maintained and based on a deposit of Collateral which at all times must satisfy the Margin Requirement;
- 49) "Margin Requirement" means the margin requirement applicable from time to time as set out in Clause 26;
- 50) "Market Maker" means a person who on an organised, continuous and systematic basis deals on own account against proprietary capital at prices defined by the Market Maker in relation to Instruments and thereby create a market for such Instruments;
- 51) "Market Rules" means the rules, regulations, customs and practices from time to time of any Regulated Market and clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of an Instrument and any exercise of any power or authority by any such Regulated Market, clearing house or other organisation or market;
- 52) "MiFID II" means MiFID II Directive and MiFID II Delegated Regulation and any other regulations issued on the basis thereof;
- 53) "MiFID II Directive" means European Directive 2014/65/EU on markets in financial instruments;
- 54) "MiFID II Delegated Regulation" means European Commission Delegated Regulation

- 2017/565 supplementing Directive 2014/65/EU as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive;
- 55) "Misquoted Price" shall have the meaning given to this term in Clause 12.4;
- 56) "Net Free Equity" means the net free equity as defined in the Commissions, Charges & Margin Schedule, which forms the basis for the calculation of interest;
- 57) "Order Execution Policy" means Saxo Bank's prevailing policy on the execution of Client orders, available on Saxo Bank's website [www.home.saxo](http://www.home.saxo);
- 58) "OTC" means "over the counter", i.e. not listed or traded on any Regulated Market or other market;
- 59) "Out of the Money" shall, in relation to put options, mean when the strike price is below the market price and shall, in relation to call options, mean when the strike price is above the market price;
- 60) "Parties" means Saxo Bank and the Client;
- 61) "Payments Act" means the Danish Act on Payments (in Danish "Lov om betalinger");
- 62) "Personal Data Act" means the Danish Act on Personal Data (in Danish "Persondataloven");
- 63) "Pledge" means the first priority pledge of the Collateral in favour of Saxo Bank created under Clause 27.1 of these Terms;
- 64) "Principal" means the individual person or the legal entity which is a counterparty to a Contract;
- 65) "Private Use" means any non-commercial use of the Trading Platform by Clients that are natural persons to the extent that such use is comprised by the Payments Act;
- 66) "Professional Clients" means Clients categorised as professional clients pursuant to MiFID II and the Investor Protection Order;
- 67) "Reference Derivative" means a derivative contract traded on a Regulated Market or any other market which is identical to (i) the related Listed Derivative and (ii) any contract entered into by Saxo Bank and a Listed Derivative Counterparty in relation to the Listed Derivative;
- 68) "Reference Option" means an option traded on a Regulated Market or any other market which is identical to (i) the related Listed Option and (ii) any contract entered into by Saxo Bank and a Liquidity Provider in relation to the Listed Option;
- 69) "Regulated Market" means a regulated market as defined in Article 4(1)(21) of the MiFID II Directive and any similar Danish or foreign multi-lateral trading system or exchange;
- 70) "Related Orders" means an instruction by the Client pursuant to which a position shall only be closed if a certain price level is reached, including Limit Orders and Stop Orders;
- 71) "Related Rights" means any rights related to the Collateral, including, but not limited to, (i) all proceeds, all dividends, interest or other distributions in cash or in kind to be paid or made on or in respect of the Collateral, (ii) all allotments, offers, rights, benefits and advantages whatsoever accruing, offered, exchanged for or arising in respect of the Collateral and (iii) all administrative rights, including any voting rights;
- 72) "Retail Clients" means Clients categorised as retail clients pursuant to MiFID II and the Investor Protection Order;
- 73) "Saxo Bank" means Saxo Bank A/S, CVR no. 15 73 12 49 with registered address at Philip Heymans Allé 15, DK-2900 Hellerup, Denmark or any branch hereof;
- 74) "Saxo Bank Group" means all entities, including headquarters, branches, subsidiaries, representative offices and any other entities forming part of the Saxo Bank group from time to time, information on which can be found Saxo Bank's website [www.home.saxo](http://www.home.saxo);
- 75) "Secured Obligations" means each of the following items (i) through (iv) (inclusive), whether arising under these Terms, a Contract, a Margin Position or otherwise: (i) any and all obligations of the Client towards Saxo Bank or any member of the Saxo Bank Group, including any right to require cash payment or delivery of Instruments, (ii) any debit balance on any Account, (iii) any and all other present and future obligations and liabilities (whether actual or contingent or in any other capacity whatsoever) of the Client towards Saxo Bank and the Saxo Bank Group, and (iv) all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by Saxo Bank or the Saxo Bank Group due to the relationship with the Client and/or in connection with the protection,

preservation or enforcement by Saxo Bank of its respective rights;

- 76) "Services" means the services and products provided by Saxo Bank to its Clients from time to time;
- 77) "Settlement/Trade Confirmation" means a notification from Saxo Bank to the Client confirming the execution of an order and/or a Client's entry into a Contract;
- 78) "Stop Order" means an order to buy or sell once the price reaches a specified level;
- 79) "Terms" has the meaning set out in Clause 1.1;
- 80) "Third Party Payments Order" means the Danish Executive Order on third party payments etc.;
- 81) "Tick" means the minimum amount that the price or value of an Instrument may fluctuate pursuant to the Market Rules of the relevant Regulated Market;
- 82) "Trade Repository" means a trade repository, registered in accordance with Article 55 of EMIR and chosen by Saxo Bank in its sole discretion;
- 83) "Trading Platform" means any online trading platform made available by Saxo Bank under these Terms;
- 84) "VP" means the Danish central securities depository VP Securities A/S, company registration number (CVR) 21599336; and
- 85) "VP Instruments" means transferable, dematerialised Danish shares and units in collective investment undertakings registered with VP.

1.2 In these Terms any reference to a person shall include corporate entities, unincorporated associations, partnerships, any other legal person and individuals.

1.3 Headings in these Terms are for reference only and shall not affect the contents or interpretation of these Terms.

1.4 In these Terms references to any act, executive order, statute, regulation or enactment shall include references to such an act, executive order, statute, regulation or enactment as replaced, amended or modified from time to time.

## 2. RISK ACKNOWLEDGEMENT

2.1 The Client acknowledges, recognises and understands that:

- i. Margin Positions are highly speculative, may involve an extreme degree of risk, and are appropriate only for persons who accept risk of loss in excess of their Collateral with Saxo Bank;
- ii. because of the low level of Collateral often required in Margin Positions, changes in the price of the underlying Instrument may result in significant losses, which may substantially exceed the Client's investment and Collateral with Saxo Bank;
- iii. when the Client instructs or requests Saxo Bank to enter into any Contract or purchase any Instrument, any profit or loss on such Contract or Instrument will be entirely for the Client's own account and risk;
- iv. unless it is otherwise specifically agreed, Saxo Bank shall not conduct any continuous monitoring of the transactions entered into by the Client neither automatically nor manually. Hence, Saxo Bank cannot be held responsible for transactions developing differently from what the Client might have expected and/or to the disadvantage of the Client;
- v. any investments include risks, and the Client has received no assurance otherwise and no guarantees of profit or similar representations from Saxo Bank, any entity of the Saxo Bank Group, any Introducing Broker, or representatives hereof.

## 3. CLIENT CLASSIFICATION AND INVESTOR PROTECTION

3.1 In compliance with MiFID II and the Investor Protection Order, Saxo Bank classifies its Clients in three main categories: Eligible Counterparties, Professional Clients and Retail Clients.

3.2 Saxo Bank attaches different levels of regulatory protection to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection. Professional Clients and Eligible Counterparties are considered to be more experienced, knowledgeable and sophisticated and able



to assess their own risk and are thus afforded less regulatory protection. Contrary to Professional Clients and Eligible Counterparties, Retail Clients, *inter alia*, benefit from the following additional regulatory protections pursuant to MiFID II, the Investor Protection Order and the Best Execution Order:

- i. where Saxo Bank provides a Retail Client with information about a financial instrument that is the subject of a current offer to the public and a prospectus has been published in connection with that offer, Saxo Bank shall in good time before the provision of Services to the Retail Client inform the Retail Client where that prospectus is made available to the public. In relation to shares of undertakings for collective investment in transferable securities (UCITS) and alternative investment funds (AIFs), Saxo Bank shall prior to the Retail Client's investment in such shares and/or at the Retail Client's request offer the Retail Client the relevant prospectus, key investor information document or document with significant investor information (as applicable);
- ii. where Saxo Bank holds a Retail Client Account, Saxo Bank will in certain circumstances inform the Retail Client where the initial value of an Instrument depreciates;
- iii. where Saxo Bank executes an order on behalf of a Retail Client, the Best Execution Obligations:
  - a. shall be determined in terms of total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Retail Client which are directly related to the execution of the order; and
  - b. include that the best execution as a main rule is the result incurring the Retail Client the lowest possible such total remuneration;
- iv. where Saxo Bank executes an order on behalf of a Retail Client, Saxo Bank shall provide that Retail Client with the Order Execution Policy, which shall provide a link to the most recent execution quality data published in accordance with MiFID II Directive

article 27(3) for each execution venue listed in the Order Execution Policy;

- v. where Saxo Bank executes an order on behalf of a Retail Client, Saxo Bank shall inform the Retail Client about any material difficulty relevant to the proper carrying out of that order promptly upon becoming aware of such difficulty;
- vi. where Saxo Bank is offering to a Retail Client an investment service together with another service or product as part of a package or as a condition for the same agreement or package, and where the risks resulting from such an agreement or package offered to the Retail Client are likely to be different from the risks associated with the components taken separately, Saxo Bank shall provide an adequate description of the different components of the agreement or package and the way in which its interaction modifies the risks;
- vii. where Saxo Bank executes an order on behalf of a Retail Client, Saxo Bank will request relevant information from the Retail Client in order to assess whether the product or Service offered by Saxo Bank or requested by the Retail Client is appropriate for that Retail Client;
- viii. where Saxo Bank provides information to a Retail Client that contains an indication of past performance of a financial instrument, a financial index or an investment service and such indication relies on figures denominated in a currency other than that of an EU member state in which the Retail Client is resident, Saxo Bank shall clearly state the currency together with a warning that the return may increase or decrease as a result of currency fluctuations;

3.3 Clients have the right to request to be reclassified online and thus to increase or decrease the level of regulatory protection afforded, including as described in Clause 3.2. In order for a Client to be treated as an Eligible Counterparty or a Professional Client (either on an overall level or on a product level), the Client must meet certain specified criteria as provided by the Investor Protection Order and MiFID II and – in case of reclassification to Eligible Counterparty – expressly consent to be treated as an Eligible Counterparty.

- 3.4 Saxo Bank may on its own initiative (i) treat an Eligible Counterparty as Professional Client or Retail Client, or (ii) treat a Professional Client as Retail Client, and thereby increase the regulatory protection afforded to the respective Client.
- 3.5 The Client's Client Classification is not permanent and the Client shall keep Saxo Bank immediately informed of any change in its status or situation which could affect the Client Classification.
- 3.6 The Client acknowledges that the Services that Saxo Bank offers to Clients may depend on the client classification, and that all Services may therefore not be available to all types of Clients.

## SERVICES AND TRADING

### 4. SERVICES

- 4.1 Saxo Bank provides a variety of banking and trading related Services. Unless otherwise specifically agreed in writing, all Services provided by Saxo Bank to Clients are subject to these Terms.
- 4.2 The nature and risks of Instruments relevant to the Services are generally described on Saxo Bank's website [www.home.saxo](http://www.home.saxo).
- 4.3 The Client and Saxo Bank will enter into any Contracts as Principals. Saxo Bank may at its discretion cover or hedge any Contracts with its Liquidity Providers, but the Client will have no recourse against any of Saxo Bank's Liquidity Providers.
- 4.4 Saxo Bank shall be entitled to consider the Client as Principal in relation to any Contract even if the Client in its arrangements with any third party acts as Agent on behalf of such third party, regardless of whether the Client has identified the arrangement and/or the third party to Saxo Bank.
- 4.5 Notwithstanding any other provision of these Terms, in providing its Services, Saxo Bank is entitled to take any action considered necessary and reasonable to ensure compliance with the Market

Rules, decisions by and agreements with Regulated Markets, other markets, Liquidity Providers or public authorities and/or applicable law.

### 5. ADVICE AND RECOMMENDATIONS

- 5.1 Saxo Bank provides execution-only services to the Client unless otherwise agreed. Saxo Bank accepts no obligation to provide individual advice, surveillance, information or recommendations in respect of any Instrument or Service.
- 5.2 If Saxo Bank provides advice, information or recommendations to the Client, such advice, information or recommendations are provided on a non-independent basis, and Saxo Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, the profitability, accuracy or completeness of such advice, information or recommendations, unless Saxo Bank has acted grossly negligently and is liable pursuant to these Terms.
- 5.3 Saxo Bank does not provide any advice to the Client on any tax related matters. Saxo Bank encourages the Client to obtain independent advice from its financial advisor, auditor and/or legal counsel with respect to tax implications of the respective Services.
- 5.4 The Client acknowledges, recognizes and accepts that (i) any recommendation and any information communicated by Saxo Bank does not constitute an offer to enter into a Contract or an offer to buy or sell or the solicitation of an offer to buy or sell any Instrument, and (ii) such recommendation and information, although based upon information from sources believed by Saxo Bank to be reliable, may be based solely on a broker's opinion, and (iii) any information communicated may be incomplete and may be unverified and/or unverifiable.

### 6. ORDERS AND INSTRUCTIONS

- 6.1 The Client may provide Saxo Bank with instructions and orders in the form and using the media determined by Saxo Bank from time to time, including by way of the Trading Platform. If the Client submits

an order by other means than the Trading Platform, Saxo Bank may manually verify the basis of the relevant order prior to processing, and this may likely result in an extended processing time. Placement of orders by telephone may be subject to higher commissions than placement of orders via the Trading Platform.

- 6.2 The Client's instructions and orders are binding on the Client when received by Saxo Bank. If the Client wishes to withdraw an instruction or order to Saxo Bank that has not yet been executed, the Client may contact Saxo Bank and request that the order be cancelled, but Saxo Bank is under no obligation to accept the cancellation of such instruction or order. A request for cancellation of an order can be made via the Trading Platform or by calling Saxo Bank Sales Trading, except that requests concerning cancellation of orders, made when the Margin Requirement is not fulfilled, can only be made to Saxo Bank Sales Trading. An instruction or order is not cancelled until the Client has received a written confirmation of the cancellation from Saxo Bank.
- 6.3 No instruction or order from a Client is binding on Saxo Bank until it has been accepted. No binding Contract or other transaction is entered into until it has been recorded as executed by Saxo Bank and confirmed by Saxo Bank to the Client through the Settlement/Trade Confirmation, subject to Clause 12. If an Event of Default occurs, Saxo Bank reserves the right to calculate the net amount owed by either party in accordance with these Terms regardless of any Settlement/Trade Confirmation provided.
- 6.4 Only the Settlement/Trade Confirmation made available to the Client constitutes Saxo Bank's confirmation of the execution of a Contract or order. Confirmation by the Trading Platform itself, when the Client transmits instructions via the Trading Platform, does not constitute confirmation of the execution of a Contract or order.
- 6.5 In the event that the Client believes to have placed an instruction or order, but the Client has not received a Settlement/Trade Confirmation, the Client must contact Saxo Bank immediately. In the absence of such immediate notice from the Client,

the order, transaction or Contract may at Saxo Bank's sole discretion be deemed non-existent even if received by Saxo Bank.

- 6.6 Saxo Bank will handle orders and instructions in accordance with its Order Execution Policy and applicable law. If Saxo Bank believes that it is not reasonably practicable to act upon instructions or orders from a Client within reasonable time, Saxo Bank (i) may defer acting upon that instruction or order until it is, in Saxo Bank's reasonable opinion, practicable to do so, or (ii) notify the Client that Saxo Bank will not act upon such instruction or order. Saxo Bank may cancel any order for an Instrument if the specific Instrument is suspended from trading or transferred to the observation list on the relevant market.
- 6.7 Saxo Bank supports different order types which are described in, and executed in accordance with, its Order Execution Policy. For the avoidance of doubt, Limit Orders and Stop Orders are not guaranteed executable at the price or amount specified by the Client, but will be executed in accordance with Saxo Bank's Order Execution Policy in the absence of an Event of Default of the Client.
- 6.8 The Client shall be responsible for (i) all orders and instructions provided, (ii) the accuracy of all information sent via the Internet in the Client's name and (iii) passwords and any other personal identification means implemented to identify the Client.
- 6.9 Saxo Bank may refuse to act upon any instruction from a Client or any person authorised by the Client if Saxo Bank reasonably believes that the transaction, pursuant to the instruction submitted, will be in violation of e.g. Market Rules, usual market practice, and/or applicable law, including, but not limited to, legislation on money laundering and insider trading. Further, Saxo Bank may refuse to act if such disposal, in Saxo Bank's sole discretion, will put the Client's and/or Saxo Bank's economic solidity at risk or is reasonably likely to prejudice Saxo Bank's rights under these Terms.
- 6.10 If the Client is a non-financial entity, the Client acknowledges that, if the Client accepts to enter into a Contract relating to commodities and the Client has not notified Saxo Bank of otherwise, Saxo

Bank assumes that the Client does not enter into such Contract for the purpose of reducing risks directly relating to the commercial activities of the Client as described in Section 129(2) of the Capital Markets Act and Article 7 of Commission Delegated Regulation 2017/591. The Client shall immediately notify Saxo Bank, if the Client anticipates to enter into such Contract for such purpose.

## 7. DEALINGS AND COMMUNICATIONS

- 7.1 From the Trading Platform, the Client can print reports on trading activities, Account balances, Account Statements and Account Summaries.
- 7.2 The Account Summary and the Account Statement are normally updated during Saxo Bank's opening hours. The Client accepts not to receive any Account Statements or Account Summaries in printed form other than upon specific request.
- 7.3 Saxo Bank will provide the Client with reports on the Services provided including periodic communications to the Client, taking into account the type and the complexity of Instruments involved and the nature of the Service provided to the Client and, where applicable, the costs associated with the Services provided, all in accordance with MiFID II and the Investor Protection Order.
- 7.4 Upon an order execution by Saxo Bank on behalf of the Client, Saxo Bank shall:
- i. subject to Clause 6, promptly provide the Client, in Durable Medium, with essential information concerning the execution of that order; and
  - ii. subject to Clause 6, provide the Client with a Settlement/Trade Confirmation as soon as possible and no later than the first business day upon the order execution, or where such Settlement/Trade Confirmation is dependent on Saxo Bank receiving confirmation from a third party, no later than the first business day following receipt of the confirmation from the third party;
- pursuant to MiFID II Delegated Regulation article 59.
- 7.5 Any notice or any other communication to be provided by Saxo Bank to the Client, including Account Statements and Settlement/Trade Confirmations, may at Saxo Bank's discretion be sent to the Client in electronic form via e-mail or by display on the Client's Account Summary on the Trading Platform. The Client is obliged to provide Saxo Bank with an e-mail address for this purpose. An e-mail is considered received by the Client when sent from Saxo Bank. Saxo Bank is not responsible for any delay, alteration, redirection or any other modification an e-mail or other message may undergo after transmission from Saxo Bank. A message on the Client's account on the Trading Platform is considered received by the Client when Saxo Bank has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and hardware setup does not prevent the Client from receiving e-mails or accessing the Trading Platform.
- 7.6 The Client may contact Saxo Bank by way of using the details described on Saxo Bank's website [www.home.saxo](http://www.home.saxo) or stated in these Terms.
- 7.7 The Client is obliged to verify the contents of any communication, notice, statement or document, from Saxo Bank whether sent electronically or in print. Such content, shall in the absence of manifest error be deemed conclusive evidence, unless the Client notifies Saxo Bank in writing to the contrary immediately after having received such communication, notice, statement or document.
- 7.8 In order to protect the interests of the Client and/or Saxo Bank, the Client shall promptly carry out any action, which Saxo Bank may reasonably request, e.g. in relation to Corporate Actions. If the Client does not carry out such an action promptly, Saxo Bank may at its sole discretion take such steps, at the Client's cost, as Saxo Bank considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations where Saxo Bank is unable to obtain contact with the Client.
- 7.9 Saxo Bank may (but is not obliged to) require confirmation in such form as Saxo Bank may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to

Saxo Bank that such confirmation is necessary or desirable.

- 7.10 Clients shall be able to communicate with Saxo Bank and will receive documents and other information from Saxo Bank in Danish, English or any other language as Saxo Bank may offer from time to time. Saxo Bank may communicate with the Client and provide documents and other information to the Client in Danish, English or any other language agreed between the Parties.

## 8. POWER OF ATTORNEY

- 8.1 If the Client wants to allow a third party to trade on the Client's Account, the Client shall issue a separate written power of attorney to the relevant third party. In such instance, it is a requirement that one of Saxo Bank's power of attorney forms is used. The issue of the power of attorney must be approved by Saxo Bank. A personal user ID and password will be provided by Saxo Bank to the approved holder of the power of attorney. Saxo Bank can only undertake to register one power of attorney per Client. Saxo Bank must be informed in writing if the Client wishes to revoke such power of attorney, to change the extent of the power of attorney, or grant a power of attorney to a different person.
- 8.2 Saxo Bank shall be entitled to receive instructions from any person authorised by the Client and to rely on any power of attorney afforded to any person who appears authorised.
- 8.3 The Client is accountable to Saxo Bank for losses that Saxo Bank may suffer as a result of instructions from a person who has explicit or tacit power of attorney to instruct Saxo Bank on behalf of the Client.

## 9. USE OF THE TRADING PLATFORM

- 9.1 The technical requirements, which the Client's IT-equipment, operating system, internet connection etc. shall comply with, are described on Saxo Bank's website [www.home.saxo](http://www.home.saxo).

- 9.2 The Client shall enter his/her user ID and password when logging on to the Trading Platform. The Client shall memorize the password. Entering an incorrect password five times in a row will automatically terminate the connection and block the user ID. Saxo Bank shall inform the Client of a termination/blocking and the reasons for it, where possible, before the termination/blocking, and if this is not possible, immediately thereafter, unless giving such information will compromise objectively justified security reasons.

- 9.3 If the Client becomes aware, or suspects, any unauthorized use of the Trading Platform and/or that the Client's password has been misappropriated by a third party, the Client shall immediately notify Saxo Bank, via telephone +45 39 77 40 01, to block the password, Account and Trading Platform. Blocking the Trading Platform prevents other parties from accessing it. Open orders and positions placed on the Trading Platform before any blocking will not be affected hereby, unless the Client specifically requests otherwise. Upon the blocking of a password, the Client may order a new password.

- 9.4 The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's Account(s) or Trading Platform(s).

- 9.5 Subject to Clause 9.7 and mandatory applicable law, the Client is liable to Saxo Bank for orders and Contracts placed or entered into by use of the Client's password, even if such use proves wrongful, and for any other unauthorised use.

- 9.6 The right to use the Trading Platform is strictly personal, and the Client shall not allow any other parties to use the Client's user ID and/or password.

- 9.7 The Client shall not be liable for any abuse or other unauthorized use of the Trading Platform occurring after the Client has notified Saxo Bank pursuant to Clause 9.3 and Saxo Bank has had reasonable time to act thereon.

## 10. TRANSFER OF FUNDS

- 10.1 The Client understands and accepts that in order to secure the identity of the transferor/Client, Saxo

Bank only allows transfers of funds to and from the Client's Account(s) to and from the Client's own account(s) in other banks. This entails that Saxo Bank must receive sufficient information about the transfer from the transferring bank to ensure the identification of the relevant Client and relevant Account on which the funds shall be booked. Therefore, the Client understands and accepts that Saxo Bank is only able to place and book any transferred funds, if Saxo Bank is able to properly identify the Client and the Account on which the funds shall be booked.

- 10.2 For incoming transfers of currency, the funds are booked and at disposal on the Client's Account without undue delay after Saxo Bank has received the funds and in accordance with applicable law, subject to the instruction being complete and correct. The funds will not be taken into account for purposes of the Client's Margin Requirement before the funds are booked and at disposal on the Client's Account.
- 10.3 When the Client transfers funds between two Accounts held with Saxo Bank, the funds are at disposal on the receiving Account on the day of the transfer.
- 10.4 Payments into the Client's Account are deposited by Saxo Bank on the condition that Saxo Bank receives the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of, or requests for, payment.
- 10.5 The Client understands and accepts that the Client must always supply Saxo Bank with complete and correct payment details when providing payment instructions, including IBAN number and BIC code where relevant. When providing payment instructions the Client shall use the form available on Saxo Bank's website [www.home.saxo](http://www.home.saxo). In the absence of the said information, Saxo Bank is not liable for the completion of the transfer, nor for any delays or extra costs arising from the absence of e.g. the IBAN number and/or BIC code.
- 10.6 The Client acknowledges that Saxo Bank cannot be held liable for the number of days passing between the transfer of funds by the sending bank until the funds are received by Saxo Bank and booked on the Client's Account.
- 10.7 The Client acknowledges that Saxo Bank cannot be held liable for the number of days passing between the transfer of funds from Saxo Bank until the funds are booked on the account with the receiving bank.
- 10.8 The Client understands and accepts that the Client is liable for any costs arising from any delays caused by and any errors made by the receiving financial institution or its intermediate financial institutions.
- 10.9 The Client is made aware that Exceptional Market Conditions, Force Majeure Events and similar events can cause the booking of funds to be delayed. Saxo Bank is not liable for such delays.
- 10.10 If electronic transfer requests are received via the Trading Platform no later than 14:00 CET on a Business Day, the transfer will be processed the same day. If the electronic transfer request is received on a Business Day after 14:00 CET or on a non-Business Day the transfer will be processed as if it was received on the next Business Day.
- 10.11 The Client understands and accepts that due to transfer costs, if the amount held in the Client's Account(s) is less than EUR 100, Saxo Bank will transfer the total amount.
- 10.12 If transfer requests are received in any other format than described in Clause 10.5, the transfer request will be processed within 2 (two) Business Days.
- 10.13 The Client understands and accepts that Saxo Bank executes all payments as SHA payments which means that the Client must carry all costs applied by other banks used for routing the funds to the Client's account with the beneficiary bank.
- 10.14 For standard transfers the cash is available to Saxo Bank's correspondent bank in 1 (one) Business Day after execution at Saxo Bank.
- 10.15 The Client understands and accepts that Saxo Bank executes payments as SEPA payments if the following criteria are met:



- i. The receiving bank must be a financial institution located within the EU or the EEA.
- ii. The recipient's account number must be indicated in the form of an IBAN number.
- iii. The receiving bank must be indicated in the form of a BIC code.
- iv. The receiving bank must have adopted the "SEPA Credit Transfer Scheme".

## 11. POSITIONS - REFUSAL, CLOSE-OUT AND ROLL

11.1 The Client accepts and acknowledges that Saxo Bank shall have the right (in addition to any other rights Saxo Bank may have under these Terms, or under Danish law in general) to refuse orders to establish new or larger positions or to buy or sell Instruments. Saxo Bank will inform the Client as soon as practicable regarding such refused orders and the reason for the refusal.

11.2 The Client accepts and acknowledges that Saxo Bank shall have the right (in addition to any other rights Saxo Bank may have under these Terms, or under Danish law in general) to reduce the size of the Client's open positions (net or gross). Saxo Bank will inform the Client as soon as practicable regarding such reduction and the reason hereof. Situations where Saxo Bank may exercise the right to reduce the size of the Client's open positions include, but are not limited to, situations where:

- i. Saxo Bank has reason to believe that the Client may be in possession of Inside Information;
- ii. Saxo Bank considers that there are abnormal trading conditions;
- iii. the value of the Client's Collateral (as determined by Saxo Bank in accordance with Clause 26.7) falls below the Margin Requirement;
- iv. the Client has a negative cash balance on any Account; or
- v. an Exceptional Market Condition occurs or is likely to occur.

11.3 Unrealized losses of Euro 100,000 or more in Margin Positions can potentially cause unnecessary risks to the Client and Saxo Bank. The Client accepts and acknowledges that if unrealized losses on Margin Positions in aggregate exceed Euro 100,000, Saxo Bank has with 8 Business Days' written notice to the Client the right, but not the obligation to:

- i. Initiate netting of positions in accordance with the FIFO Principle and cancel all or part of the Client's Related Orders, and/or
- ii. Close all or part of opposite Margin Positions at the prevailing market rate (the Closing Rate) and opening new similar positions at the Closing Rate, and/or
- iii. Close all or part of the Margin Positions by executing directly opposite trades,

thereby realizing the losses suffered. The unrealized loss is calculated as the sum of all the unrealized losses deducted the unrealized profits of all the Client's Accounts with Saxo Bank.

11.4 When the Client instructs Saxo Bank to enter into a position opposite to one or more of the Client's existing open positions, Saxo Bank will close out the opposite position in accordance with the FIFO Principle, unless the existing position has Related Orders or otherwise agreed between Saxo Bank and the Client. However, even where there is a Related Order to an existing position, Saxo Bank will wholly or partially close out the existing position in accordance with the FIFO Principle if Saxo Bank can only partially fill an opposite order. Any Related Order to the existing position will thereby be cancelled, but the Client can place new Related Orders in relation to any remainder of such existing positions.

11.5 Subject to Clause 11.4, the Client acknowledges that Saxo Bank has the right, but not the obligation, to close opposite positions, wholly or partly, regardless of whether the opposite positions are held on the same Account or separate Accounts.

11.6 The Client is specifically made aware that unless closed manually, FX positions and FX commodities may be rolled over on a continuous basis and the Client will thereby incur a cost for such roll-over in relation to each position.

## 12. PRICES, ERRORS AND CHANGES IN CONDITIONS

- 12.1 If the Client makes any payment which is subject to any currency fluctuations, withholding or deduction, the Client shall pay to Saxo Bank an additional amount to ensure that the total amount actually received by Saxo Bank is equal to the full amount Saxo Bank would have received had no currency fluctuations, withholding or deduction been made.
- 12.2 Saxo Bank may offer real-time tradable prices to the Client. Due to delayed transmission, the price offered by Saxo Bank may have changed before an order or instruction from the Client is received by Saxo Bank. Saxo Bank shall be entitled to change the price on which the Client's order or instruction is executed to the market value at the time at which the order from the Client is received or executed.
- 12.3 Prices offered by Saxo Bank regarding the sale, purchase or exercise of Listed Derivatives reflect the price of the relevant Reference Derivative. Due to the period from the Client's acceptance or instruction regarding a Listed Derivative until the execution of the relevant Reference Derivative on the Regulated Market by the Listed Derivative Counterparty, another third party or Saxo Bank (as the case may be), the price as listed on the Trading Platform is subject to change, in order for the Listed Derivative to reflect the price of the relevant Reference Derivative at the time of its execution or exercise (as applicable).
- 12.4 (i) In the event that a price quoted by Saxo Bank or at which any Contract or other transaction is entered into (including where confirmed in a Settlement/Trade Confirmation) does not reflect the market price (e.g. due to market liquidity, announcements affecting the market, misfeeds from providers of prices, quotes from Liquidity Providers, or suspension of trading) (a "Misquoted Price") or (ii) if an Exceptional Market Condition occurs or is likely to occur, Saxo Bank may in its sole discretion either (a) refrain from executing, or cancel, any Contract or any purchase or sale of any Instrument which is, or purports to have been, entered into at the Misquoted Price, (b) execute the Contract or the sale or purchase of any Instrument at the Misquoted Price or the price which in Saxo Bank's reasonable opinion reflects the market price, or (c) change any Contract or purchase or sale of any Instrument already executed to the price which in Saxo Bank's reasonable opinion reflects the market price.
- 12.5 If Saxo Bank can (i) document the existence of errors in prices, Commissions and Charges, other commissions and/or in the Trading Platform at the time of the conclusion of the Contract or order and (ii) render probable that, based on the Client's trading strategy or other behaviour, the Client deliberately and/or systematically has exploited or attempted to exploit such errors, Saxo Bank is entitled to take one or more of the following counter-measures:
- i. Adjust the price spreads and/or liquidity available to the Client;
  - ii. Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
  - iii. Retrieve from the Client's Account any historic trading profits that have been gained through such behaviour at any time during the relationship between the Client and Saxo Bank; and/or
  - iv. Terminate the relationship between the Client and Saxo Bank immediately by giving written notice.
- 12.6 If (i) the Regulated Market, on which a Reference Derivative is traded, and/or (ii) the Listed Derivative Counterparty takes any action which affects the Reference Derivative or the contract Saxo Bank has entered into with the Listed Derivative Counterparty, then Saxo Bank may take any action with regard to the relevant Listed Derivative which Saxo Bank in its sole discretion considers desirable or appropriate to (a) match the action taken by the Regulated Market and/or Listed Derivative Counterparty or (b) mitigate any loss which is or may be incurred by it as a result of such action.
- 12.7 The Client acknowledges, recognizes and understands that:
- i. The execution of all transactions in Instruments which are traded on Regulated Markets, and many Contracts, will be effected subject to, and in accordance with, Market Rules;



- ii. Market Rules usually contain far-reaching powers for authorities and market places in an emergency or otherwise undesirable situation;
- iii. If any Regulated Market or clearing house takes any action which affects a transaction in Instruments or a Contract, directly or indirectly, including any Listed Derivative, then Saxo Bank is entitled to take any action which Saxo Bank in its sole discretion considers desirable or appropriate in relation to any Contract or transaction with any Client;
- iv. Where any transaction is effected by Saxo Bank as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk; and
- v. Saxo Bank's obligation to deliver Instruments to the Client or to account to the Client or any other person on the Client's behalf for the proceeds from a sale of Instruments, shall be conditional upon receipt by Saxo Bank of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction.

### 13. AGGREGATION AND SPLIT

- 13.1 Saxo Bank is entitled to aggregate the Client's orders with Saxo Bank's own orders, orders of any member of the Saxo Bank Group and/or persons connected with Saxo Bank, including employees and other clients, if it is unlikely that such aggregation of orders and transactions will work overall to the disadvantage of any Client whose order is to be aggregated.
- 13.2 Saxo Bank may split the Client's orders when executing these.
- 13.3 Orders will only be aggregated or split if Saxo Bank reasonably believes it to be in the best interest of Clients. The Client accepts and acknowledges that on some occasions, aggregation or split of the Client's orders may work for the disadvantage to the Client in relation to a particular order and result in the Client obtaining a less favour-

able price than if the Client's orders had been executed without being aggregated with other orders or split.

### 14. HANDLING OF CLIENTS USING JOINT ACCOUNTS

- 14.1 In relation to Joint Accounts,
- i. the liabilities of each of the Joint Account Clients on a Joint Account shall be direct, joint and several;
  - ii. any notice or other communication provided by Saxo Bank to one Joint Account Client shall be deemed to have been provided to all Joint Account Clients of the relevant Joint Account; and
  - iii. if an Event of Default has occurred in respect of one Joint Account Client, then such Event of Default shall be deemed to have occurred in respect of all the Joint Account Clients of that specific Joint Account and all of the rights of Saxo Bank, including under Clauses 26-28 and 30 shall apply in relation to all the Joint Account Clients of the relevant Joint Account.

### 15. USE OF LIQUIDITY PROVIDERS FOR EXECUTING ORDERS OR CONTRACTS

- 15.1 For the execution of an order or Contract on a Regulated Market, of which Saxo Bank is not a member, or for the execution of any other Client instruction, Saxo Bank may, at Saxo Bank's own discretion, select any Liquidity Provider to carry out such execution.
- 15.2 Saxo Bank is not liable whatsoever for any disposition or omission or insolvency of a Liquidity Provider and cannot be made liable by the Client for any loss directly or indirectly owing to the action or omission or insolvency of a Liquidity Provider, unless it is proven that Saxo Bank has not acted with sufficient care when selecting the Liquidity Provider.

**16. MARKET MAKING**

- 16.1 The Client acknowledges that Saxo Bank may act as a Market Maker in certain markets, including foreign exchange markets, OTC foreign exchange options and CFD Contracts. In relation to any Contract, including when acting as Market Maker, Saxo Bank is the Client's counterparty.
- 16.2 Saxo Bank will generally, upon the Client's written request, disclose to the Client whether Saxo Bank acts as a Market Maker in relation to certain Instruments.
- 16.3 When acting as a Market Maker, Saxo Bank may quote the Client bid and ask prices. However, the Client accepts that Saxo Bank has no obligation to quote prices to the Client at any time in any given market, nor an obligation to quote prices with a specific maximum spread to the Client.
- 16.4 Saxo Bank may, at Saxo Bank's absolute discretion, hedge any Client position against the position of another Client or a position with one of Saxo Bank's Liquidity Providers or have a proprietary position with the intention to obtain trading profits from such positions.
- 16.5 The Client accepts that Saxo Bank, as Market Maker, may hold positions that are opposite to positions of the Client, resulting in potential conflicts of interest between Saxo Bank and the Client, cf. Clause 32.
- 16.6 The Client acknowledges, recognizes and accepts that Saxo Bank quotes variable spreads on certain Contracts. The Client is specifically made aware that such variable spreads on certain Contracts are affected by market conditions, which are beyond Saxo Bank's control. Saxo Bank does not guarantee any maximum or minimum quotable spreads on Contracts.
- 16.7 Except as provided by MiFID II, the Best Execution Order and the Investor Protection Order, Saxo Bank is at no time obliged to disclose any details of any spreads obtained, its performance or its income produced as a Market Maker or otherwise.
- 16.8 The Client accepts that, as a Market Maker, Saxo Bank will, while observing the Best Execution Obligations, seek to make profits. Spreads included in prices quoted by Saxo Bank may include commission, interest charges and other costs associated with the Market Maker function. The Client accepts that Saxo Bank has the right to hedge the Client's positions at prices which may be significantly different from the price quoted to the Client which may result in Saxo Bank obtaining a profit.
- 16.9 The Client understands and accepts that when Saxo Bank acts as a Market Maker it may be necessary for Saxo Bank to manage its available liquidity by separating its Clients into different liquidity pools where the pricing, and available liquidity in each group may be independent of the other pools/groups. Liquidity separations can become relevant for Clients who, for example: have price agreements deviating from standard, use alternative trading tools (e.g. API), trade outside normal trading hours, trade in odd sizes, make frequent use of resting orders that can require manual attention, frequently transact in multiple products and/or asset classes, or have other similar features to their trading.

**17. INTRODUCING BROKERS**

- 17.1 The Client may have appointed or been referred to Saxo Bank by an Introducing Broker. Saxo Bank shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will either be acting as an independent intermediary or an Agent for the Client and that no such Introducing Broker shall be authorized to make any representations concerning Saxo Bank or Saxo Bank's Services.
- 17.2 The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as Saxo Bank may pay fees or commission to such person in accordance with Clause 24.9, which will be disclosed to the Client pursuant to Clause 24.10.
- 17.3 The Client is also specifically made aware that the Client's agreement with its Introducing Broker may

result in additional costs for the Client as the Introducing Broker may deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Client's Account either by the Introducing Broker or the Client.

- 17.4 If the Introducing Broker undertakes any deductions from the Client's Account according to any agreement between the Client and the Introducing Broker, Saxo Bank has no responsibility as to the existence or validity of such an agreement.
- 17.5 If the Client wants an Introducing Broker to manage the Client's Account(s), the Client shall provide a power of attorney to Saxo Bank. Saxo Bank shall have no responsibility or liability to the Client for following the instructions given by an Introducing Broker under any power of attorney or for any other actions or omissions of any Introducing Broker.
- 17.6 Saxo Bank is under no obligation to supervise or review any payment instructions or any other acts, including, but not limited to, the trading, of the Introducing Broker.
- 17.7 Saxo Bank is not responsible for the size or reasonableness of any commissions and/or fees, as well as any price or interest rate, paid by the Client to the Introducing Broker.

## 18. SETTLEMENT AND DELIVERY OF INSTRUMENTS

- 18.1 The Client shall be obliged to promptly make any payment or deliver any Instrument under a Contract in accordance with (i) the terms of that Contract and (ii) any instructions given by Saxo Bank for the purpose of enabling Saxo Bank to perform its obligations under any corresponding contract entered into between Saxo Bank and a Liquidity Provider, including Listed Derivative Counterparties.
- 18.2 If the Client does not provide Saxo Bank with notice of its intention to exercise a Contract, which requires an instruction from the Client, at the time stipulated by Saxo Bank, Saxo Bank may assume

that the Client has given up the Contract, subject to Clause 18.4. If the Client wishes to exercise such a Contract, the Client must provide Saxo Bank with notice thereof in reasonable time (and within applicable cut-off times) for Saxo Bank to exercise the corresponding right under any Contract, including any Contract entered into by Saxo Bank with a Listed Derivative Counterparty in relation to Listed Derivatives.

- 18.3 When a Client purchases Custody Securities, the Client only obtains unconditional title of right to the Custody Securities provided the final payment to Saxo Bank is made on the settlement date. Until final payment is made, Saxo Bank reserves the right to the Custody Securities being purchased by the Client. When a Client sells Custody Securities to Saxo Bank, Saxo Bank's payment of the settlement amount is subject to Saxo Bank acquiring unconditional title to the Custody Securities on the day of settlement.
- 18.4 Listed Options, with put or call options as Reference Options, that close one Tick or more In the Money on the last trading day, will automatically be exercised, regardless of whether the Client has purchased or sold the Listed Option. The Client cannot instruct Saxo Bank to refrain from exercising Listed Options that are In the Money at expiry, and cannot at any time instruct Saxo Bank to exercise Listed Options that are Out of the Money.
- 18.5 When Saxo Bank is notified by its Liquidity Providers that one or more short option positions have been exercised in relation to short Listed Options, Saxo Bank will apply a random method of allocating the exercised positions among the relevant Clients. Saxo Bank's allocation method randomly selects short Listed Options among all Saxo Bank's relevant Clients, including Listed Options opened immediately prior to the allocation. All short Listed Options are subject to the exercising of any rights and allocation at any time. When a short Listed Option is allocated, the relevant Client is obliged to, within the applicable time of delivery, deliver (i) the Instrument or relevant amount of cash in case of a short call Listed Option and (ii) the relevant amount of cash in case of a short put Listed Option, to effect settlement.

- 18.6 Settlement of Listed Options shall correspond to the settlement of the relevant Reference Option in accordance with the applicable Market Rules and terms and conditions, and
- i. for Listed Options with a cash settled option as Reference Option, final settlement requires payment of the cash difference between the value of the Reference Option and the strike price;
  - ii. for Listed Options with physically settled options as Reference Options, the Listed Options will settle into physically settled options between Saxo Bank and the Client;
  - iii. a Listed Option, which has an option on a future as a Reference Option, will settle into a future, between Saxo Bank and the Client, which matches the relevant future and which is acquired at the strike price;
  - iv. Saxo Bank will only allow the Client to trade Listed Options which have an option on a future, with physical delivery, as a Reference Option, if the Listed Option expires before the relevant future; and
  - v. Saxo Bank will require the Client to close any Listed Derivative with physical delivery of commodities before it can be exercised or is completed, as Saxo Bank does not support physical delivery of commodities.

## 19. DELEGATED TRADE REPORTING

- 19.1 This section only applies to Clients domiciled in a country in the European Economic Area (EEA).
- 19.2 Unless otherwise agreed, Saxo Bank will on behalf of the Client report the entry into, modification and termination of all derivative transactions, between Saxo Bank and the Client, to a Trade Repository (Delegated Trade Reporting) as required by EMIR.
- 19.3 Correct performance of Delegated Trade Reporting is subject to the Client timely providing Saxo Bank with the Client's Legal Entity Identifier code (LEI code) and such other information, as Saxo Bank requires from time-to-time.
- 19.4 Notwithstanding Delegated Trade Reporting performed by Saxo Bank, the Client remains legally

responsible for reporting its own transactions. The Client is encouraged to request the Trade Repository for access to view all derivative transactions reported by Saxo Bank under the Client's LEI code. The Client must notify Saxo Bank immediately if the Client believes there are any inaccuracies in such reports.

- 19.5 The Client accepts and acknowledges that Saxo Bank is not in breach of any restrictions on disclosure of information imposed by any agreement or by any legislative, regulatory or administrative provisions when performing Delegated Trade Reporting.
- 19.6 Any loss or damage the Client may suffer as a consequence of Delegated Trade Reporting is subject to the terms and conditions of these Terms including, but not limited to, the general liability limitation and governing law in Clauses 31 and 39. Saxo Bank is under no circumstances, responsible for indirect loss or damage.
- 19.7 The Client can at any time, by giving notice to Saxo Bank, choose to discontinue Delegated Trade Reporting. Saxo Bank may discontinue Delegated Trade Reporting by giving not less than three months prior written notice to the Client.
- 19.8 No charge is currently levied by Saxo Bank in connection with Delegated Trade Reporting. However, Saxo Bank reserves the right to charge a fee for Delegated Trade Reporting and may exercise its right to do so by giving no less than two months' notice to the Client.

## Custody Services

### 20. GENERAL PROVISIONS

- 20.1 Saxo Bank may hold Custody Securities in custody on behalf of the Client directly or through External Custody Providers. This Clause 20 contains the terms and conditions that apply specifically to Saxo Bank's custody services.
- 20.2 In order to ensure protection of the Clients' Custody Securities, Saxo Bank exercises due skill, care and diligence in its selection, appointment and periodic

review of External Custody Providers and its arrangements with External Custody Providers. Saxo Bank uses well reputed External Custody Providers with particular expertise in provision of custody services and takes into account relevant national law on safekeeping of financial instruments. Saxo Bank's arrangements with External Custody Providers include covenants ensuring segregation and identification of Custody Securities. In addition, Saxo Bank is member of the Guarantee Scheme for Depositors and Investors as described in Clause 37.

- 20.3 In case of bankruptcy of an External Custody Provider, Saxo Bank or another External Custody Provider on Saxo Bank's behalf (as applicable) are, subject to applicable national law, entitled to claim from the relevant custody account individually segregated Custody Securities held by the External Custody Provider in bankruptcy.
- 20.4 The Client acknowledges, recognises and understands that where it is not possible to separately identify Custody Securities from proprietary financial instruments of an External Custody Provider under applicable national law, there is a risk that, Saxo Bank or another External Custody Provider on Saxo Bank's behalf (as applicable) may not be entitled to claim the Custody Securities from the bankruptcy estate of the External Custody Provider in bankruptcy which may result in the Client suffering loss.
- 20.5 In order to open a custody account with Saxo Bank, the Client must have an Account with Saxo Bank to which the revenue from the custody account is credited and any custody fees etc. may be debited.
- 20.6 When the Client deposits or transfers Custody Securities to its custody account, Saxo Bank does not check for any deficiencies, including insufficient title and authenticity of the Custody Securities.
- 20.7 If any kind of encumbrances, security interests or other rights to Custody Securities, which are provided as Collateral for Contracts or Margin Positions entered into by the Client with Saxo Bank, are registered, Saxo Bank will no longer include such Custody Securities in the calculation of the

satisfaction of the Margin Requirement applicable to the Client (but such Custody Securities will still form part of the Collateral). Saxo Bank reserves the right to reject any pledge, attachment or other encumbrance over any Custody Securities that are pledged in favour of Saxo Bank.

- 20.8 Unless otherwise agreed, dividend paid on shares held in a custody account may be paid to the Client less any applicable default withholding tax. Saxo Bank is not obliged to or liable for claiming back any withheld tax unless otherwise agreed by Saxo Bank and the Client.
- 20.9 The Client should expect the dividend of Custody Securities to be credited to the Client's Account after it is made available to Saxo Bank. The dividend is credited to the Client's Account on the condition that Saxo Bank receives the relevant amount from the issuer or an External Custody Provider (as applicable). If Saxo Bank does not receive this amount, Saxo Bank is entitled to reverse any amount deposited to the Client's Account. This applies whether or not it is expressly stated in the Account Statement or the notification of the deposit.
- 20.10 Saxo Bank will not inform the Client about any ordinary or extraordinary general meeting or any extraordinary information communicated by the issuer. Unless otherwise specifically agreed the Client will not be entitled to vote at the shareholders' general meetings.
- 20.11 Saxo Bank may from time to time be informed about class action litigation relating to Instruments that Saxo Bank holds or has held in custody on behalf of its Clients. Unless specifically agreed with Saxo Bank, Saxo Bank is not required to provide any information about class action litigation to Clients or to take any action on behalf of Clients in relation to class action litigation.
- 20.12 Saxo Bank will at least on a quarterly basis send to the Client a statement of any held Custody Securities pursuant to MiFID II Delegated Regulation article 63. Upon the Client's request, Saxo Bank shall provide such statements more frequently at a commercial cost.

20.13 Custody Securities may be held on accounts which are subject to the law of another jurisdiction than an EU member state, which may entail that the Client's right to those Custody Securities may differ accordingly. Saxo Bank may be required under such laws and practices to e.g. report the name and the address of the Client, as well as the size, composition and returns on the Client's portfolio to foreign authorities and companies.

20.14 Saxo Bank is not liable whatsoever for any disposition or omission or insolvency of an External Custody Provider and cannot be made liable by the Client for any loss directly or indirectly owing to the action or omission or insolvency of an External Custody Provider, unless it is proven that Saxo Bank has not acted with sufficient care when selecting the External Custody Provider. The Client is to the same extent as Saxo Bank subject to the applicable laws and common practices applying to the External Custody Provider and its general terms and conditions of business.

## 21. VP INSTRUMENTS

21.1 Saxo Bank is acting as account controlling institution (in Danish: kontoførende institut) with respect to VP Instruments.

21.2 Ownership and other rights to VP Instruments must be registered with VP. The registration of such rights is made on a custody account with VP established and maintained by Saxo Bank on behalf of the Client.

21.3 If the Client wishes to have VP Instruments registered by name, the Client must inform Saxo Bank accordingly by submitting the form "Application for name registration" available on Saxo Bank's website [www.home.saxo](http://www.home.saxo). Saxo Bank will subsequently register the Client's VP Instruments by name with VP. VP informs the keeper of the register of shareholders about the name and address of the person whom the Client wants to register in the issuer's share register, the date of entry, holding details and any other relevant information. The registration of name becomes effective on the day of receipt by the keeper of the register of share-

holders. The Client may require a written confirmation of the registration of the name for the relevant account and the date of such registration. If VP Instruments registered in a Client's name are sold, the registration of name is automatically deleted.

21.4 Applications for registration of rights to VP Instruments must be submitted to Saxo Bank A/S, Philip Heymans Allé 15, DK-2900 Hellerup. The application must be made in writing and cannot be provided by telephone, fax, telex, telegram, e-mail or any other electronic means of communication unless specifically agreed with Saxo Bank. Saxo Bank is open for receipt of applications from 9:00 am to 4:00 pm CET on Business Days. If an application is received outside these hours, the application is considered to be received at the beginning of the following Business Day. The Client may request a written confirmation of receipt and details of the time when Saxo Bank received the application.

21.5 Together with any application for registration of rights over VP Instruments on a custody account Saxo Bank may request documentation that:

- i. the application is submitted by the entitled person;
- ii. the transaction may be registered, and that
- iii. the right is valid.

Saxo Bank may furthermore request disclosure of additional necessary information before completing the registration. If such requested information is not provided, Saxo Bank may reject an application for registration. Such rejection will be supported by an explanation of why the application was rejected.

21.6 Saxo Bank will review any application received. The review includes assessment of:

- i. the applicant's identity,
- ii. the applicant's right of disposal,
- iii. the content of the application,
- iv. the holding of VP Instruments.

When the review has been completed, Saxo Bank will forward the application for registration to VP who will conduct a final review. The legal effect of the registration commences upon conclusion of the final review by VP. If the application cannot be registered, it will be rejected and the applicant will be informed about the rejection and the reason behind it.



- 21.7 The applicant and any person entitled according to VP's register are notified when a registration is made or amended. To the extent possible, any entitled person will be notified in connection with cancellation. VP does not issue any notification of changes in case of any holding change owing to trading. The Client is referred to the Settlement/Trade Confirmation supplied by Saxo Bank and the Account Statement. The Client may select not to receive other notifications about drawings and changes in conjunction with each individual change and opt for periodic Account Statements made available by Saxo Bank. Selection or deselection of notifications is recorded for the relevant account.

## 22. CUSTODY SECURITIES HELD IN OMNIBUS ACCOUNTS

- 22.1 By accepting these Terms the Client agrees that Saxo Bank may keep the Client's Custody Securities in an omnibus custody account as described in section 72(3) of the Danish Financial Business Act. Omnibus custody accounts are used for registration of multiple Clients' Custody Securities in the name of Saxo Bank or any of its agents instead of the Client's name, with the relevant clearing institution or External Custody Provider. Thus, the Client is not individually or personally entitled to compensation for any error made by the relevant clearing institution or External Custody Provider. Saxo Bank maintains a register, clearly stating the individual Client's ownership to the Custody Securities kept in the omnibus custody account. Any foreign Custody Securities and Danish Custody Securities, which are not registered in a separate custody account, will be kept in omnibus custody accounts with Saxo Bank or an External Custody Provider, and Saxo Bank or the External Custody Provider (as applicable) will be responsible for claiming and collecting interest payment, dividends, income and other rights belonging to the Client..
- 22.2 In case of bankruptcy of Saxo Bank, each Client is, on the basis of the rights registered for that person, entitled to claim the Client's Custody Securities held by Saxo Bank from the relevant omnibus

custody account, provided there is no current dispute regarding the Client's ownership of the Custody Securities. In case of bankruptcy of an External Custody Provider Saxo Bank may claim the Custody Securities from the omnibus custody account on behalf of any Client who Saxo Bank, according to the register, has recorded as owner of the relevant Custody Securities.

- 22.3 The Client acknowledges, recognises and understands that where it is not possible to separately identify Custody Securities from other financial instruments held in the same omnibus account as the Custody Securities under applicable national law, there is a risk that, Saxo Bank or another External Custody Provider on Saxo Bank's behalf (as applicable) may not be entitled to claim the Custody Securities from the bankruptcy estate of the External Custody Provider in bankruptcy which may result in the Client suffering loss.

## 23. CORPORATE ACTIONS

- 23.1 A rights issue is when an existing stockholder is offered a number of new shares proportional to their holding at a specified price for subscription by a specified date. These new shares may be renounceable (tradable) or non-renounceable.

If the Client is holding a stock for which there is a right issue the Client will receive the rights and have the opportunity to subscribe for new stocks, ignore the rights or sell the rights, if possible.

In order to prevent renounceable rights from becoming worthless when they expire, if the Client by the Instruction Deadline has not instructed Saxo Bank, Saxo Bank may, but is not required to, sell the rights (if possible) on behalf of the Client before the expiry of the rights. The proceeds from a sale of rights will be deducted the standard commission of the Account.

If the rights are non-renounceable, they will, if not exercised, be worthless at expiry.

- 23.2 Saxo Bank will notify the Client about conversions of convertible bonds held in custody with Saxo Bank, provided that Saxo Bank has been made

aware of such conversions and can notify the Client within the stipulated deadlines. Such notification will be for information only and will not be a recommendation. Within the deadline set by Saxo Bank, the Client must inform Saxo Bank whether the Client wants to (i) convert the bonds into shares or (ii) collect the proceeds from the bonds at maturity. If Saxo Bank does not receive instructions from the Client within the deadline set by Saxo Bank, the convertible bonds will be allowed either to mature or to wait for a subsequent offer or conversion.

In case of other Corporate Actions, Saxo Bank will, to the extent required, seek to obtain instructions from the Client and will otherwise seek to handle such Corporate Actions in the best interest of the Client to the extent that time and operational procedures will allow. Saxo Bank will have no liability for anything done or not done in the discretion of Saxo Bank acting in good faith. Special local rules may apply to certain Corporate Actions.

23.3 The Client is made aware and acknowledges that in voluntary Corporate Action where the alternative to a cash settlement is the settlement in a security that is not supported by Saxo Bank, the Client will not have the option to choose, but will be given the cash settlement.

23.4 It is standard practice for depositary receipts to charge an annual administration fee per share depending on the issuing depositary bank. The intent of the fee is to cover costs for the banks that take on the operational processes necessary to issue and trade the depositary receipt line. Typically, the fee is deducted when dividend payments are made, however, in case the depositary receipts do not pay a dividend or did not include the custodial fee in their dividend events, the fee will be administered through fee-only events.

The dividend fee is stipulated in the deposit agreement between the depositary bank and the company based upon industry standards.

The fee per depositary receipt is not dependent on the total amount of dividend being paid, but the amount of securities held.

23.5 Saxo Bank may charge commission and fees related to Corporate Actions. The prevailing trading costs are set out in the Commissions, Charges & Margin Schedule.

23.6 Taxes and fees may also occur on Corporate Actions such as fee on a stock dividend or tax on a merger. When such taxes and fees occur Saxo Bank may debit the Client's Account accordingly.

## FINANCIAL TERMS

### 24. COMMISSIONS, CHARGES AND OTHER COSTS

24.1 The Client shall be obliged to pay to Saxo Bank the Commissions and Charges set out in the Commissions, Charges & Margin Schedule. The Commissions, Charges & Margin Schedule is available on Saxo Bank's website, [www.home.saxo](http://www.home.saxo), and may be supplied to the Client on demand.

24.2 Saxo Bank will when relevant and at least once a year provide the Client with information about Commissions and Charges incurred by the Client, including information on the exact amounts on any commissions, charges and remuneration received or paid by Saxo Bank pursuant to Clause 24.9.

24.3 Saxo Bank may vary the Commissions and Charges without notice when the change is to the Client's advantage, or the grounds for changes are due to external circumstances beyond Saxo Bank's control. Such circumstances include:

- i. significant particulars of the Client, based on which individual conditions were provided, have changed;
- ii. changes in the relationship with Saxo Bank's Liquidity Providers, which affect Saxo Bank's cost structures; and/or
- iii. changes in commissions, fees and charges from Regulated Markets, other markets, clearing houses, information providers or other third party providers.

24.4 Saxo Bank may introduce new fees and vary the Commissions and Charges with one month's notice (except that the notice is two months for Private



Use to the extent these Terms are governed by the Payments Act), if:

- i. Market conditions, including competitive behaviour, call for changes to Saxo Bank's conditions; and/or
- ii. Saxo Bank for commercial reasons wishes to change its general cost and pricing structure.

24.5 The Client is deemed to have accepted the changes in Commissions and Charges pursuant to Clause 24.4 if the Client does not, before the proposed date of the change in Commissions and Charges (or for immediate changes promptly after the change), notify Saxo Bank that the Client does not accept the change in Commissions and Charges.

24.6 In addition to Commissions and Charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, fees of Regulated Markets and clearing houses and all other fees incurred by Saxo Bank in connection with any order, Contract and/or in connection with Saxo Bank maintaining the Client relationship.

24.7 Furthermore, Saxo Bank shall be entitled to demand that the following expenses are paid separately by the Client:

- i. All extraordinary disbursements resulting from the Client relationship, e.g. telephone, telefax, courier, and postal expenses, in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which Saxo Bank could have delivered in electronic form;
- ii. Any expenses of Saxo Bank caused by non-performance by the Client including a fee determined by Saxo Bank in relation to forwarding of reminders, legal assistance etc.;
- iii. Any expenses of Saxo Bank in connection with replies to inquiries by public authorities including a fee determined by Saxo Bank in relation to forwarding of transcripts and enclosures and for the preparation of copies;
- iv. Administration fees in connection with deposits of Instruments with External Custody Providers and insurance premium payments;
- v. Any expenses of Saxo Bank in connection with auditor's comments/reports if such are requested by the Client; and

- vi. Any handling fee to Saxo Bank in connection with requests for documentation from the Client.

24.8 Fees will be charged either as a fixed amount corresponding to payments effected or as a percentage or hourly rate corresponding to the service performed. The methods of calculation may be combined. Saxo Bank reserves the right to introduce new fees.

24.9 Saxo Bank may share any commissions and charges with its affiliates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts and other transactions entered into by Saxo Bank to the extent permitted by the Third Party Payments Order. Details of any such remuneration or sharing arrangement will be set out in the Commissions, Charges & Margin Schedule. Saxo Bank (or any associate) may benefit from commission, mark up, mark down or any other remuneration from the Client or its Agents where it acts as counterparty to a Contract.

24.10 Saxo Bank will prior to the provision of a Service disclose to the Client (by way of the Commissions, Charges & Margin Schedule or otherwise):

- i. the exact amounts of any commissions, charges and remuneration that will be received or paid by Saxo Bank pursuant to Clause 24.9 in connection with that Service; or
- ii. - if Saxo Bank cannot determine the exact amounts in advance - precise and understandable information of the method that has been applied to the calculation of expected amounts of any commissions, charges and remuneration that will be received or paid by Saxo Bank pursuant to Clause 24.9 in connection with that Service. In such case, the exact amounts will be disclosed subsequently when these have been determined.

Notwithstanding, benefits in kind of an insignificant value that may be received or paid by Saxo Bank pursuant to Clause 24.9 are described in a general way in the Commissions, Charges & Margin Schedule.

24.11 The Client accepts that interest charges, commissions, brokerage fees and other costs associated

with the Client's trading activities may be extensive and may, in addition to trading losses, deplete or exceed the value of deposited Collateral and negatively affect the Client's Account. The Client acknowledges and accepts that frequent transactions may result in a sum total of commissions, fees, price or interest/financing rate adjustments for trades conducted that may be substantial and not necessarily be offset by the net profits, if any, achieved from the relevant trades. The Client is responsible for correctly assessing whether the size of the total commissions, fees, price and/or interest/financing rate adjustments, for trades conducted on the Client's Account, makes trading commercially viable.

- 24.12 Unless specified otherwise in these Terms, all amounts to be paid by the Client to Saxo Bank (or Agents used by Saxo Bank) under these Terms shall, at Saxo Bank's option:
- i. Be deducted from any funds, including Collateral and other cash deposits and any Collateral, held by Saxo Bank for the Client; or
  - ii. Be paid by the Client in accordance with the provisions of the relevant Settlement/Trade Confirmation and/or as instructed by Saxo Bank.

## 25. INTEREST, ACCOUNT BALANCE AND CURRENCY CONVERSIONS

- 25.1 Subject to Clause 25.2 and save as otherwise agreed in writing, Saxo Bank shall not be liable to:
- i. pay interest to the Client on any Collateral or any credit balance in any Account or on any other sum held by Saxo Bank; or
  - ii. account to the Client for any interest received by Saxo Bank on any sums or in connection with any Contract or other transaction.
- 25.2 The Client is entitled to interest based on the Client's positive Net Free Equity in accordance with the terms of the Commissions, Charges & Margin Schedule.
- 25.3 The Client is obliged to pay interest based on the Client's negative Net Free Equity in accordance with the terms of the Commissions, Charges & Margin Schedule.

- 25.4 If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commissions, Charges & Margin Schedule.

- 25.5 Saxo Bank may vary interest rates and/or thresholds for interest calculation in the Commissions, Charges & Margin Schedule without notice when (i) the changes are to the Client's advantage, or (ii) the grounds for changes are due to external circumstances beyond Saxo Bank's control. Such circumstances include:

- i. Changes to significant particulars of the Client, based on which individual conditions were provided, occurs;
- ii. Changes in domestic and/or foreign monetary or credit policies that affect the general interest level;
- iii. Other changes in the general interest level, including in the money and bond markets; and/or
- iv. Changes in the relationship with Saxo Bank's Liquidity Providers, which affect Saxo Bank's cost structures.

- 25.6 Saxo Bank may vary interest rates with one month's notice (except that the notice is two months for Private Use to the extent these Terms are governed by the Payments Act), if

- i. Market conditions, including competitive behaviour, call for a change in Saxo Bank's interest rates; and/or
- ii. Saxo Bank wishes to change its general commission, fee and pricing structure for commercial reasons.

- 25.7 The Client is deemed to have accepted the changes in interest rates pursuant to Clause 25.6 if the Client does not, before the proposed date of the change in interest rates (or for immediate changes promptly after the change), notify Saxo Bank that the Client does not accept the change in interest rates.

- 25.8 The Client is obliged to have a positive cash balance on all Accounts at all times.

- 25.9 When calculating the actual cash balance on an Account, unrealised losses from the Client's invest-

ment activities shall be deducted from the cash balance. If such deduction results in a negative cash balance, the Client is obliged to immediately provide additional funds into the Account to ensure a continuing positive cash balance.

25.10 Saxo Bank is entitled, but shall not in any circumstances be obliged, to convert:

- i. Any realised gains, losses, option premiums, commissions, interest charges and brokerage fees, which are denominated in a currency other than the base currency of the Client's Account into the base currency;
- ii. Any cash deposit in one currency to another currency for the purpose of purchasing an Instrument or other asset denominated in a currency other than the Base Currency;
- iii. Any cash deposited with Saxo Bank by the Client into such other currency as Saxo Bank considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

25.11 Whenever Saxo Bank conducts currency conversions in accordance with Clause 25.10, Saxo Bank will do so at such reasonable rate of exchange as selected by Saxo Bank. Saxo Bank shall be entitled to add and charge a mark up to the exchange rates. The prevailing mark-up is provided in the Commissions, Charges & Margin Schedule.

## MARGIN REQUIREMENT, PLEDGE, ENFORCEMENT, NETTING AND SET OFF

### 26. MARGIN REQUIREMENT AND MARGIN POSITIONS

26.1 Saxo Bank's general Margin Requirement for different types of Margin Positions appear from the Commissions, Charges & Margin Schedule available on Saxo Bank's website, [www.home.saxo](http://www.home.saxo), as amended from time to time, and may be supplied to the Client on demand. However, Saxo Bank reserves the right to determine specific Margin Requirement for individual Margin Positions and Clients.

26.2 The Client is specifically made aware that the Margin Requirement is subject to change without notice. When a Margin Position has been opened, Saxo Bank is not allowed to close the Margin Position at its discretion, but only at the Client's instruction or according to Saxo Bank's rights under these Terms. However, Saxo Bank may increase the Margin Requirement if Saxo Bank at its sole discretion considers that its risk on a Margin Position or in respect of the Client has increased as compared to the risk on the date of the opening of the Margin Position.

26.3 The Margin Requirement applies from opening a Margin Position and throughout the term of the Margin Position. It is the Client's responsibility to continuously ensure that sufficient Collateral is available on the Account at any time to meet the Margin Requirement. Saxo Bank may, but is not required to, notify the Client if the Margin Requirement is not met (margin call).

26.4 The Client shall at all times comply with the Margin Requirement and shall pay to Saxo Bank on demand:

- i. Such sums of money as may from time to time be due to Saxo Bank under an order or Contract;
- ii. Such sums of money as Saxo Bank may from time to time require as Collateral in accordance with the Margin Requirement; and
- iii. Any amount to maintain a positive cash-balance on any and all Account(s).

26.5 When executing orders and Contracts, including Listed Derivatives, on Regulated Markets or with Liquidity Providers (including Listed Derivative Counterparties), Saxo Bank may be required to deliver additional collateral from time to time as stipulated by the relevant Regulated Market or Liquidity Provider. Saxo Bank may under such circumstances without notice, change the Margin Requirement applicable upon the Client to reflect any such additional collateral requirements, in relation to such execution of orders and Contracts. In such situations, the Client is obliged to pay on demand Saxo Bank any such additional Collateral.

26.6 As Collateral, the Client may deposit cash or with the prior consent of Saxo Bank (i) deposit Instruments, and/or (ii) provide Saxo Bank with a guarantee or indemnity in a form acceptable to Saxo Bank for the purpose of complying with the Client's obligations.

26.7 Saxo Bank may, on a continuous basis and in its sole discretion, determine the value of the Collateral registered on the Client's Account including whether it accepts different types of Collateral to satisfy the Margin Requirement, and Saxo Bank is on a continuous basis entitled to re-determine the value of the Collateral without prior notice to the Client. If Saxo Bank, upon delivery or subsequently, determines that the value of the Collateral does not cover the obligations of the Client (including, but not limited to, the Margin Requirement), the Client shall be obliged immediately to provide additional Collateral in order to comply with its obligations including, but not limited to, the Margin Requirement.

26.8 If the Client fails at any time to have provided sufficient Collateral to meet the Margin Requirement, other deposits or other sums due under these Terms, Saxo Bank may close any and all Contracts and Margin Positions upon notice to the Client and apply any proceeds thereof towards the payment of any amounts owed by the Client to Saxo Bank. Saxo Bank may in its discretion close all or some of the Client's Contracts and Margin Positions. Saxo Bank can use this right to close Contracts and Margin Positions even if the Client takes steps to reduce the size of open Contracts or Margin Positions or to transfer sufficient funds to Saxo Bank without assuming any liability towards the Client.

26.9 If the Client has several Accounts, Saxo Bank is entitled to transfer cash and Instruments from one Account to another, even if such transfer will necessitate the closing of Margin Positions or other trades on the Account from which the transfer takes place.

26.10 If the Client's combined exposure in one or more Margin Positions reaches a level which, in case of an adverse market development, may in Saxo Bank's opinion lead to a significant deficit not covered by the Client's Collateral, Saxo Bank may, in

its sole discretion (i) increase the Margin Requirement and/or (ii) reduce the Client's exposure by closing or reducing one or more or all of the Client's open Margin Positions.

26.11 Furthermore, Saxo Bank is entitled, in its sole discretion, to determine that an emergency or an Exceptional Market Condition exists. In addition to any other rights Saxo Bank may have under these Terms, Saxo Bank may among others (i) increase the Margin Requirement, (ii) reduce the Client's exposure, (iii) close or reduce any or all of the Client's open Margin Positions and/or (iv) suspend trading.

## 27. PLEDGE AND ENFORCEMENT

27.1 As a first priority security (in Danish "førsteprioritets panteret") for the payment and satisfaction in full of the Secured Obligations, the Client pledges (in Danish "pantsætter") all its right, title and interest in and to the Collateral and the Related Rights to and in favour of Saxo Bank.

27.2 The Client accepts and acknowledges that no Collateral may, without the prior consent of Saxo Bank, be transferred or further pledged or used as collateral to secure any obligations of the Client other than the Secured Obligations. The Client accepts and acknowledges that Saxo Bank may reject any transaction or transfer relating to Collateral, unless the Client first closes all outstanding Margin Positions and settles all Secured Obligations.

27.3 Subject to Clause 27.4, upon an Event of Default:

- i. the Pledge shall be immediately enforceable by Saxo Bank without any prior approval from any court, public authority or other entity or person and without prior notification to the Client, except where required by applicable Danish law;
- ii. Saxo Bank has the right (in each case without obtaining a ruling, a judgement or other basis of execution) to realise the Collateral;
- iii. Realisation by sale of Collateral does not require the participation of a securities dealer, except where required by applicable Danish law;
- iv. The Collateral may also be realised by setting off its value against the Secured Obligations or by Saxo Bank's appropriation of the Collateral or in any other way or manner Saxo Bank sees

fit, except where this is not permitted under applicable Danish law.

27.4 Enforcement of the Pledge in respect of Custody Securities is, where required, subject to one week's notice having been given in accordance with Section 538 a of the Administration of Justice Act.

27.5 The Client undertakes to (i) execute and deliver to Saxo Bank such documents and do such acts and take such steps which Saxo Bank shall request for the purpose of perfecting and exercising its rights under the Pledge and (ii) bear all reasonable costs related to the perfection and/or enforcement of the Pledge.

27.6 If Saxo Bank exercises its rights to sell any Collateral or property of the Client under this Clause 27, it will effect such sale without liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of the Secured Obligations.

## 28. NETTING AND SET OFF

28.1 All obligations, including the Secured Obligations, owed between Saxo Bank and the Client shall be netted on an ongoing basis which shall be binding upon any third party pursuant to Section 209 of the Capital Markets Act or any similar provision pursuant to applicable law.

28.2 Saxo Bank has the right to set off any amounts of the Client held by Saxo Bank against any amounts owed by the Client to Saxo Bank.

28.3 Saxo Bank shall be entitled, at all times and without notice, to consolidate all Accounts of the Client and all Accounts or assets of the Client with/or held by other Saxo Bank Group entities and set off these against all amounts owed to Saxo Bank or other Saxo Bank Group entities by the Client in such a manner as Saxo Bank, at its sole discretion, may determine.

28.4 If the Client, at any time during the Client relationship, has a negative cash-balance in any Account, Saxo Bank is entitled, but not obligated, to net between the Client's Accounts.

28.5 If an Event of Default occurs, all obligations between Saxo Bank and the Client, including the Secured Obligations and any Contracts, shall upon Saxo Bank's notice to the Client be terminated (closed-out) and netted into one termination amount by way of close-out netting. The close-out netting shall be binding upon any third party to the extent allowed by Section 206 of the Capital Markets Act or any similar provision pursuant to applicable law.

28.6 In relation to close-out netting pursuant to Clause 28.5, the value of Contracts shall be determined in accordance with the following:

- i. Rates at which the Contracts shall be closed shall be market rates applicable on the day on which Saxo Bank decides to close the Contracts; and/or
- ii. Saxo Bank may, at its sole discretion, determine the rates by obtaining a quote from a broker in relation to the asset in question or by applying rates from electronic financial information systems or other reasonable sources as determined by Saxo Bank.

In addition to the amounts set out in i. and ii. when calculating the termination amount pursuant to Clause 28.5, Saxo Bank may include any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to transactions terminated.

28.7 If any obligations owed between Saxo Bank and the Client that are netted or set-off are not in the same currency, the obligations shall be converted by Saxo Bank in accordance with Clause 25.11.

28.8 When determining the value of obligations to be netted under this Clause 28, Saxo Bank may apply its usual spreads and include all costs and other charges.

## WARRANTIES, INDEMNITIES AND DEFAULT

### 29. CLIENT WARRANTIES AND REPRESENTATIONS

29.1 The Client warrants and represents that:

- i. The Client has full power to enter into and perform its obligations under these Terms, including any obligation under a Contract, order or other transaction carried out under these Terms;
- ii. The Client has obtained all necessary consents to enter into these Terms and any Contract, place any order and carry out any other transaction under these Terms, and has the authority to operate according to these Terms (and if the Client is a legal person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
- iii. The Client is willing and able, financially and otherwise, to assume the risk of making speculative investments;
- iv. Instruments and/or other assets supplied by the Client to Saxo Bank for any purpose are, subject to these Terms and the Pledge, at all times free from any charge, lien, pledge or encumbrance and the Client shall have full right in and title to such Instruments and/ or other assets;
- v. It is in compliance with all laws to which it is subject, including, without limitation, all tax laws and regulations, exchange control requirements, sanctions and registration requirements; and
- vi. The information provided by the Client to Saxo Bank is complete, accurate and not misleading in any material respect.

29.2 The above warranties and representations shall be deemed to be in force for the duration of the relationship between Saxo Bank and the Client and shall be repeated each time the Client places an order, enters into a Contract, provides any instructions to Saxo Bank and/or complies with any obligations under these Terms and/or any Contract.

29.3 By accepting these Terms on behalf of a legal person, the person signing on behalf of that legal person represents and warrants that he/she is authorized to (i) act on behalf of such legal person and (ii) bind the legal person to these Terms and all

obligations arising hereunder. If it becomes apparent that the signing person was not duly authorized to bind the legal person the signing person shall indemnify Saxo Bank for all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against Saxo Bank as a result of the signing person not having the due authorisation.

## 30. DEFAULT AND DEFAULT REMEDIES

30.1 The provisions contained in this Clause 30 supplement any other rights that Saxo Bank or the Saxo Bank Group have according to these Terms, including, but not limited to, Clauses 26-28, and furthermore any other rights Saxo Bank has under Danish and other applicable law.

30.2 The Client authorises Saxo Bank to, at Saxo Bank's discretion and at any time and without notice, sell, apply, set off and/or charge in any manner any or all of the Collateral, in order to discharge any or all of the Client's obligations owed to Saxo Bank and/or to entities within the Saxo Bank Group.

30.3 Each of the following events shall constitute an Event of Default for the Client:

- i. If Insolvency Proceedings over the Client are initiated;
- ii. If any charge, pledge or other encumbrance is levied against any Collateral;
- iii. If the Client is in breach of these Terms, including, but not limited to, (i) if the Client fails to make any payment or fails to do any other act required under these Terms, any Contract, or by Saxo Bank at its sole discretion, including if the Client fails to comply at any time with the Margin Requirement; (ii) if the Client fails to remit funds necessary to enable Saxo Bank to take delivery under any Contract on the first due date; (iii) if the Client fails to provide Instruments for delivery, or take delivery of Instruments, under any Contract on the first due date; (iv) if any representations or warranties given by the Client under Clause 29 are, or become, untrue or misleading;
- iv. If the Client dies or becomes of unsound mind;
- v. If any security created by any mortgage, pledge or charge over any of the Client's assets becomes enforceable against the Client and the



secured party takes steps to enforce the mortgage, pledge or charge;

- vi. If any indebtedness of the Client or any of its affiliates becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) under the relevant agreement or the Client (or any of its affiliates) fails to discharge any indebtedness on its due date;
- vii. If Saxo Bank or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency, authority, exchange or Liquidity Provider;
- viii. If the Client fails to comply with applicable Market Rules or applicable law;
- ix. If the Client fails to provide Saxo Bank with information that Saxo Bank has reasonably requested or is required to obtain from the Client according to Market Rules or applicable law; and
- x. If Saxo Bank reasonably considers it necessary for its own protection or the protection of the Saxo Bank Group.

30.4 Upon the occurrence of an Event of Default, and in addition to Clauses 26-28, Saxo Bank shall, in its discretion, be entitled to:

- i. Immediately terminate, cancel and close-out any and all outstanding Contracts as at a date specified by Saxo Bank;
- ii. Buy or sell any Instrument, investment or other property where this is, or is in the reasonable opinion of Saxo Bank likely to be, necessary in order for Saxo Bank to fulfil its obligations under any Contract or in relation to any Contract and the Client shall reimburse Saxo Bank for the full amount of any purchase price plus any associated costs and expenses;
- iii. Deliver any Instrument, or property to any third party, or otherwise take any action Saxo Bank considers to be desirable in order to close any Contract;
- iv. Enter into any foreign exchange transaction, at such market rates and times as Saxo Bank may determine, in order to meet obligations incurred under a Contract;
- v. Close-out all or part of any assets standing to the debit or credit of any Account (including converting Saxo Bank's or the Client's obligation to deliver an Instrument into an obligation

to pay an amount equal to the market value of the Instrument (determined by Saxo Bank at its sole discretion) on the date the close-out takes place); and

- vi. Take any other action or step to enforce Saxo Bank's security interest in and to the Collateral or otherwise relevant for the protection of the interests of Saxo Bank or the Saxo Bank Group.

30.5 The Client authorises Saxo Bank to, on behalf of the Client, take any or all of the actions required to enforce and/or preserve Saxo Bank's rights, including the actions described in Clauses 26-28 and this Clause 30, without notice to the Client and the Client acknowledges that Saxo Bank shall not be responsible for any losses or consequences associated with Saxo Bank taking any such action, unless Saxo Bank has exercised gross negligence in connection herewith.

30.6 The Client shall execute any documents and take any action as Saxo Bank may request in order to protect the rights of Saxo Bank and the Saxo Bank Group under these Terms or under any agreement the Client may have entered into with Saxo Bank or any member of the Saxo Bank Group.

### 31. INDEMNITY AND LIMITATIONS ON LIABILITY

31.1 The Client shall indemnify Saxo Bank for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by Saxo Bank as a result of, or in connection with

- i. the Client's breach of these Terms;
- ii. Saxo Bank executing any order or entering into any Contract or transaction on the Client's instruction; or
- iii. Saxo Bank taking any action which Saxo Bank is entitled to take in order to enforce and preserve its rights, including the rights of Saxo Bank under Clauses 26-28 and 30,

unless, and to the extent only that, such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of Saxo Bank's gross negligence or wilful default.

31.2 The right to be compensated, as provided to Saxo Bank under Clause 31.1, shall survive any termination of the relationship between Saxo Bank and the Client.

31.3 Saxo Bank shall not be liable for any losses resulting from:

- i. Operational failures preventing the use of the Trading Platform;
- ii. Interruptions preventing the Client from accessing the Trading Platform;
- iii. Use of the Internet as a means of communication and transport; or
- iv. Damage caused by matters relating to the Client's own computer systems.

31.4 In relation to orders and Contracts executed via the Trading Platform, Saxo Bank shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client due to a system or transmission failure or delays or similar technical errors unless Saxo Bank has exercised gross negligence in connection herewith.

31.5 Saxo Bank shall not be liable for any failure, hindrance or delay in performing its obligations under these Terms where such failure, hindrance or delay is, directly or indirectly, due to a Force Majeure Event and Saxo Bank shall not be liable for any losses due to any Force Majeure Event.

31.6 Saxo Bank shall not be responsible for losses resulting from the Client's installation and use of the computer programs used in relation to the Trading Platform, unless such liability follows from mandatory applicable law.

31.7 The Client shall be responsible for ensuring that the Trading Platform is adequately protected against direct and indirect losses, which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of all data.

31.8 Saxo Bank shall not be liable for:

- i. any loss, expense, cost or liability suffered or incurred by the Client as a result of or in con-

nection with the provision of the Services unless and to the extent that such loss is suffered or incurred as a result of Saxo Bank's gross negligence or wilful default;

- ii. any loss due to actions taken by Saxo Bank according to its rights under these Terms; or
- iii. any consequential or other indirect loss suffered or incurred by the Client whether arising from Saxo Bank's negligence or otherwise.

31.9 Saxo Bank shall not be liable for losses suffered by the Client as a result of the acts or omissions of any Regulated Market or clearing house or any action reasonably taken by Saxo Bank as a result of such acts or omissions unless Saxo Bank has exercised gross negligence in connection herewith.

31.10 The Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to, the level of security applied, products and Services available. Saxo Bank shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from Saxo Bank's standard version with all available updates installed.

## MISCELLANEOUS

### 32. CONFLICT OF INTEREST

32.1 Saxo Bank and the Saxo Bank Group or other persons or companies connected with Saxo Bank may have an interest, relationship or arrangement that is material in relation to any order, Contract or transaction effected, or advice provided by Saxo Bank under these Terms. This is described in Saxo Bank's Conflict of Interest Policy which is available on Saxo Bank's website [www.home.saxo](http://www.home.saxo). The Client may request from Saxo Bank further details of Saxo Bank's Conflict of Interest Policy.

32.2 By accepting these Terms the Client agrees that Saxo Bank may transact such business as described in Clause 32.1 and the Conflict of Interest Policy without Saxo Bank having to inform the Client hereof and without the Client being able to make claim against Saxo Bank in respect thereof.



### 33. CONFIDENTIALITY AND RECORDING OF CONVERSATIONS

- 33.1 Neither Saxo Bank nor the Client may disclose any Confidential Information and each Party shall use all reasonable endeavours to prevent any such disclosure, except as set out in this Clause 33.
- 33.2 By accepting these Terms, the Client authorises Saxo Bank to disclose Confidential Information relating to the Client as may be required by applicable law, any regulatory authority or any applicable Market Rules, without prior notice to or consent from the Client. Furthermore Saxo Bank may disclose information relating to the Client to third parties in or outside Denmark in order to facilitate the transfer of funds by credit card initiated by Client.
- 33.3 By accepting these Terms, the Client permits Saxo Bank to, in accordance with applicable law, including the Financial Business Act and the Personal Data Act, transfer Confidential Information about the Client, submitted to Saxo Bank, to any legal entity within the Saxo Bank Group.
- 33.4 The Saxo Bank Group may transfer Confidential Information regarding the Client for the purposes of (i) complying with regulatory matters (including the Act on Measures to Prevent Money Laundering), (ii) providing and performing Services, (iii) conducting marketing, (iv) managing the Client relationship, and (v) otherwise providing its Services to the Client. Such Confidential Information may be transferred to Saxo Bank Group entities in countries where data protection laws may not provide a level of protection equivalent to the protection offered in Denmark.
- 33.5 Saxo Bank may share Confidential Information with (i) a third party working on behalf of Saxo Bank with the purpose of performing Client analysis to be used in Saxo Bank's sales and marketing and (ii) any Introducing Broker for the purpose of completing a due diligence and approving Account applications.
- 33.6 The Client's personal information will be stored no longer than necessary in order to carry out the purposes listed in these Terms. The Client has the

right to request correction, supplementation, deletion or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purpose of the processing or, if processed, in any other way that is unlawful.

- 33.7 In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of personal information in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.
- 33.8 The Client agrees and acknowledges (i) that Saxo Bank may record all telephone conversations, internet conversations (chats), and meetings between the Client and Saxo Bank, and (ii) that a copy of such recording will be available on request for a period of five years and, where requested by a competent authority, for a period of up to seven years.
- 33.9 In case of any dispute or anticipated dispute between Saxo Bank and the Client, Saxo Bank may disclose and/or use recordings, or transcripts from such recordings, as evidence towards the Client and any other party before any authority (including, but not limited to, any regulatory authority and/or court of law) if Saxo Bank at its sole discretion sees it to be desirable or necessary.
- 33.10 Technical reasons may prevent Saxo Bank from recording a conversation, and recordings or transcripts made by Saxo Bank will be destroyed in accordance with Saxo Bank's normal practice.
- 33.11 The Client shall not expect to be able to rely on any recordings made pursuant to Clause 33.9.

### 34. NO RIGHT OF CANCELLATION

- 34.1 The right of cancellation rules of the Consumer Protection Act do not apply to agreements concerning securities or financial services as offered by Saxo Bank, cf. Section 18, sub-section 2, paragraph 15, of the Consumer Protection Act. The Client relationship between Saxo Bank and the Client may be terminated by the Client immediately in accordance with Clause 36.

**35. AMENDMENTS OF THESE TERMS**

- 35.1 Saxo Bank is entitled to amend these Terms in favour of the Client without notice.
- 35.2 Amendments of these Terms which are not in the Client's favour may take place at any time by Saxo Bank giving minimum one month's notice, except that the notice is two months for Private Use to the extent these Terms are governed by the Payments Act. Saxo Bank will provide such notice to the Client on a Durable Medium.
- 35.3 All transactions with Saxo Bank effected prior to the Client's acceptance of these Terms, including the rights and obligations of Saxo Bank and the Client in respect thereto, shall be governed by these Terms.
- 35.4 The Client is deemed to have accepted any amendments of these Terms if the Client does not, before the proposed date of their entry into force, notify Saxo Bank that it does not accept the amendments.

**36. TERMINATION**

- 36.1 The Client relationship shall remain in force until terminated.
- 36.2 The Client is entitled to terminate the relationship with Saxo Bank immediately by giving written notice to Saxo Bank.
- 36.3 Saxo Bank is entitled to terminate the relationship with the Client by giving minimum one month's notice, except that the notice is two months for Private Use to the extent these Terms are governed by the Payments Act. Saxo Bank will provide the notice to the Client on a Durable Medium.
- 36.4 Termination shall not affect any accrued rights and obligations.
- 36.5 Upon termination, Contracts that are already entered into or under execution shall immediately

terminate, and these Terms shall continue to bind the Parties in relation to such Contracts.

- 36.6 Saxo Bank is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and Saxo Bank is entitled to postpone such transferring until any and all Contracts between Saxo Bank and the Client have been closed.
- 36.7 Saxo Bank shall charge no separate fees in relation to the opening and closure of Accounts. In relation to the closure of any open positions, Saxo Bank shall charge no separate fees except as provided by the Commissions, Charges & Margin Schedule.
- 36.8 Saxo Bank is entitled to require the Client to pay any charges incurred in transferring the Client's investments and funds upon the termination of the Client relationship.

**37. REGULATORY AUTHORITY AND THE GUARANTEE SCHEME**

- 37.1 Saxo Bank is authorised, regulated and under supervision by the Danish Financial Supervisory Authority (in Danish "Finanstilsynet"), Århusgade 110, DK-2100 Copenhagen Oe, Denmark, telephone +45 33 55 82 82. Saxo Bank's branches may also be subject to local rules and regulations.
- 37.2 Should the Client not obtain full coverage for its cash deposits via the bankruptcy estate of Saxo Bank, the Danish Guarantee Scheme for Depositors and Investors (in Danish: "Garantiformuen") provides coverage of up to Euro 100,000 in accordance with the Guarantee Scheme for Depositors and Investors Act as further described on Saxo Bank's website, [www.home.saxo](http://www.home.saxo).
- 37.3 Should the bankruptcy estate of Saxo Bank not be able to fully return all the Client's securities, then the Danish Guarantee Scheme for Depositors and Investors provides coverage for securities up to Euro 20,000 in accordance with the Guarantee Scheme for Depositors and Investors Act as further described on Saxo Bank's website, [www.home.saxo](http://www.home.saxo).

**38. DISPUTES AND COMPLAINTS**

- 38.1 In case the Client has raised a question or a problem with the account executive or another employee of Saxo Bank without receiving a satisfactory answer, the Client is entitled to, via e-mail, file a written complaint with Saxo Bank at [complaints@saxobank.com](mailto:complaints@saxobank.com). Saxo Bank will investigate and answer the complaint.
- 38.2 If the Client is not satisfied with Saxo Bank's response, the Client may, if eligible, file a complaint with Pengeinstitutankenævnet, Amaliegade 8 B, PO box 9029, DK-1022 Copenhagen K, Denmark.
- 38.3 Without prejudice to any of Saxo Bank's other rights under these Terms, and in case of a dispute between the Client and Saxo Bank over a Margin Position or alleged Margin Position or any instruction relating to a Margin Position, Saxo Bank is entitled, at its sole discretion and without notice, to close any such Margin Position or alleged Margin Position, if Saxo Bank believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. Saxo Bank shall not be responsible to the Client for any subsequent fluctuations in the price level of the relevant Margin Position. Saxo Bank shall take reasonable steps to inform the Client that Saxo Bank has taken such action as soon as practicable possible after doing so.
- 38.4 Where Saxo Bank closes a Margin Position or alleged Margin Position in accordance with Clause 38.3 the closing shall be without prejudice to the Client's rights to open new Margin Positions, provided that such new Margin Positions are opened in accordance with these Terms. When calculating Collateral or other funds required for such new Margin Positions by the Client, Saxo Bank is entitled, on an individual basis, to impose specific Margin Requirement or other requirements upon such new Margin Positions.

**39. GOVERNING LAW AND JURISDICTION**

- 39.1 The relationship between Saxo Bank and the Client, any order, instruction and Contract and these Terms are subject to and shall be construed in accordance with Danish law as the sole and exclusive governing law.
- 39.2 The Client and Saxo Bank agree that the Maritime & Commercial Court of Copenhagen shall have exclusive jurisdiction over disputes regarding (i) the relationship between Saxo Bank and the Client, (ii) any order and Contract and (iii) these Terms. However, Saxo Bank reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including, but not limited to, jurisdictions in which the Client is a citizen or resident and jurisdictions in which the Client possesses assets.
- 39.3 This Clause 39 shall survive any termination of the relationship between Saxo Bank and the Client.

**40. STATUS OF TERMS, COUNTRY ANNEXES, ADDITIONAL APPLICABLE BUSINESS TERMS, ETC.**

- 40.1 All Contracts are entered into in reliance on the fact that these Terms and all Contracts form a single agreement between the Client and Saxo Bank, and the parties would not otherwise enter into any Contracts. Without limiting the foregoing, all obligations between the Client and Saxo Bank, including the Secured Obligations, are connected and originate from one and the same commercial relationship.
- 40.2 If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall be in any way affected.
- 40.3 As an integrated part of these Terms, Clients resident, incorporated or organised (as applicable) in certain countries are subject to additional terms set out in country annexes to these Terms. These country annexes supplement and have priority over

the rest of the Terms in respect of the Clients to which they apply.

on Saxo Bank's website, [www.home.saxo](http://www.home.saxo), shall prevail.

- 40.4 In addition to these Terms, the "Business Terms for International Transfer of Funds", "Conflict of Interest Policy", the "Order Execution Policy" and the "Addendum to General Business Terms for Life Insurance Policy Accounts" (which all appear on Saxo Bank's website, [www.home.saxo](http://www.home.saxo)) shall apply to the relationship between Saxo Bank and the Client.
- 40.5 The Client may not assign or transfer any of its rights or obligations under these Terms and/or a Contract.
- 40.6 Saxo Bank may assign or transfer any of its rights or obligations under these Terms and/or a Contract to any regulated financial institution.
- 40.7 All transactions undertaken by the Client shall be subject to these Terms.
- 40.8 The rights and remedies contained in these Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 40.9 No delay or omission on the part of Saxo Bank in exercising any right, power or remedy provided by law or under these Terms, or partial or defective exercise thereof, shall:
- i. Impair or prevent further or other exercise of such right, power or remedy; or
  - ii. Operate as a waiver of such right, power or remedy.
- 40.10 No waiver of any breach of these Terms shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same Clause or as authorising a continuation of the particular breach.
- 40.11 Saxo Bank or third parties may have provided the Client with translations of these Terms. The original Danish and English versions of these Terms shall be the only versions that are legally binding upon the Client and Saxo Bank. In case of discrepancies between (i) the original Danish or English versions and (ii) other translations of these Terms, the original Danish or English versions, provided
- 40.12 The Client accepts that Saxo Bank may be closed on significant European holidays.
- 40.13 If there is any conflict between these Terms and relevant Market Rules, the Market Rules shall prevail.
- 40.14 If the Payments Act applies to the Services, the provisions in the Payments Act shall in relation to commercial use, be derogated from to the extent possible.

## SCHEDULES

### 41. RISK DISCLOSURE STATEMENT FOR TRADES IN FOREIGN EXCHANGE AND DERIVATIVES (INCLUDING CFD'S, FUTURES AND OPTIONS)

This brief statement, which constitutes an addition to these Terms, does not disclose all of the risks and other significant aspects of trading foreign exchange and derivatives. In consideration of the risks, you should enter into transactions with the mentioned products only if you understand the nature of the contracts and the contractual legal relationship into which you are entering and the extent of your exposure to risk. Transactions in foreign exchange and derivatives are not suitable for many members of the public. You should carefully consider whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### FOREIGN EXCHANGE AND DERIVATIVES

##### 1 *Effect of "Leverage" or "Gearing"*

Transactions in foreign exchange and derivatives carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign exchange or derivatives contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with Saxo Bank to maintain your position. If the market moves against your position and/or Margin Requirement is increased, you may be called upon to deposit additional funds on short notice to maintain your position. Failing to comply with a request for a deposit of additional funds, may result in closure of your position(s) by Saxo Bank on your behalf and you will be liable for any resulting loss or deficit.

##### 2 *Risk-reducing Orders or Strategies*

The placing of certain orders (e.g. "stop-loss" orders, where permitted under local law, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be adequate given that markets conditions make it impossible to execute such orders, e.g. due to illiquidity in the market. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

#### OPTIONS

##### 3 *Variable Degree of Risk*

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the option to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on leverage or gearing above). If the purchased option is out-of-the-money when it expires, you will suffer a total loss of your investment, which will consist of the option premium plus transaction costs. If you are contemplating purchasing out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the

market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on leverage or gearing above). If the option is "covered" by the seller holding a corresponding position in the underlying asset, in a future or in another option, the risk may be reduced. In case the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

#### ADDITIONAL RISKS COMMON TO FOREIGN EXCHANGE AND DERIVATIVE TRANSACTIONS

##### 4 *Terms and Conditions of Contracts*

You should ask the firm with which you deal about the terms and conditions of the Contracts entered into and information on associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

##### 5 *Suspension or Restriction of Trading and Pricing Relationships*

Market condition (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or close/ offset positions. If you have sold options, this may increase the risk of loss.

Normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

##### 6 *Deposited Cash and Property*

You should familiarize yourself with the protections accorded the Collateral you deposit by way of money or other assets in domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules in the country at which location the counterparty acts.

##### 7 *Commission and Other Charges*

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit or loss.

##### 8 *Transactions In Other Jurisdictions*

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

##### 9 *Currency Risks*

The profit or loss in transactions in foreign currency-denominated contracts in another currency than your account currency will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to the account currency.

##### 10 *Trading Facilities*

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching,

registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

#### 11 *Electronic Trading*

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the Margin Requirement.

#### 12 *Off-Exchange Transactions*

In some jurisdictions firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterpart to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.



SERIOUS TRADING. WORLDWIDE.

These Terms are applicable (i) from 3 January 2018 for client relationships established on or after 3 January 2018; and (ii) from 3 January 2018 for client relationships established before 3 January 2018, except to the extent the amendments to these Terms adversely affect the legal position of the Client in which case the Terms apply one or two months from the publication of these Terms on 22 December 2017 in accordance with Clause 35.2. These Terms shall remain effective until a more recent version is released. The prevailing version of these Terms is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - BULGARIA SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.



## COUNTRY ANNEX - BULGARIA

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Bulgaria, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (*ADDITIONAL INSOLVENCY PROCEEDINGS EVENT*)

Without limiting any other provision of the Terms, the definition of "Insolvency Proceedings" shall also mean that a Party:

- (i) has an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official, or organisation entrusted with similar functions under the law, terminate unilaterally one or more Contracts, (ii) has imposed against it restrictive measures by an appropriate regulatory authority, limiting its capacity to enter into Contracts or perform its obligations under Contracts, or (iii) has a quaestor or analogous official appointed in respect of its activities.

### 2. SUPPLEMENTARY CLAUSE (*AUTOMATIC EARLY TERMINATION*)

Notwithstanding any other provision of the Terms, the following shall apply:

Immediately preceding the occurrence of, the institution of the relevant proceeding regarding, or the presentation of the relevant petition in respect of, an Event of Default which is an Insolvency Proceeding with respect to the Client, all outstanding Contracts shall automatically terminate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination of any outstanding Contract in connection with an Event of Default which is an Insolvency Proceeding (including Clause 28.5) shall be deemed amended in accordance with this Paragraph 2 of the Annex.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - PEOPLE'S REPUBLIC OF CHINA SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - PEOPLE'S REPUBLIC OF CHINA

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in the People's Republic of China, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. REPLACEMENT OF CLAUSE 1.1(XXXV) (*DEFINITION OF INSOLVENCY PROCEEDINGS*)

The definition of "Insolvency Proceedings" in Clause 1.1(xxxv) shall be replaced with the following:

"Insolvency Proceedings" means the Client:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above;
- (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
- (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) above (inclusive); or
- (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

**2. SUPPLEMENTARY CLAUSE (AUTOMATIC EARLY TERMINATION)**

Notwithstanding any other provision of the Terms, the following shall apply:

The termination of all outstanding Contracts shall occur immediately upon the occurrence with respect to the Client of any Insolvency Proceedings specified in (i), (iii), (v), (vi) of the definition of Insolvency Proceedings or, to the extent analogous thereto, (viii) of the definition of Insolvency Proceedings, and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to the Client of an Insolvency Proceeding specified in (iv) of the definition of Insolvency Proceeding or, to the extent analogous thereto, (viii) of the definition of Insolvency Proceeding. If more than one of the Insolvency Proceedings events specified in (vii) of the definition of Insolvency Proceedings has occurred in respect of the Client, the earliest date corresponding to the relevant Insolvency Proceedings is the date on which all Contracts shall be deemed to be terminated. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination or liquidation of any outstanding Contract (including Clause 28.5) shall be deemed amended in accordance with this Paragraph 2.

**3. REPLACEMENT OF CLAUSE 39.2 (NON-EXCLUSIVE JURISDICTION)**

Clause 39.2 (*Governing Law and Jurisdiction*) shall be replaced with the following:

The Client and Saxo Bank agree that the Maritime & Commercial Court of Copenhagen shall have non-exclusive jurisdiction over disputes regarding (i) the relationship between Saxo Bank and the Client, (ii) any order and Contract and (iii) these Terms.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX – HONG KONG SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX – HONG KONG

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Hong Kong, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. REPLACEMENT OF CLAUSE 28.5 (EARLY TERMINATION)

Clause 28.5 (*Netting and Set Off*) shall be replaced with the following:

If an Event of Default occurs, Saxo Bank may by notice to the Client specify a date (the "Early Termination Date") for the termination (close-out) and netting of all obligations between Saxo Bank and the Client, including the Secured Obligations and any Contracts, into one termination amount by way of close-out netting. Notwithstanding any other provision of these Terms, Saxo Bank's payment or delivery obligations under these Terms shall be suspended upon the occurrence of or the effective designation of an Early Termination Date. The close-out netting shall be binding upon any third party to the extent allowed by Section 58 h of the Securities Trading Act or any similar provision pursuant to applicable law.

### 2. REPLACEMENT OF CLAUSE 27.1 (SECURITY INTEREST)

Clause 27.1 (*Pledge and Enforcement*) shall be replaced with the following:

The Client

- i. mortgages, charges and pledges and agrees to mortgage, charge and pledge, with full title guarantee, in favour of Saxo Bank by way of first fixed legal mortgage all Collateral and the Related Rights (other than cash Collateral);
- ii. to the fullest extent permitted by law, charges and agrees to charge, with full title guarantee, in favour of Saxo Bank by way of first fixed charge all cash Collateral and the Related Rights; and
- iii. assigns and agrees to assign, with full title guarantee, all rights relating to the Collateral and the Related Rights which the Client may have now or in the future against Saxo Bank or any third party, to Saxo Bank absolutely.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

**3. SUPPLEMENTARY CLAUSE (*NO RIGHT OF USE*)**

Notwithstanding any other provision of the Terms, the following shall apply:

Saxo Bank will not have the right to sell, pledge, re-hypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Collateral it holds under these Terms.

**4. SUPPLEMENTARY CLAUSE (*NO SUBSTITUTION OF COLLATERAL WITHOUT CONSENT*)**

Notwithstanding any other provision of the Terms, the following shall apply:

The Client shall not substitute any of the Collateral without the prior written consent of Saxo Bank.

**5. SUPPLEMENTARY CLAUSE (*NEGATIVE PLEDGE*)**

Notwithstanding any other provision of the Terms, the following shall apply:

The Client undertakes as long as these Terms are in effect, unless with Saxo Bank's prior written consent, that the Client shall not, and shall not agree to, sell, assign, transfer or otherwise dispose of any Collateral or withdraw any Collateral, except pursuant to these Terms.

**6. SUPPLEMENTARY CLAUSE (*CASH DEPOSIT PROCEEDS*)**

Notwithstanding any other provision of the Terms, the following shall apply:

Except with Saxo Bank's prior written consent, the Client shall not receive or withdraw the proceeds of a cash deposit (or debt security or equity dividend right) prior to default by Saxo Bank. The Client agrees that if the proceeds of a cash deposit (or debt security or equity dividend right) are received by Saxo Bank, such proceeds shall be held by Saxo Bank subject to the relevant security interest.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).



# COUNTRY ANNEX - JAPAN SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - JAPAN

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Japan, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (AUTOMATIC EARLY TERMINATION)

Notwithstanding any other provision of the Terms, the following shall apply:

- 1.1 Immediately upon the filing of a petition for the commencement of any of the proceedings listed in Paragraph 1.2 (the "Bankruptcy Proceedings") with respect to the Client, all outstanding Contracts shall automatically terminate and liquidate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination or liquidation of any outstanding Contract (including Clause 28.5) shall be deemed amended in accordance with this Paragraph 1.1.
- 1.2 For the purposes of Paragraph 1.1, the Bankruptcy Proceedings are:
  - (i) bankruptcy proceedings (*hasan tetsuzuki*) under the Bankruptcy Act of Japan (*hasan hou*) (Act No. 75 of 2004, as amended);
  - (ii) reorganization proceedings (*kousei tetsuzuki*) under the Corporate Reorganization Act of Japan (*kaisha kousei hou*) (Act No. 154 of 2002, as amended);
  - (iii) rehabilitation proceedings (*saisei tetsuzuki*) under the Civil Rehabilitation Act of Japan (*minji saisei hou*) (Act No. 225 of 1999, as amended); and
  - (iv) reorganization proceedings (*kousei tetsuzuki*) under the Act on the Special Provisions, etc, for the Reorganization of Financial Institutions of Japan (*kin'yu kikan tou no kousei tetsuzuki no tokurei tou ni kansuru houritsu*) (Act No. 95 of 1996, as amended).

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

## 2. SUPPLEMENTARY CLAUSE (*LOAN FOR CONSUMPTION*)

Notwithstanding any other provision of the Terms, the following shall apply:

The Pledge shall be considered as a loan for consumption (*shouhi taishaku*) for the purposes of Japanese law, if such security interest is to be characterized under Japanese law, and all provisions of the Terms relating to the rights and obligations of Saxo Bank and the Client with respect to the Collateral shall be construed *mutatis mutandis* to the extent consistent with the rights and obligations of a lender and a borrower of such Collateral under Japanese law. Any references to the terms of security, security interest, pledge or Pledge granted to Saxo Bank under the Terms shall be deemed to mean the interests of Saxo Bank as a borrower of the Collateral under a loan.

## 3. SUPPLEMENTARY CLAUSE (*APPLICATION OF JAPANESE LAW*)

Notwithstanding any other provision of the Terms, the following shall apply:

This Annex shall constitute a part of the Terms. Therefore, Clause 39.1 shall apply and this Annex shall be construed in accordance with Danish law, except that the laws of Japan shall be applied to the extent necessary in order to interpret and give effect to Paragraph 2.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - JERSEY SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - JERSEY

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Jersey, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (*ADDITIONAL INSOLVENCY PROCEEDINGS EVENT*)

Notwithstanding any other provision of the Terms, the following shall apply:

"Insolvency Proceedings" shall also mean any step taken by the Client to participate in a scheme of arrangement or merger (or similar procedure) under the laws of Jersey.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX – LITHUANIA SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX – LITHUANIA

Capitalised terms used but not defined in this country annex (“**Annex**”) shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a “country annex” as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is a natural person and resident in Lithuania the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### **1. SUPPLEMENTARY CLAUSE (AUTOMATIC EARLY TERMINATION)**

Notwithstanding any other provision of the Terms, the following shall apply:

Immediately preceding the occurrence of, the institution of the relevant proceeding regarding, or the presentation of the relevant petition in respect of, an Event of Default which is an Insolvency Proceeding with respect to a Client that is a natural person, all outstanding Contracts shall automatically terminate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination of any outstanding Contract in connection with an Event of Default which is an Insolvency Proceeding (including Clause 28.5 of the Terms) shall be deemed amended in accordance with this Paragraph 1 of the Annex.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).



# COUNTRY ANNEX - LUXEMBOURG SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - LUXEMBOURG

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Luxembourg, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. REPLACEMENT OF CLAUSE 1.1(XXXV) (DEFINITION OF INSOLVENCY PROCEEDINGS)

The definition of "Insolvency Proceedings" in Clause 1.1(xxxv) shall be replaced with the following:

"Insolvency Proceedings" means:

- (i) the suspension of payments (unless such suspension of payment is linked to the contestation by the Client of a payment (other than a payment due to a class of creditors) in good faith or such payment can be lawfully withheld, subject to a legal opinion in that respect), a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Client;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of the Client;
  - (iii) the appointment of a trustee, liquidator, provisional liquidator, receiver, receiver and manager, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Client or any of its assets;
  - (iv) situation of illiquidity (cessation de paiements) and absence of access to credit (crédit ébranlé) within the meaning of Article 437 of the Luxembourg Commercial Code in respect of the Client;
  - (v) insolvency proceedings (faillite) within the meaning of Article 437 ff. of the Luxembourg Commercial Code in respect the Client;
  - (vi) controlled management (gestion contrôlée) within the meaning of the Luxembourg grand ducal regulation of 24 May 1935 on controlled management in respect of the Client;
  - (vii) voluntary arrangement with creditors (concordat préventif de faillite) within the meaning of the Luxembourg law of 14 April 1886 on arrangements to prevent insolvency, as amended, in respect of the Client;
  - (viii) suspension of payments (sursis de paiement) within the meaning of Article 593 ff. of the Luxembourg Commercial Code in respect of the Client;
  - (ix) voluntary or compulsory winding up pursuant to the Luxembourg law of 10 August 1915 on commercial companies, as amended, in respect of the Client; or
  - (x) the voluntary or compulsory liquidation of the Client,
- or any analogous procedure or step is taken in any jurisdiction (other than Luxembourg).

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - MONGOLIA SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - MONGOLIA

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Mongolia, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. REPLACEMENT OF CLAUSE 1.1 (DEFINITION OF INSOLVENCY PROCEEDINGS)

The definition of "Insolvency Proceedings" in Clause 1.1(xxxv) shall be replaced with the following:

"Insolvency Proceedings" shall mean that the Client:

- i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- ii. becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- iii. makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- iv. institutes or has instituted against it
  - (A) by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or
  - (B) a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in Paragraph (A) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;
- v. has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- vi. seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- vii. has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
- viii. causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Paragraphs (i) to (vii) above (inclusive); or

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

- ix. takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

## 2. REPLACEMENT OF CLAUSE 30.3 (DEFINITION EVENT OF DEFAULT)

Clause 30.3 (*Default and Default Remedies*) shall be replaced with the following:

Each of the following events occurring in relation to the Client shall constitute an Event of Default:

- i. the Client's failure to make any payment or delivery to Saxo Bank including payment or delivery under any Contract and payment or delivery of Collateral;
- ii. any breach of these Terms by the Client which, if capable of remedy, has not been remedied within 10 (ten) Business Days of Saxo Bank notifying the Client in writing of the breach and requesting that it be remedied;
- iii. Saxo Bank, in its sole discretion, reasonably determines that the Client is showing abnormal trading activity or is behaving in a way which might reasonably be suspected to be abusive in accordance with MAD or is adopting trading strategies aimed at exploiting misquotations (including by trading against a Contract entered into, or to be entered into, under these Terms or any similar behaviour) or is generally deemed to be acting in bad faith or attempting to abuse the information or facilities available on the Trading Platform;
- iv. the occurrence of an event or circumstance which Saxo Bank reasonably considers has, will have or is likely to have, a detrimental effect on any Contract or these Terms or the Client's ability to perform any of its obligations under any Contract or these Terms;
- v. an event of default or other similar condition or event (however described) occurs under any other agreement between Saxo Bank and the Client;
- vi. an Insolvency Proceeding; and
- vii. any admission that a Party is unable to or does not intend to perform any of its obligations under these Terms.

## 3. SUPPLEMENTARY CLAUSE (MAD)

Notwithstanding any other provision of the Terms, the following shall apply:

For the purposes of Paragraph 2(iii) above, "MAD" shall mean directive 2003/6/EC of the European Parliament and of the Council of 28 January 2003 on insider dealing and market manipulation (market abuse), as implemented in the relevant EU/EEA member state, and as amended, supplemented and/or replaced from time to time.

## 4. SUPPLEMENTARY CLAUSE (AUTOMATIC EARLY TERMINATION)

Notwithstanding any other provision of the Terms, the following shall apply:

Immediately preceding the occurrence of, the institution of the relevant proceeding regarding, or the presentation of the relevant petition in respect of, an Event of Default which is an Insolvency Proceeding with respect to the Client, all outstanding Contracts shall automatically terminate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination of any outstanding Contract in connection with an Event of Default which is an Insolvency Proceeding (including Clause 28.5) shall be deemed amended in accordance with this Paragraph 4 of the Annex.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

**5. REPLACEMENT OF CLAUSE 39.2 (ARBITRATION)**

Clause 39.2 (*Governing Law and Jurisdiction*) shall be replaced with the following:

The parties agree to resolve any disputes or difference of opinion arising out of these Terms through arbitration administered by the Danish Institute of Arbitration ("Arbitration Institution") in accordance with the Arbitration Institution rules. There shall be three arbitrators. The seat of the arbitration shall be Copenhagen and the language of the arbitration shall be English. The choice of arbitration shall not prevent Saxo Bank from enforcing its rights against the Client in any competent court.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX – ESTONIA, CYPRUS, LEBANON & PANAMA SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.



## COUNTRY ANNEX – ESTONIA, CYPRUS, LEBANON & PANAMA

Capitalised terms used but not defined in this country annex (“**Annex**”) shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a “country annex” as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Estonia, Cyprus, Lebanon or Panama the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (*AUTOMATIC EARLY TERMINATION*)

Notwithstanding any other provision of the Terms, the following shall apply:

Immediately preceding the occurrence of, the institution of the relevant proceeding regarding, or the presentation of the relevant petition in respect of, an Event of Default which is an Insolvency Proceeding with respect to the Client, all outstanding Contracts shall automatically terminate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination of any outstanding Contract in connection with an Event of Default which is an Insolvency Proceeding (including Clause 28.5 of the Terms) shall be deemed amended in accordance with this Paragraph 1 of the Annex.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - NEW ZEALAND SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - NEW ZEALAND

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and (i) all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms, and (ii) all references to a Paragraph or Paragraphs in this Annex shall be references to a Paragraph or Paragraphs in this Annex.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in New Zealand, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (*DEFINITION OF "STATUTORY MANAGEMENT EVENT"*)

Notwithstanding any other provision of the Terms, the following shall apply:

"Statutory Management Event" shall mean any procedure or step taken to:

- (i) appoint, or with a view to appointing, a statutory manager (or any recommendation is made to appoint a statutory manager by the Financial Markets Authority) under the Corporations (Investigation and Management) Act 1989 or the Reserve Bank of New Zealand Act 1989 in respect of the Client or any of its subsidiaries or any associated person (as defined in either of those Acts), or any of those persons is declared to be under statutory management; or
- (ii) declare, or with a view to declaring, any of the persons referred to in sub-clause (i) above to be a corporation at risk under the Corporations (Investigation and Management) Act 1989, or any of those persons is declared to be a corporation at risk.

### 2. SUPPLEMENTARY CLAUSE (*AUTOMATIC EARLY TERMINATION ON A STATUTORY MANAGEMENT EVENT*)

Notwithstanding any other provision of the Terms, the following shall apply:

Immediately preceding the occurrence of, the institution of the relevant proceeding regarding, or the presentation of the relevant petition in respect of, an Event of Default which is a Statutory Management Event with respect to the Client, all outstanding Contracts shall automatically terminate without Saxo Bank being required to give notice of such. Any provision of the Terms requiring, entitling or enabling Saxo Bank to give notice of the termination of any outstanding Contract in connection with an Event of Default which is an Insolvency Proceeding (including Clause 28.5) shall be deemed amended in accordance with this Paragraph 2 of the Annex.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

### **3. SUPPLEMENTARY CLAUSE (*WARRANTY AND REPRESENTATION*)**

Without limiting any other provision of these Terms, the following shall apply:

- 3.1 The Client warrants and represents that it acts as principal (and not as agent of any person or entity) and sole beneficial owner in entering into this Terms and each Contract; and
- 3.2 The warranty and representation at Paragraph 3.1 above shall be deemed to be in force for the duration of the relationship between Saxo Bank and the Client and shall be repeated each time the Client places an order, enters into a Contract, provides any instructions to Saxo Bank and/or complies with any obligations under these Terms and/or any Contract.

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# COUNTRY ANNEX - POLAND SAXO BANK A/S



SERIOUS TRADING. WORLDWIDE.

## COUNTRY ANNEX - POLAND

Capitalised terms used but not defined in this country annex ("**Annex**") shall have the meaning ascribed to them in the Terms (except as amended herein) and all references to a Clause or Clauses in this Annex shall be references to a Clause or Clauses in the Terms.

This Annex is a "country annex" as referred to in Clause 40.3 (*Status of Terms, Country Annexes, Additional Applicable Business Terms, etc*) of the Terms. If there is any conflict between the provisions of this Annex and the provisions of the Terms, the provisions of this Annex shall take priority.

If the Client is resident, incorporated or organised (as applicable) in Poland, the Parties hereby acknowledge and agree that the Terms are hereby modified, supplemented and/or amended, effective as of the date of this Annex, as follows:

### 1. SUPPLEMENTARY CLAUSE (*TERMINATION OF AGREEMENT*)

Notwithstanding any other provision of the Terms, the following shall apply:

If an Event of Default has occurred and is continuing, Saxo Bank may terminate these Terms together with all Contracts by giving the Client prior written notice.

### 2. SUPPLEMENTARY CLAUSE (*FINANCIAL COLLATERAL*)

Notwithstanding any other provision of the Terms, the following shall apply in respect of Clients that are not natural persons:

The Client agrees that any Collateral constitutes "financial collateral" and that these Terms and the Client's obligations hereunder constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of the laws of any relevant jurisdiction implementing the Directive 2002/47/EC on Financial Collateral Arrangements).

This Annex is applicable from 15 March 2017 for client relationships established on or after 15 March 2017 and from 15 May 2017 for client relationships established before 15 March 2017. This Annex shall remain effective until a more recent version is released. The prevailing version of this Annex is always available at [www.home.saxo](http://www.home.saxo).

# SAXO BANK A/S ORDER EXECUTION POLICY





## 1. INTRODUCTION

- 1.1. This Order Execution Policy (the “Policy”) is issued pursuant to, and in compliance with, Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID II) and the Danish legislation implementing MiFID II (the “Rules”) that applies to Saxo Bank A/S (“Saxo Bank”).
- 1.2. This order execution policy (the “Policy”) provides an overview of how Saxo Bank executes orders on behalf of clients, the factors that can affect the timing of execution and the way in which market volatility plays a part in handling orders when buying or selling a financial instrument.
- 1.3. This Policy applies to Saxo Bank’s execution of orders on behalf of retail clients and professional clients according to the Rules, as defined above.

## 2. SCOPE

### 2.1. **Our Commitment**

2.1.1. When dealing with clients, Saxo Bank has a general duty to act honestly, fairly, professionally and in the best interest of the client. In relation to order execution, Saxo Bank is required to take all sufficient steps to obtain the best possible result when executing client orders or when placing orders with, or transmitting orders to, other entities to execute.

### 2.2. **Your Agreement to this policy**

2.2.1. This Policy has been provided to help clients understand how Saxo Bank executes client orders so that they can make an informed choice on whether to use Saxo Bank’s services. You should ensure that you have read and understand its contents.

2.2.2. Upon acceptance of a client order and when there is no specific client instruction regarding the execution method, Saxo Bank will execute an order in accordance with this Policy.

- 2.3. If you proceed to place an order with us, we will take that as your consent to Saxo Bank executing that order in accordance with this Policy.
- 2.4. Best Execution is the process by which Saxo Bank seeks to obtain the best possible result when executing client orders. The definition of best possible result will vary as Saxo Bank must take into account a range of execution factors and determine their relative importance based on the characteristics of its clients, the orders that it receives and the markets in which it operates. These factors are further described in this Policy.

### 3. BEST EXECUTION OBLIGATION

#### 3.1. Execution Factors

3.1.1. Saxo Bank has considered a number of criteria that might be important to clients. These are called the Execution Factors:

- a. Price - the market price at which the order is executed.
- b. Costs - any additional charges that may be incurred in executing the order in a particular way over and above Saxo Bank's normal charges.
- c. Speed of Execution – this can be particularly important in fast moving markets.
- d. Likelihood of Execution and Settlement – the best price is of little use if Saxo Bank cannot execute at it or if the transaction fails to complete.
- e. Size, nature and any other considerations of the transaction – the way that Saxo Bank executes an unusual order (for example, one that is larger than the normal market size or has unusual features such as an extended or shortened settlement period) may differ from the way it executes a standard order.
- f. Market Impact – the effect that executing a client's order, or showing it to other market participants, might have upon the market.
- g. Other factors relevant to particular order types – as applicable.

### 3.2. **Total Consideration**

3.2.1. When Saxo Bank executes orders on behalf of clients, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total Consideration is the price of the financial instrument and the costs related to execution, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When assessing whether Best Execution has been achieved, Saxo Bank does not take account of its standard charges that will be paid by the client irrespective of how the order is executed.

### 3.3. **Execution Criteria**

3.3.1. The relative importance that Saxo Bank attaches to the Execution Factors in any particular case may be affected by the circumstances of the order. These are called the Execution Criteria, they consist of:

- a. Client Characteristics – professional customers may have different needs to retail customers.
- b. Transaction Characteristics – such as the potential for it to have an impact on the market.
- c. Financial Instrument Characteristics – such as liquidity and whether there is a recognised centralised market.
- d. Venue Characteristics – particular features of the liquidity sources available to Saxo Bank.
- e. Other relevant circumstances – as applicable.

### 3.4. **Execution Venues**

3.4.1. Based on its assessment of the Execution Factors and the Execution Criteria, Saxo Bank will select one or more venue(s) for the execution of the clients order. Venues used might include:

- a. Regulated Markets (RM)
- b. Multilateral Trading Facilities (MTF)
- c. Systematic Internalisers (SI)
- d. Liquidity provided from Saxo Bank's own internal flow aggregation book and other Liquidity Providers.

- 3.4.2. Saxo Bank will take reasonable care not to discriminate between execution venues other than on the basis of the Execution Factors relevant to the order concerned.
- 3.4.3. For certain asset classes, where Saxo Bank executes orders against liquidity provided by its own internal flow aggregation book, Saxo Bank will aggregate the risk from client transactions with risks arising on other clients orders and will undertake hedging activities at other dealing venues in the manner that it considers to be most efficient. The prices that Saxo Bank makes available to clients under this model will be based upon the prices available to it from its selected hedging venues.
- 3.4.4. Saxo Bank is a member of NASDAQ Copenhagen A/S and Chicago Mercantile Exchange ("CME") and additionally uses a number of external financial institutions and brokers in the process of receiving and relaying orders or to directly execute listed financial instruments which are not listed on NASDAQ Copenhagen A/S and CME.
- 3.4.5. Saxo Bank has access to a number of exchanges and other execution venues through its order routing Brokers. A list of the main execution venues including brokers used by Saxo Bank is available on [www.home.saxo](http://www.home.saxo) and as an Appendix to this Policy.

## 4. TRANSACTIONS WHERE BEST EXECUTION HAS LIMITED SCOPE

### 4.1. **Specific Instructions**

- 4.1.1. Clients may ask Saxo Bank to execute their orders in accordance with specific instructions – either generally or on a case by case basis. To the extent that Saxo Bank is able to accommodate such requests, it will do so. However:
- Where the specific instructions will result in higher costs, Saxo Bank may reflect those additional costs in its charges to the client. In this case, Saxo Bank will notify the client of its revised charges before accepting the order(s).

- b. Where the specific instructions conflict with its normal processes, Saxo Bank will give the specific instructions precedence. This may result in a different outcome for the transaction.
- c. Where there is no conflict, Saxo Bank will continue to follow this execution Policy.

#### 4.2. **Event of Client Default or other liquidation event**

- 4.2.1. In an Event of Client Default, (e.g. insufficient margin), or other liquidation event (e.g. Account Value Shield Trigger), Saxo Bank shall seek to immediately terminate, cancel and close-out all or part of any outstanding positions. Saxo Bank retains discretion as to how to handle the close-out, including with respect to order execution, fill quantity, aggregation, priority and pricing.

#### 4.3. **Funds**

- 4.3.1 Funds are priced based on the value of their underlying Assets. Most funds will calculate and publish a price every working day referred to as the NAV (Net Asset value). There is no continuous pricing of fund units throughout the trading day but trades are executed at the next available NAV. This means that you will not know the exact number of units your investment will result in but you will per definition get the best possible price.

## 5. RISK OF DEALING IN VOLATILE MARKETS

#### 5.1. **Clients should be aware of the following risks associated with volatile markets, especially at or near the open or close of the standard trading session:**

- 5.1.1. Execution at a substantially different price from the quoted bid or offer or the last reported price at the time of order entry, as well as partial executions or execution of large orders in several transactions at different prices.
- 5.1.2. Delays in executing orders for financial instruments that Saxo Bank must send to external market makers and manually routed or manually executed orders.
- 5.1.3. Opening prices that may differ substantially from the previous days close.

- 5.1.4. Locked (the bid equals the offer) and crossed (the bid is higher than the offer) markets, halted markets, limit up (buys halted)/limit down (sales halted) which may prevent the execution of client orders.
- 5.1.5. Price volatility is one factor that can affect order execution. When there is a high volume of orders in the market, order imbalances and back logs can occur. This implies that more time is needed to execute the pending orders. Such delays are usually caused by the occurrence of different factors:
- a. the number and size of orders to be processed;
  - b. The speed at which current quotations (or last-sale information) are provide to Saxo Bank and;
  - c. The system capacity constraints applicable to the given exchange, as well as to Saxo Bank and other firms.
- 5.2. Saxo Bank is obligated to take necessary steps to keep an orderly market. Therefore Saxo Bank operates with “Compliance” order filters. Such Compliance order filters are also present at exchanges and other brokers that might be used by Saxo Bank to route the order to the designated market. The filters might result in orders with a large expected market impact to be paused or traded using an algorithm potentially causing slippage from the expected arrival price. Stop orders are also at Saxo Bank’s discretion grouped into larger orders and then traded as an algorithm to prevent cascading market impact or large market impact in general. Saxo Bank cannot be held liable for price slippage caused by acting to keep an orderly market.

## 6. REGULAR REVIEW

- 6.1. Saxo Bank will review this Policy annually and whenever a material change occurs that affects Saxo Bank’s ability to obtain the best possible result for the execution of client orders.
- 6.2. Saxo Bank regularly reviews the overall quality of its order executions and its order routing practices, including its order routing vendors and the available exchanges. Saxo Bank will amend this Policy on the basis of such reviews if it considers it to be necessary. Any new policy will be made available on Saxo Bank’s websites and will be in force as from publication.

- 6.3. Saxo Bank will summarise and make public on an annual basis, for each class of financial instrument in Schedule 1 to this Policy, reports on the top five execution venues in terms of trading volumes for the preceding year and information on the quality of the execution obtained. Any new report will be made available on Saxo Bank's website.

## 7. ABOUT SAXO BANK'S CHARGES

- 7.1. Saxo Bank charges for its services. These may vary depending on factors such as the service it is providing to the client; the manner in which they are used; and the pricing plan that the client has agreed to. Details of Saxo Bank's charges are available on its website. Where it provides liquidity from its internal flow aggregation book, Saxo Bank will provide the client with a two way dealing price. In normal circumstances, the difference between the bid price (at which Saxo Bank is willing to buy) and the ask price (at which it is willing to sell) will constitute part of its charges for the service Saxo Bank provides. For the purpose of assessing whether it has achieved Best Execution, Saxo Bank will not take its standard charges that apply to a client's transactions irrespective of the venue at which they are executed into account. Saxo Bank will, however, take account of any charges levied by a third party or incorporated into its prices to reflect cost differentials of dealing at different execution venues.

## 8. INFORMATION HANDLING

- 8.1. Saxo Bank may have access to, use and provide counterparties with information on an anonymous and aggregated basis, including but not limited to, your orders, positions, trade and other data and analytics (collectively, "Anonymous and Aggregated Data"). This Anonymous and Aggregated Data may be used for market information, analytical tools, risk management strategies for market making and liquidity provision and other Saxo Bank products and services. The nature of any Anonymous and Aggregated Data provided to you may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to you.

## 9. DEALING ON QUOTES

- 9.1. When trading over the counter (OTC) derivatives with Saxo Bank, clients are trading on Saxo Bank's price. There are a number of factors that can be used to construct a derivative price, and these will vary depending on the asset class traded, the nature of the market and the characteristics and terms of the transaction and any special market or credit risks posed by it. Saxo Bank applies a standardised method of calculation for these types of derivatives to ensure that the price it is offering at any given time is always considered fair and the best price it can obtain on the client's behalf. In monitoring best execution for these types of instruments, Saxo Bank will monitor the calculation method to ensure that it is applied consistently at all times.
- 9.2. Saxo Bank will check the fairness of the price proposed to the client, by gathering market data used in the estimation of the price of such product and, where possible, by comparing with similar or comparable products.



## SCHEDULES

### SCHEDULE 1: FINANCIAL INSTRUMENTS

1. **Best Execution applies when Saxo Bank executes a transaction on behalf of a client in financial instruments and products as defined by the Rules including:**
  - a. Bonds
  - b. Cash Equities and Exchange Trade Products (ETF,ETC,ETN)
  - c. CFD Equities and CFD Exchange Traded Products (ETF,ETC,ETN)
  - d. CFD Indices
  - e. CFD Futures
  - f. CFD Options
  - g. Futures
  - h. Listed Options
  - i. Rolling Foreign Exchange Spot
  - j. Foreign Exchange Forward
  - k. Foreign Exchange Swaps
  - l. Foreign Exchange Options
  - m. Collective Investment Undertakings (Funds)
2. **Best Execution does not apply to:**
  - 2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
  - 2.2. With regards to transactions arising from the exercise of an option. Saxo Bank will treat an instruction to exercise an option as a specific instruction from the client to exercise his rights under the option contract and will not take account of the state of the underlying market at the time.

## 2: BONDS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of global Bonds.

### 2. **Order Types Available:**

- 2.1. Saxo Banks's online trading works with one order type: Fill or Kill (market) order. Where market pricing may be outside of the indicative bid/offer price due to a lack of liquidity orders may be routed to market as aggressive limit orders. This will provide some protection from negative slippage but may introduce the risk that the order will not be filled if the market moves sharply.
- 2.2. Saxo Banks offline trading, for specific bonds, allows the client to place an OTC limit order. In this case Saxo Bank works the limit order manually on a best effort basis, versus Saxo banks liquidity and follows the rules for offline trading as described below.

### 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to bond trades with clients. In exceptional circumstances, for instance when working large orders in highly illiquid bonds Saxo Bank acts as agent.
- 3.2. **The ranking of execution factors for bonds is:**
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Order size and type;
  - e. Costs;
  - f. Speed;
  - g. Other factors.

### 4. **Saxo Bank's selected venue:**

- 4.1. Orders can be executed over the counter (OTC) against Saxo Bank Liquidity referred to as offline trading, or traded on the Saxo Bank platform STP to execution venues referred to as online trading.

4.2. **When executing client orders and hedging, Saxo Bank may source liquidity from:**

- a. Its own trading book;
- b. Other dealers in the market;
- c. Regulated Trading venues.

4.3. **Saxo Bank Offline Trading:**

4.3.1. Execution is done bilaterally with Saxo Bank with many orders still negotiated over the telephone. Due to the market structure, Bonds are still largely traded bilaterally using voice trading. Saxo Bank uses a Principal model, where clients can trade on prices offered by Saxo Bank, on request from the client.

4.4. **Saxo Bank Online Trading:**

4.4.1. Bonds traded via Saxo Bank's online bond offering are carefully selected based on sustainable liquidity, hence sufficient indicative prices and active dealers. Execution is carried out on the Request For Quote (RFQ) model of a Multilateral Trading Facility (MTF) allowing Saxo to access multiple liquidity providers. The Liquidity providers participating are prioritized based on historical data in order to obtain a fair price, within a given time frame.

4.4.2. Live indicative prices are displayed to the client before placing an order. These prices constitute the limit, if the client agrees to the prices a FOK order is placed in the market working for up to one minute. The order is routed to up to 100+ liquidity providers to compress spreads through multi-dealer competition and ensure the best possible execution for the client. More than 75% of the online orders are quoted by at least 3 counterparties before being executed.

5. **Price Formation:**

5.1. **Offline Trading:**

5.1.1. The market is characterised by indicative OTC prices. For bonds traded offline Saxo Bank splits all bonds into one of three baskets based on the relevant bond's liquidity;

- 5.1.2. For highly liquid bonds, Saxo Bank will offer a bid/offer price in line with prices shown in any attainable firm market (this includes public exchanges to which Saxo Bank has access, as well as OTC counterparts).
- 5.1.3. For bonds with lower liquidity, Saxo Bank will source a minimum of three separate indicative prices to gauge the best price based on the order size.
- 5.1.4. For highly illiquid bonds, Saxo Bank seeks to derive a mid-price based on all indicative pricing information available to it, and then quotes a bid/offer spread to the client factoring in a predefined additional spread.

5.2. **Online Trading:**

- 5.2.1. The (live indicative platform) price is derived from multiple prices, price sources, and price model calculations, to form a relevant average of the market. The aim of our pricing is to reflect the real market prices as close as possible, despite the indicative nature of the bond markets.
- 5.2.2. Saxo Bank will track the performance of our liquidity providers monthly comparing the prices we have received to relevant benchmark feed prices in order to continuously evaluate and ensure the quality of our online execution

## SCHEDULE 3: CASH EQUITIES AND EXCHANGE TRADED PRODUCTS

1. **Products in Scope:**

- 1.1. Purchase and sale of cash equities and equity-like products, such as ETFs, ETCs and ETNs.
- 1.2. Not in Scope: Transactions arising from the exercise of an option

2. **Order Types available:**

2.1. ***Market Order***

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill

a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

## 2.2. **Limit Order**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

## 2.3. **Immediate or Cancel (IOC)**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

## 2.4. **Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a "sleeping" market order until the stop price is reached or breached.

## 2.5. **Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

## 2.6. **Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 2.7. **Algorithmic Order:**

2.7.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.

## 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as agent with respect to cash equity trades with clients. Saxo Bank has access to a number of Smart Order Routers that are able to check multiple different execution venues when trying to execute a cash equity order. Not only does this allow Saxo Bank to potentially access better prices, it also gives access to additional liquidity, meaning that there is a greater likelihood of obtaining an execution. The ranking of execution factors for cash equities is:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

4. **Saxo Bank's selected venue:**

- 4.1. Saxo Bank acts as agent for cash equities. All orders in cash equities are executed on venue.
- 4.2. Saxo Bank facilitates as principle fractional share trading, which means Saxo Bank purchases the whole share and allocates the fraction to the clients account.

5. **Price Formation:**

- 5.1. Client orders will be routed by smart order routers to the electronic order book of different venues. Prices are formed according to rules of the venue.

**SCHEDULE 4: CFD EQUITIES AND EXCHANGE TRADED PRODUCTS (ETF,ETC,ETN)**

1. **Products in Scope:**

- 1.1. Purchase and sale of contracts for differences based on individual shares, exchange traded funds (ETF), commodities(ETC) and notes (ETN).

2. **Order Types Available:**

2.1. **Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately.

2.1.2. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

2.2.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions

2.3. **Stop Limit Order:**

2.3.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

2.4. **Algorithmic Order:**

2.4.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.



**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD equity trades with clients. CFD equity orders are handled in the same manner as cash equity orders because Saxo Bank will route its hedge trade against CFD equity orders directly to the market in the same way as it would route a client's cash equity trade. As a result the ranking of execution factors is the same:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

**4. Saxo Bank's selected venue:**

- 4.1. Saxo Bank hedges the CFDs that it enters into with clients using cash equities. Saxo Bank executes these hedges in the same way that it would execute a transaction for that client in the cash equity concerned.

**5. Price Formation:**

- 5.1. Prices are formed according to rules of the venue.

## SCHEDULE 5: CFD INDICES

**1. Products in Scope:**

- 1.1. CFD's based on stock indices.

**2. Order Types Available:****2.1. Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered.

**2.2. Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

2.3. ***Immediate or Cancel (IOC)***

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

2.4. ***Stop Order***

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” market order until the stop price is reached or breached.

2.5. ***Trailing Stop Order***

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

2.6. ***Stop Limit Order***

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk and manage investment strategies.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD Index trades with clients. CFD Index prices are derived from the relevant underlying index price, taking into account the cost of carry. Saxo Bank calculates its own cost of carry that factors in future expectations of dividends and interest rates, and this can include both internal and external inputs.
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD indices the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

4. **Saxo Bank Selected venue:**

- 4.1. All orders in CFD indices are executed against Saxo Bank's own liquidity.

5. **Price Formation:**

- 5.1. CFD Index prices are Saxo Bank's proprietary prices, which are derived from the relevant underlying Market.

6. **Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bids/ask spreads caused by, for instance, release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances is in the disfavour of the client.

## SCHEDULE 6: CFD FUTURES

1. **Products in Scope:**

1.1. CFD's based on Futures including, Commodities, FX, Indices and Bonds.

2. **Order Types Available:**2.1. **Market Order:**

2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money".

2.1.2. It is the clients' own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Some of Saxo Bank's third party execution brokers may choose to translate market orders on various markets into aggressive limit orders. This is often a result of exchange rules applied to protect clients from "bad fills". Saxo Bank cannot be held responsible for missing fills due to such translation performed by third party execution brokers.

2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

2.3. **Immediate or Cancel (IOC):**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

2.4. **Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” order until the stop price is reached or breached.

2.5. **Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

2.6. **Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

2.7. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk manage investment strategies.

3. **Relevant Execution Factors:**

3.1. Saxo Bank trades as principal to CFD Futures trades with clients. CFD Futures prices are Saxo Bank's proprietary prices, which are derived from the relevant underlying instrument price, taking into account the cost of carry and liquidity which is calculated by Saxo Bank and includes both internal and external input. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring.

### 3.2. **For CFD Futures, the ranking of execution factors is:**

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other Factors.

### 4. **Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD Futures are executed against Saxo Bank's own liquidity.

### 5. **Price Formation:**

- 5.1. The price of CFD Futures is a proprietary price derived by Saxo Bank and will generally track that of the relevant underlying exchange traded market.

### 6. **Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bid/ask spreads caused by for instance release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances be in the disfavour of the client.

## SCHEDULE 7: CFD OPTIONS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of CFDs based on listed options.

### 2. **Order Types Available:**

#### 2.1. **Limit Order:**

2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

### 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD on Option trades with clients, at CFD prices that are derived from the underlying listed options .
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD on Options the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

### 4. **Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD on Options are executed against Saxo Bank's own liquidity.

### 5. **Price Formation:**

- 5.2. Prices are formed according to rules of the venue.

## SCHEDULE 8: FUTURES

### 1. **Products in Scope:**

- 1.1. Purchase and sale of Futures for speculative purposes.

### 2. **Not in Scope:**

- 2.1. Saxo Bank does not support physical delivery of the underlying security on expiry of any future. Therefore, Saxo Bank advises clients to take note of the expiry and first notice dates (FND) of any futures in which they have positions and ensure they are closed before the appropriate day, as described below.
- 2.2. If the FND is before the expiry date, positions need to be closed the day before the FND. If the expiry date is before the FND positions need to be closed no later than on the expiry date.

- 2.3. If futures positions are not closed before the relevant date, Saxo Bank will close the position on the client's behalf at the first available opportunity at the prevailing market rate. Any resulting costs, gains or losses will be passed on to the client.

### 3. **Order Types available:**

#### 3.1. **Market Order:**

- 3.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

#### 3.2. **Limit Order:**

- 3.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future.
- 3.2.2. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

#### 3.3. **Stop Order:**

- 3.3.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.



### 3.4. **Stop Limit Order:**

3.4.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 4. **Trailing Stop Order**

4.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

## 5. **Algorithmic Order:**

5.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Bank Trader.

## 6. **Relevant Execution Factors**

6.1. Exchange traded futures are not fungible and are traded on a centrally regulated venue therefore the liquidity is on those venues. For futures, the ranking of the applicable execution factors is:

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other factors.

## 7. **Saxo Bank's selected venue:**

7.1. Saxo Bank offers Direct Market Access (DMA) to the Futures Exchanges.

8. **Price Formation:**

- 8.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

## SCHEDULE 9: LISTED OPTIONS

1. **Products in Scope:**

- 1.1. Purchase and sale of Exchange Traded Options for speculative and hedging purposes.

2. **Order types available:**2.1. **Limit Order:**

- 2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.
- 2.1.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

3. **Relevant Execution Factors:**

- 3.1. Exchange traded options are traded on a centrally regulated venue therefore the concentration of the liquidity is on those venues. For listed options, the ranking of the applicable execution factor is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

4. **Saxo Bank's Selected venue:**

4.1. Saxo Bank offers Direct Market Access (DMA) to the Exchange Traded Options.

5. **Price Formation:**

5.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

## SCHEDULE 10: ROLLING FOREIGN EXCHANGE SPOT

1. **Products in Scope:**

1.1. Purchase and sale of rolling foreign exchange spot contracts

2. **Products not in Scope:**

2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.

2.2. Transactions undertaken to roll forward the value date of a client position which do not result in a change to the client's FX market exposure.

3. **Order Types Available:**

3.1. ***Immediate or Cancel (IOC) Market Order***

3.1.1. An Immediate or Cancel (IOC) Market order is similar to a standard Market order (described below). It is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it immediately within three seconds.

- 3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market IOC order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.
- 3.1.3. Saxo Bank monitors the prices available to it at its selected external venues. If Saxo Bank believes it is able to execute a Market IOC order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution. Where an order has not been filled after three seconds then the order will be cancelled.
- 3.1.4. Clients should note that they cannot cancel IOC orders after submission.
- 3.1.5. Unless the client has given a specific instruction, a market order will be converted to an aggressive limit order, or to a request to trade on a previously quoted price, if it is routed to an external venue. This will give the client some protection from a bad fill. However, it also introduces a risk that the order will not be filled if the market moves sharply.

3.2. **Market Order:**

- 3.2.1. A Market Order is a traditional 'at best' instruction to trade as much of the order as possible on the best available terms in the market. A Market Order will normally be filled immediately (or failing that in a relatively short time). Saxo Bank will take all sufficient steps to identify the best terms immediately available for a transaction of that size and will transact on those terms. Financial institutions are required to execute Market orders as soon as reasonably possible without regard to price changes. Therefore, although Saxo Bank will seek to obtain the best terms immediately available, if the market price moves significantly during the time it takes to fill the client's order or if only limited liquidity is available at the best price, the order will be exposed to the risk of execution at a price which could be substantially different from the price when the order was entered.

- 3.2.2. A Market Order will be treated as good for the day. If Saxo Bank believes it is able to execute a Market Order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution. If the order cannot be filled in full immediately, Saxo Bank will continue to work the order until the official close of the relevant market.
- 3.2.3. Unless the client has given a specific instruction, a market order will be converted to an aggressive limit order, or to a request to trade on a previously quoted price, if it is routed to an external venue. This will give the client some protection from a bad fill. However, it also introduces a risk that the order will not be filled if the market moves sharply.

3.3. ***Immediate or Cancel (IOC) Limit Order***

- 3.3.1. A Limit IOC order is an order to trade at the price the client sees on his screen if it is still available subject to a defined tolerance (see below).
- 3.3.2. When Saxo Bank receives a Limit IOC order, it will treat it in a similar way to a Market IOC order (see above) except that it will only fill the order if it is possible at the client's specified limit price, or better. For internally handled orders, if this is not immediately possible then the order (or any unexecuted part thereof) will be cancelled.
- 3.3.3. When placing a Limit IOC order, a client may specify a tolerance. Tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance.
- 3.3.4. If a better price is available, Saxo Bank will give the client the full benefit of the available improvement by filling the client order at the better price no matter how much better it is.

3.3.5. As with a Market IOC order, if Saxo Bank is unable to supply sufficient liquidity from its own book, it may route the order externally. The order will be cancelled after three seconds, if not filled in full.

3.3.6. Clients should note that they cannot cancel IOC orders after submission.

#### 3.4. **Limit Order:**

3.4.1. A limit order is an order to trade at a specified price or better if it is possible to do so within a specified time. The following order durations are available:

- a. Day Order (DO): Valid until the close of trading on the day the order is placed (or on the subsequent business day for orders accepted during the weekend).
- b. Good Till Date (GTD): Valid until the close of trading on a date of the client's choice.
- c. Good Till Cancelled (GTC): Valid indefinitely unless or until specifically cancelled by the client. Where an order is attached to an open position, it will automatically be cancelled if the position is closed.

When Saxo Bank executes a Limit order, the client will have specified the price at which they wish to trade. Saxo Bank will seek to achieve execution at this price as soon as reasonably possible. Saxo Bank will seek to improve upon the price that the client has specified but not if this may cause a delay to the execution of the order.

3.4.2. A Limit order to sell will be triggered when the bid price observed on one of Saxo Bank's main execution venues, plus any client-specific Mark Up, reaches the specified price level.

3.4.3. A Limit order to buy will be triggered when the offer price observed on one of Saxo Bank's main execution venues, minus any client-specific Mark Up, reaches the specified price level.

3.4.4. When a Limit order is triggered, if Saxo Bank is able to execute the order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution. At any time when there is not enough liquidity available from Saxo Bank's own book or externally, to fill the order in full at the specified price or better, the remaining order amount will revert to a 'resting order', waiting for it to possibly be triggered again.

### 3.5. **Stop order:**

3.5.1. A Stop order is usually used to close a position when the market is going against it with a view to prevent further losses. It may also be used to open a position when the market moves through a chosen level. A Stop order may have a duration similar to a Limit order. These are described in the section on Limit orders above.

3.5.2. A Stop order to sell will be triggered when the offer price observed on a primary inter-bank execution venue plus any client-specific Mark Up, reaches the specified price level. Once triggered, the order will be treated as a Market order.

3.5.3. A Stop order to buy will be triggered when the bid price observed on a primary inter-bank execution venue<sup>1</sup>, minus any client-specific Mark Up, reaches the specified price level. Once triggered, the order will be treated as a Market order

3.5.4. This arrangement is designed to protect clients from the risk that their Stop order is triggered as a result of spreads widening without the market actually moving. This could happen around the release of economic statistics or at times of reduced liquidity such as during a value date roll or during the close and opening of the market.

3.5.5. Clients should note, however, that this means a Stop order will never be executed at their specified level but typically at a price that is worse for the client (typically the spread away from the client's stop level).

<sup>1</sup> A stop order will be triggered on a price observed on a primary interbank execution venue as the first priority. If there is no liquidity available on a primary inter-bank execution venue, Saxo Bank reserves the right to use a secondary interbank execution venue or alternative liquidity provider.

- 3.5.6. The trigger level for a Stop order can be specified to trail the market. In this case, when the market moves in the client's favour, the trigger level for the order moves the same way.
- 3.5.7. The trigger level for a trailing stop moves in steps which are defined when the order is placed.
- 3.5.8. When a Stop order is triggered it will be executed at the first possible opportunity on the best terms immediately available in the market. This means that the client is exposed to the risk of a worse fill in gapping or illiquid markets.

3.6. **Stop Limit Order:**

- 3.6.1. A Stop Limit order rests in the same way as a Stop order. However, once triggered, rather than execute at the next available price it converts to a Limit order at a pre-agreed Limit price. From that point on, the order is treated as a Limit order.
- 3.6.2. This type of order gives the client some protection from a bad fill in a gapping or illiquid market. However, that protection comes at a cost. In some circumstances the order may not be executed at all.
- 3.6.3. Trailing Stop Limit orders are not available.

4. **Relevant Execution Factors:**

- 4.1. Except for Limit orders, Saxo Bank will place the highest priority on total consideration (the combination of price and costs associated with dealing).
- 4.2. For Limit orders, where the client has stipulated a price that is not immediately available in the market, Saxo Bank will place the highest priority on execution at the client's specified price at the first possible opportunity. This means that Saxo Bank will prioritise speed and certainty of execution.



## 5. **Saxo Bank's selected venue**

- 5.1. For FX Spot, Saxo Bank trades as principal and reserves the right to aggregate risks and undertake consolidated hedging trades in the underlying market through its internal flow aggregation book. Where the client has given a specific instruction not to do so, Saxo Bank does not aggregate risks and undertake consolidated hedging trades through its internal flow aggregation book. This is described in section 4. 'Transactions Where Best Execution Has Limited Scope'.
- 5.2. Saxo Bank will normally provide liquidity from its internal flow aggregation book. Saxo Bank believes this provides the best outcome for clients because:
  - 5.2.1. Saxo Bank's internal flow aggregation model allows it to execute larger trade sizes in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients.
  - 5.2.2. Its continuous two-way order flow means that it is usually able to use a single (mid-market) price to which it adds its spread. In less liquid market conditions, it may quote a two-way price. However, its mid price before applying any client specific Mark Up is always within the best bid and offer prices available to it in the underlying market.
  - 5.2.3. The foreign exchange spot market is characterised by rapid price movements relative to the costs of dealing. Providing liquidity from its own book allows it to avoid the delays that could arise in routing orders to the underlying market.
- 5.3. In limited circumstances, where Saxo Bank believes it is necessary to do so to enhance the experience of the majority of its clients, it may route particular orders directly to third party execution venues.

## 6. **Price Formation:**

- 6.1. Saxo Bank constantly monitors the prices available to it in the wider market. It's price for foreign exchange spot transactions is formed from the liquidity available in a given currency pair for buying or selling, to which its charges are added. Saxo Bank may improve on either side of the best price at which it is able to sell the relevant currency pair and the best price at which it is able to buy it.

- 6.2. Saxo Bank's price is normally a single price valid for buying or selling, to which its charges are added. Depending on its risk appetite and proprietary interests, Saxo Bank may set its single price anywhere between the best price at which it is able to sell the relevant currency pair and the best price at which it is able to buy it.
- 6.3. Saxo Bank's capacity to provide liquidity in any given currency pair is subject to its internal exposure limits. If a particular order would cause it to breach those limits, Saxo Bank may suspend dealing on its price until it is able to reduce its exposure.

## 7. **Reload Period:**

- 7.1. Saxo Bank monitors the internal and/or external liquidity available in a given currency pair and handles orders that have the potential to have sizeable market impact with particular care and attention. The reload period accumulates the notional amount traded for 5 seconds after the last trade is executed in a given currency pair. During the reload period, Saxo Bank reduce the liquidity available in a given currency pair by the accumulated notional amount traded. This typically results in wider spreads as the price for a next order amount will be based not only on the size of that order alone, but also on the accumulated notional amount previously executed. If Saxo Bank believes it is able to execute an order immediately from its own liquidity then it will do so, otherwise it will route the order to a third party to attempt execution. After 5 seconds with no trading activity, the full liquidity available in a given currency pair will be reloaded. The reload period is client specific, meaning, that the trading activity of one client, does not affect the liquidity available in a given currency pair to another client.

## 8. **Saxo Bank's Charges:**

- 8.1. Saxo Bank's charges may include the following some of which may be included in the net price at which the client trades:

### 8.1.1. **Price Mark Up.**

Saxo Bank's final transaction price may be inclusive of Mark Up that may impact the execution of any order linked to or triggered at a specified price level. This Mark Up will not form part of the price for best execution comparison purposes.

8.1.2. **Spread.**

The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.

8.1.3. **Commission.**

The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

8.1.4. **Financing Adjustments.**

Where a client holds a position in a rolling spot contract open overnight, Saxo Bank will make a cash adjustment to reflect the financing implications of the position. This is based on the interest rates of the currencies in question. Generally, if the client is long the currency with the lower interest rate, this adjustment will be a cost to the client. If the client is long the currency with the higher interest rate, it may be in the clients favour. There is a charge element in the interest rates Saxo Bank uses to calculate these financing adjustments.

9. **Fixing Orders:**

- 9.1. From time to time Saxo Bank may execute a transaction at a rate calculated by a third-party based on trading during a specified time of day (commonly referred to as the "Fixing Window") or at a price determined at a specified time (commonly referred to as a "Reference Time"). Risk management related to such transactions and other transactions conducted in the ordinary course of business may lead Saxo Bank to execute hedging transactions before, during or after the Fixing Window or Reference Time. Saxo Bank seeks to conduct such hedging activities consistent with all applicable legal and regulatory requirements, although those hedging activities, as well as unrelated transactions and other ordinary course of business activities executed by Saxo Bank prior to and during the Fixing Window or Reference Time, or at other times, may have an impact in some cases on the benchmark fixing or related markets.

**10. Direct Markets Access:**

- 10.1. Clients may ask Saxo Bank to provide them with direct access to the market. Saxo Bank will treat this as a Specific Instruction from the client and will accordingly consider whether it is able to do this and on what terms.
- 10.2. Where Saxo Bank provides clients with direct market access, Saxo Bank will select one or more execution venues that it believes will provide the best outcomes for that client's transactions. This may be a different selection of venues than it otherwise uses for execution of similar transactions or for its own hedging purposes. This may result in a different outcome for the client's transactions.

**11. Market Making and Risk Management:**

- 11.1. Market making and risk management activities may impact the prices communicated to the client for a transaction and the availability of liquidity at levels necessary to execute orders. These activities may also trigger or prevent triggering of resting orders, barrier options, vanilla option exercise and similar terms or conditions. Saxo Bank retains discretion as to how to satisfy competing interests, including with respect to order execution, fill quantity, aggregation, priority and pricing.

**12. Last Look:**

- 12.1. Saxo Bank provides two types of liquidity; order driven liquidity for Rolling FX Spot and FX Forward, and quote driven liquidity for FX Options.
- 12.2. Quote driven liquidity gives Saxo Bank the ability to see the order and choose to fill or reject the order, before execution. Saxo Bank employs a symmetric price check to determine if trade requests are made at prices that are within Saxo Bank's price tolerance for execution. This control will be applied immediately upon receipt of a trade request. In each case, the current price is compared to the trade request price. If the current price has not moved in either direction from the trade request price by more than a defined tolerance, and other pre-trade controls are passed, Saxo Bank will accept the trade request. If the current price differs from the trade request price by more than a defined tolerance, Saxo Bank will reject the trade request. Other factors such as technical and pricing errors may also cause trade requests to be rejected by last look. The primary purpose of last look is to protect against trading on prices that do not reflect the current market, and against certain trading behaviour.

- 12.3. For order driven liquidity where Saxo Bank may route the order externally to a third party to attempt execution, a form of last look may be applied by other liquidity providers that may result in the order being filled completely or partially, or it may not fill at all.
- 12.4. The receipt of a trade request as well as any information associated with a trade request does not influence any pricing or hedging activity undertaken by Saxo Bank prior to the acceptance of the trade request. If a trade request is rejected, whether as a result of Last Look or otherwise, no information associated with the trade request is used to influence any pricing or hedging activity subsequently undertaken by Saxo Bank.

## SCHEDULE 11: FOREIGN EXCHANGE FORWARD

1. **Products in Scope:**
  - 1.1. Purchase and sale of foreign exchange forward contracts.
2. **Products not in Scope:**
  - 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
3. **Order Types Available:**
  - 3.1. ***Immediate or Cancel (IOC) Market Order***
    - 3.1.1. See Foreign Exchange Spot for details.
  - 3.2. ***Immediate or Cancel (IOC) Limit Order***
    - 3.2.1. See Foreign Exchange Spot for details.
4. **Relevant Execution Factors:**
  - 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

5. **Saxo Bank's selected venues:**

- 5.1. Foreign exchange forward prices are based on the spot price for the relevant currency pair and a spot/forward swap price. When Saxo Bank executes an order for a client in relation to foreign exchange forwards, the spot component will be executed in the same way that Saxo Bank would execute a spot order for that client.
- 5.2. For the forward swap element, Saxo Bank provides liquidity from its internal flow aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

6. **Price Formation:**

- 6.1. The spot component of a foreign exchange forward contract is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client.
- 6.2. The forward swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant forward value date.
- 6.3. Saxo Bank's interest rates for US Dollars are based on interbank rates. For other currencies, Saxo Bank's interest rates are implied from the US Dollar rates and the forward swap rates available to Saxo Bank from its hedging counterparties.
- 6.4. Where there is no published interest rate for the specified date, Saxo Bank will calculate a rate by interpolation between the available dates on either side.
- 6.5. Saxo Bank creates a single mid-market price for the forward swap for the client's chosen dates.
- 6.6. The spread Saxo Bank adds to this mid-point varies depending upon the spot rate, the interest rates applying to the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

7. **Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.

8. **Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

9. **Last Look:**

- 9.1. See Foreign Exchange Spot for details.

## SCHEDULE 12: FOREIGN EXCHANGE SWAPS

1. **Products in Scope:**

- 1.1. Purchase and sale of foreign exchange swap contracts.

2. **Products not in Scope:**

- 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions

3. **Order Types Available:**

3.1. ***Fill or Kill (FOK) Market Order***

- 3.1.1. A Fill or Kill (FOK) Market order is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it in full immediately.

- 3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market FOK order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.

- 3.1.3. Clients should note that they cannot cancel FOK orders after submission.

### 3.2. **Fill or Kill (FOK) Market Order**

- 3.2.1. A Limit FOK order is an order to trade at the price the client sees on his screen if it is still available subject to a defined tolerance (see below).
- 3.2.2. When Saxo Bank receives a Limit FOK order, it will treat it in a similar way to a Market FOK order (see above) except that it will only fill the order if it is possible at the client's specified limit price, or better. If this is not immediately possible then the order will be cancelled.
- 3.2.3. When placing a Limit FOK order, a client may specify a tolerance. Tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance.
- 3.2.4. If a better price is available, Saxo Bank will give the client the full benefit of the available improvement by filling the client order at the better price no matter how much better it is.
- 3.2.5. Clients should note that they cannot cancel FOK orders after submission.

## 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

## 5. **Saxo Bank's Selected Venue(s):**

- 5.1. Foreign exchange swap prices are based on the spot price for the relevant currency pair and a spot/forward swap price.
- 5.2. For the forward swap element, Saxo Bank provides liquidity from its internal flow aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.



**6. Price Formation:**

- 6.1. The spot component of a foreign exchange swap contract is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client.
- 6.2. The forward swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant forward value date.
- 6.3. Saxo Bank's interest rates are based on interbank deposit rates and the forward swap rates available to it from liquidity providers.
- 6.4. Where there is no published interest rate for the specified date, Saxo Bank will calculate a rate by interpolation between the available dates on either side.
- 6.5. Saxo Bank creates a market price for the forward swap for the client's chosen dates.
- 6.6. The spread Saxo Bank adds to this varies depending upon the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

**7. Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.

**8. Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

**9. Last Look:**

- 9.1. See Foreign Exchange Spot for details.

## SCHEDULE 13: FOREIGN EXCHANGE OPTIONS

### 1. **Products in Scope:**

- 1.1. Foreign Exchange Vanilla, Barrier and Binary Touch Options.

### 2. **Products not in Scope:**

- 2.1. All Foreign exchange options are in scope.

### 3. **Order Types Available:**

- 3.1. Dealing on Quotes

3.1.1. Saxo Bank will provide prices for foreign exchange options to clients on request. These prices will be calculated to meet its obligation to provide the client with the best possible outcome on his transaction in terms of total consideration.

3.1.2. If a client wishes to trade, he may elect to do so at the price Saxo Bank has quoted. Acceptance of the trade is subject to filters based on time elapsed and/or price movements in the underlying market since the price was quoted.

### 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing. Saxo Bank will also prioritise speed and certainty of execution and the ability to trade in retail sizes.

4.2. The underlying market for foreign currency options is the 'inter-bank market'. Transactions undertaken in this market are normally of a wholesale size. It is not normally practical to undertake individual smaller transactions.

### 5. **Saxo Bank's Selected Venue(s):**

- 5.1. Option prices are based on a number of factors, the most significant of which are the spot price of the underlying and the 'implied volatility' of the relevant currency pair.

- 5.2. For the implied volatility Saxo Bank trades as principal through liquidity provided from its internal flow aggregation book. This allows it to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

## 6. **Price Formation:**

- 6.1. Saxo Bank uses the Black Scholes pricing model to price options from its own liquidity. This model generates a single mid-market price based on spot prices, interest rates and 'implied volatilities' for the currencies concerned.
- 6.2. Saxo Bank constantly review its prices against prices available to it in the inter-bank market to ensure that its mid points are within the best bid and offer prices available to it.
- 6.3. Saxo Bank's premium for any given option is derived from three factors which it internally treats as separate markets. Saxo Bank's net spread for an option trade is derived from the spread it quotes on each component. The net spread on any particular option transaction will be disclosed before the client trades. Spreads will normally be wider for longer dated options than for shorter dated ones; and wider for closer to the money options than for deeper in or out of the money ones.

## 7. **Saxo Bank's Charges:**

- 7.1. Saxo Bank's charges may include the following, some of which may be included in the net price at which the client trades:
- 7.1.1. **Spread.**  
The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.
- 7.1.2. **Commission.**  
The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

**8. Market Making and Risk Management:**

8.1. See Foreign Exchange Spot for details.

**9. Last Look:**

9.1. See Foreign Exchange Spot for details.

## BONDS

### Online Venues and Liquidity Providers

Tradeweb MTF - RFQ Model (see some member liquidity providers below)

ABN AMRO	Credit Suisse	Millennium Europe	Santander
ANZ Banking Group	Daiwa Capital Markets	Mitsubishi	Societe Generale
Banca IMI	Deutsche Bank	Morgan Stanley	Standard Chartered Bank
Bank of America/ Merrill Lynch	DZ Bank	MPS Capital	Toronto Dominion Bank
Barclays Bank	Goldman Sachs	Natixis	UBS
BBVA	HSBC Bank	Nomura	Unicredit
BNP Paribas	ING Bank	Oddo	Wells Fargo
Citigroup	Jeffries International	Rabobank	
Commerzbank	JP Morgan	Royal Bank of Canada	
Credit Agricole	Lloyds Bank	Royal Bank of Scotland	

### DMA to Regulated Markets

Euronext	NASDAQ OMX Copenhagen		
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### Offline - Hedging Liquidity Providers

\*in addition to all above mentioned liquidity providers

Arctic Securities	Jyske Bank	NIBC Markets	Tradition
Danske Bank	Market Axess	Pershing	VTB Capital
DNB Bank	Nedbank	SEB Bank	Zurich Cantonal bank

## Cash Equities and Exchange Traded Products (ETF,ETN,ETC)

### Venues to which Saxo Bank has access via Executing Brokers

AMERICAS	EUROPE	ASIA-PACIFIC
American Stock Exchange	Athens Stock Exchange	ASX - Center Point
NASDAQ	Bolsa de Madrid	Australian Stock Exchange
New York Stock Exchange	Borsa Italiana	Hong Kong Exchanges and Clearing
Toronto Stock Exchange	Budapest Stock Exchange	Singapore Exchange
New York Stock Exchange Arca	Deutsche Börse, Xetra	Tokyo Stock Exchange
OTC Bulletin Board	Euronext Amsterdam	Chi-X Australia
AQUA	Euronext Brussels	Chi-X Japan
BAML Instinct X (MLXN)	Euronext Lisbon	SBI Japannext
Barclays LX	Euronext Paris	ASX Centre Point
BIDS Trading	Irish Stock Exchange	BNP BIX
BNY Millennium	Johannesburg Stock Exchange	BofAML MLXN
CITI CROSS	London Stock Exchange	Citibank
CS CrossFinder	Nasdaq OMX Copenhagen	CLSA Dark Pool
CS Light Pool	Nasdaq OMX Helsinki	Commonwealth Bank of Australia
DB SuperX ATS	Nasdaq OMX Stockholm	Credit Suisse Cross Finder
Fidelity Cross-Stream	Oslo Bors	Deutsche Bank SuperX
GS Sigma X	Prague Stock Exchange	GS Sigma-X
Instinet CBX	Swiss Exchange	Instinet BLX Australia
Instinet Crossing	Warsaw Stock Exchange	Instinet CBX Hong Kong
ITG POSIT	Wiener Börse	Instinet Hong Kong VWAP Cross
JP Morgan Cross	Aquis Exchange	Instinet Nighthawk VWAP
KCG MatchIt	BXE Lit (Bats Europe)	ITG Posit
Level ATS	CXE Lit (Bats Europe)	JP Morgan JPMX

AMERICAS	EUROPE	ASIA-PACIFIC
Morgan Stanley MSPool	Equiduct	Macquarie XEN
CODA Markets	Turquoise	Morgan Stanley MSPool
SSGM/Pulse BlockCross	BXE Dark (Bats Europe)	Nomura NX
UBS ATS	CXE Dark (Bats Europe)	Nomura NX Pro
Aequitas Lit Book	CitiMatch	TORA Crosspoint
Aequitas NEO Book	CS CrossFinder	
Canadian Securities Exchange (CSE)	Deutsche Bank SuperX	
Nasdaq CX2	GS Sigma X MTF	
Nasdaq CXC	Instinet BlockMatch	
Omega - Lynx ATS	ITG Posit	
Omega ATS	Liquidnet Europe	
TSX Alpha Exchange	Nordic@Mid	
TSX Venture	SmartPool	
Instinet Canada Cross (ICX)	Swiss At Mid	
Liquidnet Canada	Turquoise Plato	
Match Now	UBS MTF	
IEX	Xetra MidPoint	
SIGMA X2	JPM - X	
	MS Pool	
	Chi-X Dark	
	Turquoise Plato BDS	
	Bats Lis	
	Chi-X	
	Bats	
	Bats Periodic Auction Order Book (auction)	
	Liquidnet H2O	
	NASDAQ Auction on Demand (auction)	
	Turquoise Dark Continuous	
	Turquoise Dark Periodic (conditional)	

## FUTURES

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EEX	OSAKA
CME	EUREX	HKEK
CBOT	EURONEXT	TSE
CBOE	OMX NORDIC	SFE
MONTREAL	MEFF	
ICE-US	IDEM	

## OPTIONS

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EUREX	OSAKA
CME	EURONEXT	HKEX
CBOT	MEFF	ASK
CBOE	IDEM	
ICE-US	OSLO BORS	
OCC	OMX	



## FOREIGN EXCHANGE

### Rolling FX Spot

#### Saxo Bank's Prime Brokers

Citibank	Deutsche Bank	Royal Bank of Scotland	
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#### Liquidity Providers to which Saxo Bank has direct access

Bank of Tokyo Mitsubishi UFJ	Citibank	JPMorgan Chase	Standard Chartered
Barclays Bank	Commerzbank	Jump Trading	State Street
BNP Paribas	Credit Suisse	Morgan Stanley	UBS
CCM Alpha Fund	Deutsche Bank	Nomura	Virtu
ANZ	Goldman Sachs	Royal Bank of Scotland	XTX Markets
Citadel	HSBC	SolidFX	Bank of America Merrill Lynch

### Venues to which Saxo Bank has access via Prime Brokers

#### Primary inter-bank execution venues

EBS	Reuters		
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#### Secondary inter-bank execution venues

Currenex	Fastmatch	Hotspot	Spotex
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## FX FORWARDS

#### Saxo Bank's Prime Brokers

Citibank	Deutsche Bank	Royal Bank of Scotland	
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## Liquidity Providers to which Saxo Bank has direct access

Bank of America	Citibank	JPMorgan Chase	UBS
Barclays Bank	Deutsche Bank	Natixis	
BNP Paribas	Goldman Sachs	Societe Generale	

**FX OPTIONS**

## Saxo Bank's Prime Brokers

Citibank	Deutsche Bank	Royal Bank of Scotland	
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## Liquidity Providers to which Saxo Bank has direct access

Bank of America	Credit Suisse	JPMorgan Chase	UBS
Barclays Bank	Deutsche Bank	Natixis	
BNP Paribas	Goldman Sachs	Royal Bank of Scotland	
Citibank	HSBC	Societe Generale	
ANZ			
Citadel		SolidFX	

## Brokers to which Saxo Bank has access via Prime Brokers

BGC	GFI	TP ICAP	Tradition
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# SAXO BANK A/S ORDER EXECUTION POLICY



## 1. INTRODUCTION

- 1.1. This Order Execution Policy (the “Policy”) is issued pursuant to, and in compliance with, Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID II) and the Danish legislation implementing MiFID II (the “Rules”) that applies to Saxo Bank A/S (“Saxo Bank”).
- 1.2. This order execution policy (the “Policy”) provides an overview of how Saxo Bank executes orders on behalf of clients, the factors that can affect the timing of execution and the way in which market volatility plays a part in handling orders when buying or selling a financial instrument.
- 1.3. This Policy applies to Saxo Bank’s execution of orders on behalf of retail clients and professional clients according to the Rules, as defined above.

## 2. SCOPE

### 2.1. **Our Commitment**

2.1.1. When dealing with clients, Saxo Bank has a general duty to act honestly, fairly, professionally and in the best interest of the client. In relation to order execution, Saxo Bank is required to take all sufficient steps to obtain the best possible result when executing client orders or when placing orders with, or transmitting orders to, other entities to execute.

### 2.2. **Your Agreement to this policy**

2.2.1. This Policy has been provided to help clients understand how Saxo Bank executes client orders so that they can make an informed choice on whether to use Saxo Bank’s services. You should ensure that you have read and understand its contents.

2.2.2. Upon acceptance of a client order and when there is no specific client instruction regarding the execution method, Saxo Bank will execute an order in accordance with this Policy.

- 2.3. If you proceed to place an order with us, we will take that as your consent to Saxo Bank executing that order in accordance with this Policy.
- 2.4 Best Execution is the process by which Saxo Bank seeks to obtain the best possible result when executing client orders. The definition of best possible result will vary as Saxo Bank must take into account a range of execution factors and determine their relative importance based on the characteristics of its clients, the orders that it receives and the markets in which it operates. These factors are further described in this Policy.

### 3. BEST EXECUTION OBLIGATION

#### 3.1. Execution Factors

3.1.1. Saxo Bank has considered a number of criteria that might be important to clients.

These are called the Execution Factors:

- a. Price - the market price at which the order is executed.
- b. Costs - any additional charges that may be incurred in executing the order in a particular way over and above Saxo Bank's normal charges.
- c. Speed of Execution – this can be particularly important in fast moving markets.
- d. Likelihood of Execution and Settlement – the best price is of little use if Saxo Bank cannot execute at it or if the transaction fails to complete.
- e. Size, nature and any other considerations of the transaction – the way that Saxo Bank executes an unusual order (for example, one that is larger than the normal market size or has unusual features such as an extended or shortened settlement period) may differ from the way it executes a standard order.
- f. Market Impact – the effect that executing a client's order, or showing it to other market participants, might have upon the market.
- g. Other factors relevant to particular order types – as applicable.

### 3.2. Total Consideration

3.2.1. When Saxo Bank executes orders on behalf of clients, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total Consideration is the price of the financial instrument and the costs related to execution, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When assessing whether Best Execution has been achieved, Saxo Bank does not take account of its standard charges that will be paid by the client irrespective of how the order is executed.

### 3.3. Execution Criteria

3.3.1. The relative importance that Saxo Bank attaches to the Execution Factors in any particular case may be affected by the circumstances of the order. These are called the Execution Criteria, they consist of:

- a. Client Characteristics – professional customers may have different needs to retail customers.
- b. Transaction Characteristics – such as the potential for it to have an impact on the market.
- c. Financial Instrument Characteristics – such as liquidity and whether there is a recognised centralised market.
- d. Venue Characteristics – particular features of the liquidity sources available to Saxo Bank.
- e. Other relevant circumstances – as applicable.

### 3.4. Execution Venues

3.4.1. Based on its assessment of the Execution Factors and the Execution Criteria, Saxo Bank will select one or more venue(s) for the execution of the clients order. Venues used might include:

- a. Regulated Markets (RM)
- b. Multilateral Trading Facilities (MTF)
- c. Systematic Internalisers (SI)
- d. Liquidity provided from Saxo Bank's own internal flow aggregation book and other Liquidity Providers.

- 3.4.2. Saxo Bank will take reasonable care not to discriminate between execution venues other than on the basis of the Execution Factors relevant to the order concerned.
- 3.4.3. For certain asset classes, where Saxo Bank executes orders against liquidity provided by its own internal flow aggregation book, Saxo Bank will aggregate the risk from client transactions with risks arising on other clients orders and will undertake hedging activities at other dealing venues in the manner that it considers to be most efficient. The prices that Saxo Bank makes available to clients under this model will be based upon the prices available to it from its selected hedging venues.
- 3.4.4. Saxo Bank is a member of NASDAQ Copenhagen A/S and Chicago Mercantile Exchange ("CME") and additionally uses a number of external financial institutions and brokers in the process of receiving and relaying orders or to directly execute listed financial instruments which are not listed on NASDAQ Copenhagen A/S and CME.
- 3.4.5. Saxo Bank has access to a number of exchanges and other execution venues through its order routing Brokers. A list of the main execution venues including brokers used by Saxo Bank is available on [www.home.saxo](http://www.home.saxo) and as an Appendix to this Policy.

## 4. TRANSACTIONS WHERE BEST EXECUTION HAS LIMITED SCOPE

### 4.1. **Specific Instructions**

- 4.1.1. Clients may ask Saxo Bank to execute their orders in accordance with specific instructions – either generally or on a case by case basis. To the extent that Saxo Bank is able to accommodate such requests, it will do so. However:
- a. Where the specific instructions will result in higher costs, Saxo Bank may reflect those additional costs in its charges to the client. In this case, Saxo Bank will notify the client of its revised charges before accepting the order(s).

- b. Where the specific instructions conflict with its normal processes, Saxo Bank will give the specific instructions precedence. This may result in a different outcome for the transaction.
- c. Where there is no conflict, Saxo Bank will continue to follow this execution Policy.

#### 4.2. **Event of Client Default or other liquidation event**

4.2.1. In an Event of Client Default, (e.g. insufficient margin), or other liquidation event (e.g. Account Value Shield Trigger), Saxo Bank shall seek to immediately terminate, cancel and close-out all or part of any outstanding positions. Saxo Bank retains discretion as to how to handle the close-out, including with respect to order execution, fill quantity, aggregation, priority and pricing.

#### 4.3. **Funds**

4.3.1 Funds are priced based on the value of their underlying Assets. Most funds will calculate and publish a price every working day referred to as the NAV (Net Asset value). There is no continuous pricing of fund units throughout the trading day but trades are executed at the next available NAV. This means that you will not know the exact number of units your investment will result in but you will per definition get the best possible price.

### 5. RISK OF DEALING IN VOLATILE MARKETS

#### 5.1. **Clients should be aware of the following risks associated with volatile markets, especially at or near the open or close of the standard trading session:**

- 5.1.1. Execution at a substantially different price from the quoted bid or offer or the last reported price at the time of order entry, as well as partial executions or execution of large orders in several transactions at different prices.
- 5.1.2. Delays in executing orders for financial instruments that Saxo Bank must send to external market makers and manually routed or manually executed orders.
- 5.1.3. Opening prices that may differ substantially from the previous days close.



- 5.1.4. Locked (the bid equals the offer) and crossed (the bid is higher than the offer) markets, halted markets, limit up (buys halted)/limit down (sales halted) which may prevent the execution of client orders.
- 5.1.5. Price volatility is one factor that can affect order execution. When there is a high volume of orders in the market, order imbalances and back logs can occur. This implies that more time is needed to execute the pending orders. Such delays are usually caused by the occurrence of different factors:
- a. the number and size of orders to be processed;
  - b. The speed at which current quotations (or last-sale information) are provide to Saxo Bank and;
  - c. The system capacity constraints applicable to the given exchange, as well as to Saxo Bank and other firms.
- 5.2. Saxo Bank is obligated to take necessary steps to keep an orderly market. Therefore Saxo Bank operates with "Compliance" order filters. Such Compliance order filters are also present at exchanges and other brokers that might be used by Saxo Bank to route the order to the designated market. The filters might result in orders with a large expected market impact to be paused or traded using an algorithm potentially causing slippage from the expected arrival price. Stop orders are also at Saxo Bank's discretion grouped into larger orders and then traded as an algorithm to prevent cascading market impact or large market impact in general. Saxo Bank cannot be held liable for price slippage caused by acting to keep an orderly market.

## 6. REGULAR REVIEW

- 6.1. Saxo Bank will review this Policy annually and whenever a material change occurs that affects Saxo Bank's ability to obtain the best possible result for the execution of client orders.
- 6.2. Saxo Bank regularly reviews the overall quality of its order executions and its order routing practices, including its order routing vendors and the available exchanges. Saxo Bank will amend this Policy on the basis of such reviews if it considers it to be necessary. Any new policy will be made available on Saxo Bank's websites and will be in force as from publication.

- 6.3. Saxo Bank will summarise and make public on an annual basis, for each class of financial instrument in Schedule 1 to this Policy, reports on the top five execution venues in terms of trading volumes for the preceding year and information on the quality of the execution obtained. Any new report will be made available on Saxo Bank's website.

## 7. ABOUT SAXO BANK'S CHARGES

- 7.1. Saxo Bank charges for its services. These may vary depending on factors such as the service it is providing to the client; the manner in which they are used; and the pricing plan that the client has agreed to. Details of Saxo Bank's charges are available on its website. Where it provides liquidity from its internal flow aggregation book, Saxo Bank will provide the client with a two way dealing price. In normal circumstances, the difference between the bid price (at which Saxo Bank is willing to buy) and the ask price (at which it is willing to sell) will constitute part of its charges for the service Saxo Bank provides. For the purpose of assessing whether it has achieved Best Execution, Saxo Bank will not take its standard charges that apply to a client's transactions irrespective of the venue at which they are executed into account. Saxo Bank will, however, take account of any charges levied by a third party or incorporated into its prices to reflect cost differentials of dealing at different execution venues.

## 8. INFORMATION HANDLING

- 8.1. Saxo Bank may have access to, use and provide counterparties with information on an anonymous and aggregated basis, including but not limited to, your orders, positions, trade and other data and analytics (collectively, "Anonymous and Aggregated Data"). This Anonymous and Aggregated Data may be used for market information, analytical tools, risk management strategies for market making and liquidity provision and other Saxo Bank products and services. The nature of any Anonymous and Aggregated Data provided to you may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to you.

## 9. DEALING ON QUOTES

- 9.1. When trading over the counter (OTC) derivatives with Saxo Bank, clients are trading on Saxo Bank's price. There are a number of factors that can be used to construct a derivative price, and these will vary depending on the asset class traded, the nature of the market and the characteristics and terms of the transaction and any special market or credit risks posed by it. Saxo Bank applies a standardised method of calculation for these types of derivatives to ensure that the price it is offering at any given time is always considered fair and the best price it can obtain on the client's behalf. In monitoring best execution for these types of instruments, Saxo Bank will monitor the calculation method to ensure that it is applied consistently at all times.
- 9.2. Saxo Bank will check the fairness of the price proposed to the client, by gathering market data used in the estimation of the price of such product and, where possible, by comparing with similar or comparable products.

## SCHEDULES

### SCHEDULE 1: FINANCIAL INSTRUMENTS

1. **Best Execution applies when Saxo Bank executes a transaction on behalf of a client in financial instruments and products as defined by the Rules including:**
  - a. Bonds
  - b. Cash Equities and Exchange Trade Products (ETF,ETC,ETN)
  - c. CFD Equities and CFD Exchange Traded Products (ETF,ETC,ETN)
  - d. CFD Indices
  - e. CFD Futures
  - f. CFD Options
  - g. Futures
  - h. Listed Options
  - i. Rolling Foreign Exchange Spot
  - j. Foreign Exchange Forward
  - k. Foreign Exchange Swaps
  - l. Foreign Exchange Options
  - m. Collective Investment Undertakings (Funds)
2. **Best Execution does not apply to:**
  - 2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
  - 2.2. With regards to transactions arising from the exercise of an option. Saxo Bank will treat an instruction to exercise an option as a specific instruction from the client to exercise his rights under the option contract and will not take account of the state of the underlying market at the time.

## 2: BONDS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of global Bonds.

### 2. **Order Types Available:**

- 2.1. Saxo Bank's online trading works with one order type: Fill or Kill (market) order. Where market pricing may be outside of the indicative bid/offer price due to a lack of liquidity orders may be routed to market as aggressive limit orders. This will provide some protection from negative slippage but may introduce the risk that the order will not be filled if the market moves sharply.
- 2.2. Saxo Bank's offline trading, for specific bonds, allows the client to place an OTC limit order. In this case Saxo Bank works the limit order manually on a best effort basis, versus Saxo Bank's liquidity and follows the rules for offline trading as described below.

### 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to bond trades with clients. In exceptional circumstances, for instance when working large orders in highly illiquid bonds Saxo Bank acts as agent.
- 3.2. **The ranking of execution factors for bonds is:**
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Order size and type;
  - e. Costs;
  - f. Speed;
  - g. Other factors.

### 4. **Saxo Bank's selected venue:**

- 4.1. Orders can be executed over the counter (OTC) against Saxo Bank Liquidity referred to as offline trading, or traded on the Saxo Bank platform STP to execution venues referred to as online trading.

**4.2. When executing client orders and hedging, Saxo Bank may source liquidity from:**

- a. Its own trading book;
- b. Other dealers in the market;
- c. Regulated Trading venues.

**4.3. Saxo Bank Offline Trading:**

4.3.1. Execution is done bilaterally with Saxo Bank with many orders still negotiated over the telephone. Due to the market structure, Bonds are still largely traded bilaterally using voice trading. Saxo Bank uses a Principal model, where clients can trade on prices offered by Saxo Bank, on request from the client.

**4.4. Saxo Bank Online Trading:**

4.4.1. Bonds traded via Saxo Bank's online bond offering are carefully selected based on sustainable liquidity, hence sufficient indicative prices and active dealers. Execution is carried out on the Request For Quote (RFQ) model of a Multilateral Trading Facility (MTF) allowing Saxo to access multiple liquidity providers. The Liquidity providers participating are prioritized based on historical data in order to obtain a fair price, within a given time frame.

4.4.2. Live indicative prices are displayed to the client before placing an order. These prices constitute the limit, if the client agrees to the prices a FOK order is placed in the market working for up to one minute. The order is routed to up to 100+ liquidity providers to compress spreads through multi-dealer competition and ensure the best possible execution for the client. More than 75% of the online orders are quoted by at least 3 counterparties before being executed.

**5. Price Formation:**

**5.1. Offline Trading:**

5.1.1. The market is characterised by indicative OTC prices. For bonds traded offline Saxo Bank splits all bonds into one of three baskets based on the relevant bond's liquidity;

- 5.1.2. For highly liquid bonds, Saxo Bank will offer a bid/offer price in line with prices shown in any attainable firm market (this includes public exchanges to which Saxo Bank has access, as well as OTC counterparts).
- 5.1.3. For bonds with lower liquidity, Saxo Bank will source a minimum of three separate indicative prices to gauge the best price based on the order size.
- 5.1.4. For highly illiquid bonds, Saxo Bank seeks to derive a mid-price based on all indicative pricing information available to it, and then quotes a bid/offer spread to the client factoring in a predefined additional spread.

## 5.2. **Online Trading:**

- 5.2.1. The (live indicative platform) price is derived from multiple prices, price sources, and price model calculations, to form a relevant average of the market. The aim of our pricing is to reflect the real market prices as close as possible, despite the indicative nature of the bond markets.
- 5.2.2. Saxo Bank will track the performance of our liquidity providers monthly comparing the prices we have received to relevant benchmark feed prices in order to continuously evaluate and ensure the quality of our online execution

## SCHEDULE 3: CASH EQUITIES AND EXCHANGE TRADED PRODUCTS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of cash equities and equity-like products, such as ETFs, ETCs and ETNs.
- 1.2. Not in Scope: Transactions arising from the exercise of an option

### 2. **Order Types available:**

#### 2.1. **Market Order**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill

a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

## 2.2. **Limit Order**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

## 2.3. **Immediate or Cancel (IOC)**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

## 2.4. **Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a "sleeping" market order until the stop price is reached or breached.



**2.5. Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

**2.6. Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

**2.7. Algorithmic Order:**

2.7.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as agent with respect to cash equity trades with clients. Saxo Bank has access to a number of Smart Order Routers that are able to check multiple different execution venues when trying to execute a cash equity order. Not only does this allow Saxo Bank to potentially access better prices, it also gives access to additional liquidity, meaning that there is a greater likelihood of obtaining an execution. The ranking of execution factors for cash equities is:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

#### 4. **Saxo Bank's selected venue:**

- 4.1. Saxo Bank acts as agent for cash equities. All orders in cash equities are executed on venue.
- 4.2. Saxo Bank facilitates as principle fractional share trading, which means Saxo Bank purchases the whole share and allocates the fraction to the clients account.

#### 5. **Price Formation:**

- 5.1. Client orders will be routed by smart order routers to the electronic order book of different venues. Prices are formed according to rules of the venue.

### SCHEDULE 4: CFD EQUITIES AND EXCHANGE TRADED PRODUCTS (ETF,ETC,ETN)

#### 1. **Products in Scope:**

- 1.1. Purchase and sale of contracts for differences based on individual shares, exchange traded funds (ETF), commodities(ETC) and notes (ETN).

#### 2. **Order Types Available:**

##### 2.1. **Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately.

2.1.2. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

## 2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

2.2.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions

## 2.3. **Stop Limit Order:**

2.3.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 2.4. **Algorithmic Order:**

2.4.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD equity trades with clients. CFD equity orders are handled in the same manner as cash equity orders because Saxo Bank will route its hedge trade against CFD equity orders directly to the market in the same way as it would route a client's cash equity trade. As a result the ranking of execution factors is the same:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

**4. Saxo Bank's selected venue:**

- 4.1. Saxo Bank hedges the CFDs that it enters into with clients using cash equities. Saxo Bank executes these hedges in the same way that it would execute a transaction for that client in the cash equity concerned.

**5. Price Formation:**

- 5.1. Prices are formed according to rules of the venue.

## SCHEDULE 5: CFD INDICES

**1. Products in Scope:**

- 1.1. CFD's based on stock indices.

**2. Order Types Available:****2.1. Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered.

**2.2. Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

### 2.3. **Immediate or Cancel (IOC)**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

### 2.4. **Stop Order**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” market order until the stop price is reached or breached.

### 2.5. **Trailing Stop Order**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

### 2.6. **Stop Limit Order**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk and manage investment strategies.

## 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD Index trades with clients. CFD Index prices are derived from the relevant underlying index price, taking into account the cost of carry. Saxo Bank calculates its own cost of carry that factors in future expectations of dividends and interest rates, and this can include both internal and external inputs.
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD indices the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

#### 4. **Saxo Bank Selected venue:**

- 4.1. All orders in CFD indices are executed against Saxo Bank's own liquidity.

#### 5. **Price Formation:**

- 5.1. CFD Index prices are Saxo Bank's proprietary prices, which are derived from the relevant underlying Market.

#### 6. **Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bids/ask spreads caused by, for instance, release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances is in the disfavour of the client.

## SCHEDULE 6: CFD FUTURES

1. **Products in Scope:**

1.1. CFD's based on Futures including, Commodities, FX, Indices and Bonds.

2. **Order Types Available:**2.1. **Market Order:**

2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money".

2.1.2. It is the clients' own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Some of Saxo Bank's third party execution brokers may choose to translate market orders on various markets into aggressive limit orders. This is often a result of exchange rules applied to protect clients from "bad fills". Saxo Bank cannot be held responsible for missing fills due to such translation performed by third party execution brokers.

2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

**2.3. Immediate or Cancel (IOC):**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

**2.4. Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” order until the stop price is reached or breached.

**2.5. Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

**2.6. Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

2.7. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk manage investment strategies.

**3. Relevant Execution Factors:**

3.1. Saxo Bank trades as principal to CFD Futures trades with clients. CFD Futures prices are Saxo Bank’s proprietary prices, which are derived from the relevant underlying instrument price, taking into account the cost of carry and liquidity which is calculated by Saxo Bank and includes both internal and external input. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring.



**3.2. For CFD Futures, the ranking of execution factors is:**

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other Factors.

**4. Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD Futures are executed against Saxo Bank's own liquidity.

**5. Price Formation:**

- 5.1. The price of CFD Futures is a proprietary price derived by Saxo Bank and will generally track that of the relevant underlying exchange traded market.

**6. Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bid/ask spreads caused by for instance release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances be in the disfavour of the client.

## SCHEDULE 7: CFD OPTIONS

**1. Products in Scope:**

- 1.1. Purchase and sale of CFDs based on listed options.

**2. Order Types Available:****2.1. Limit Order:**

- 2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD on Option trades with clients, at CFD prices that are derived from the underlying listed options .
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD on Options the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

**4. Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD on Options are executed against Saxo Bank's own liquidity.

**5. Price Formation:**

- 5.2. Prices are formed according to rules of the venue.

## SCHEDULE 8: FUTURES

**1. Products in Scope:**

- 1.1. Purchase and sale of Futures for speculative purposes.

**2. Not in Scope:**

- 2.1. Saxo Bank does not support physical delivery of the underlying security on expiry of any future. Therefore, Saxo Bank advises clients to take note of the expiry and first notice dates (FND) of any futures in which they have positions and ensure they are closed before the appropriate day, as described below.
- 2.2. If the FND is before the expiry date, positions need to be closed the day before the FND. If the expiry date is before the FND positions need to be closed no later than on the expiry date.

- 2.3. If futures positions are not closed before the relevant date, Saxo Bank will close the position on the client's behalf at the first available opportunity at the prevailing market rate. Any resulting costs, gains or losses will be passed on to the client.

### 3. **Order Types available:**

#### 3.1. **Market Order:**

- 3.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

#### 3.2. **Limit Order:**

- 3.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future.
- 3.2.2. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

#### 3.3. **Stop Order:**

- 3.3.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

### 3.4. **Stop Limit Order:**

3.4.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 4. **Trailing Stop Order**

4.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

## 5. **Algorithmic Order:**

5.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Bank Trader.

## 6. **Relevant Execution Factors**

6.1. Exchange traded futures are not fungible and are traded on a centrally regulated venue therefore the liquidity is on those venues. For futures, the ranking of the applicable execution factors is:

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other factors.

## 7. **Saxo Bank's selected venue:**

7.1. Saxo Bank offers Direct Market Access (DMA) to the Futures Exchanges.

**8. Price Formation:**

- 8.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

## SCHEDULE 9: LISTED OPTIONS

**1. Products in Scope:**

- 1.1. Purchase and sale of Exchange Traded Options for speculative and hedging purposes.

**2. Order types available:****2.1. Limit Order:**

- 2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.
- 2.1.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

**3. Relevant Execution Factors:**

- 3.1. Exchange traded options are traded on a centrally regulated venue therefore the concentration of the liquidity is on those venues. For listed options, the ranking of the applicable execution factor is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

#### 4. **Saxo Bank's Selected venue:**

- 4.1. Saxo Bank offers Direct Market Access (DMA) to the Exchange Traded Options.

#### 5. **Price Formation:**

- 5.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

### SCHEDULE 10: ROLLING FOREIGN EXCHANGE SPOT

#### 1. **Products in Scope:**

- 1.1. Purchase and sale of rolling foreign exchange spot contracts

#### 2. **Products not in Scope:**

- 2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
- 2.2. Transactions undertaken to roll forward the value date of a client position which do not result in a change to the client's FX market exposure.

#### 3. **Order Types Available:**

##### 3.1. ***Immediate or Cancel (IOC) Market Order***

- 3.1.1. An Immediate or Cancel (IOC) Market order is similar to a standard Market order (described below). It is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it within an appropriate timeframe.
- 3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market IOC order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.
- 3.1.3. Saxo Bank monitors the prices available to it at its selected external venues. If Saxo Bank believes it is able to execute a Market IOC order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution.

3.1.4. Clients should note that they cannot cancel IOC orders after submission.

### 3.2. **Market Order:**

3.2.1. A Market Order is a traditional 'at best' instruction to trade as much of the order as possible on the best available terms in the market. A Market Order will normally be filled immediately (or failing that, in a relatively short time). Saxo Bank will take all sufficient steps to identify the best terms immediately available for a transaction of that size and will transact on those terms. Financial institutions are required to execute Market orders as soon as reasonably possible without regard to price changes. Therefore, the order will be exposed to the risk of execution at a price which could be substantially different from the price when the order was entered.

3.2.2. A Market Order will be treated as good for the day. If Saxo Bank believes it is able to execute a Market Order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution. If the order cannot be filled in full immediately, Saxo Bank will continue to work the order until the end of the trading day, which is defined as 5 PM EST for most currencies. Select currencies have reduced trading hours. Please see specific times on our webpage.

### 3.3. **Immediate or Cancel (IOC) Limit Order**

3.3.1. A Limit IOC order is an order to trade at specified limit price or better. The order will be cancelled, if not filled in full.

3.3.2. When placing a Limit IOC order, a client may specify a tolerance. Tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance.

3.3.3. As with a Market IOC order, if Saxo Bank is unable to supply sufficient liquidity from its own book, it may route the order externally.

3.3.4. Clients should note that they cannot cancel IOC orders after submission.

### 3.4. **Limit Order:**

3.4.1. A limit order is an order to trade at a specified price or better. The following order durations are available:

- a. Day Order (DO): Valid until the close of trading on the day the order is placed (or on the subsequent business day for orders accepted during the weekend).
- b. Good Till Date (GTD): Valid until the close of trading on a date of the client's choice.
- c. Good Till Cancelled (GTC): Valid indefinitely unless or until specifically cancelled by the client. Where an order is attached to an open position, it will automatically be cancelled if the position is closed.

Any remaining amount that has not been executed at the specified limit price or better, will be cancelled when the duration has expired.

3.4.2. A Limit order to sell will be triggered when Saxo Bank's quoted bid, plus any client-specific Mark Up, reaches the specified price level.

3.4.3. A Limit order to buy will be triggered when Saxo Bank's quoted offer, minus any client-specific Mark Up, reaches the specified price level.

3.4.4. Saxo Bank will execute a triggered order immediately from its own liquidity, when possible. Otherwise the order will be routed to a third party to attempt execution. At any time when there is not enough liquidity available from Saxo Bank's own book, or externally, to fill the order in full, the remaining order amount will revert to a 'resting order'.

### 3.5. **Stop order:**

3.5.1. A Stop order is usually used to prevent further losses on an existing position, in cases where the market moves against it. A Stop order may also be used to open a position when the market moves through a chosen level. A Stop order may have durations similar to a Limit Order (see above).

3.5.2. A Stop order to sell will be triggered when Saxo Bank's quoted offer price reaches the specified price level. Once triggered, the order will be treated as a Market order.



- 3.5.3. A Stop order to buy will be triggered when Saxo Bank's quoted bid price reaches the specified price level. Once triggered, the order will be treated as a Market order.
- 3.5.4. Triggering on the opposite side of the market protects the client from the risk that their Stop order is triggered as a result of spreads widening without the market actually moving. Spreads widen around the release of economic statistics or at times of reduced liquidity, such as during a value date roll or during the close and opening of the market.
- 3.5.5. Clients should note, that this means a Stop order will typically be filled the current spread away from the client's stop level.
- 3.5.6. The trigger level for a Stop order can be specified to trail the market. When the market moves in the order's favor (up for a stop to sell, down for a stop to buy) the trigger level will move accordingly. How much the trigger level moves is dictated by the step, which is defined when the order is placed.
- 3.5.7. When a Stop order is triggered it will be executed at the first possible opportunity on the best terms available in the market.  
This means that the client is exposed to the risk of a worse fill in gapping or illiquid markets.

### 3.6. **Stop Limit Order:**

- 3.6.1. A Stop Limit order rests in the same way as a Stop order. However, once triggered, rather than execute at the next available price it converts to a Limit order at a pre-agreed Limit price. From that point on, the order is treated as a Limit order.
- 3.6.2. This type of order gives the client some protection from a fill much worse than the stop price in a gapping or illiquid market. However, that protection comes at a cost. In some circumstances the order may not be executed at all.
- 3.6.3. Trailing Stop Limit orders are not available.

**5. Relevant Execution Factors:**

- 5.1. For market orders and stop orders (which are converted to market orders), Saxo Bank will place the highest priority on total consideration (the combination of price and costs associated with dealing). See section 3.1 for additional details around Execution Factors.
- 5.2. For Limit orders, Saxo Bank will place the highest priority on execution at the client's specified price at the first possible opportunity. This means that Saxo Bank will prioritize speed and certainty of execution.

**6. Saxo Bank's selected venue**

- 6.1. For FX Spot, Saxo Bank trades as principal and reserves the right to aggregate risks and undertake consolidated hedging trades in the underlying market through its internal flow aggregation book. Where the client has given a specific instruction not to do so, Saxo Bank does not. This is described in section 4. 'Transactions Where Best Execution Has Limited Scope'.
- 6.2. Saxo Bank will normally provide liquidity from its internal flow aggregation book. Saxo Bank believes this provides the best outcome for clients because:
  - 6.2.1. Saxo Bank's internal flow aggregation model allows it to execute larger trade sizes in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients.
  - 6.2.2. The foreign exchange spot market is characterized by rapid price movements relative to the costs of dealing. Providing liquidity from its own book allows it to avoid the delays that could arise in routing orders to the underlying market.

**7. Price Formation:**

- 7.1. Saxo Bank constantly monitors the prices available to it in the wider market. Based on the observed liquidity and price formation in the market, Saxo Bank sets its own price at which it is willing to buy and sell from its flow aggregation book. To this price, its charges are added
- 7.2. Saxo Bank's capacity to provide liquidity in any given currency pair is subject to its internal exposure limits. If a particular order would cause it to breach those limits, Saxo Bank may suspend dealing on its price until it is able to reduce its exposure.

## 9. **Reload Period:**

Saxo Bank monitors the internal and/or external liquidity available in a given currency pair and handles orders that have the potential to have sizeable market impact with particular care and attention. The reload period accumulates the notional amount traded for a period of time after the last trade is executed in a given currency pair. During the reload period, Saxo Bank reduces the liquidity available in a given currency pair by the accumulated notional amount traded. This typically results in wider spreads as the price for a next order amount will be based not only on the size of that order alone, but also on the accumulated notional amount previously executed. If Saxo Bank believes it is able to execute an order immediately from its own liquidity it will do so, otherwise the order may be routed to a third party. After a period of time with no trading activity, the full liquidity available in a given currency pair will be reloaded. The reload period is client specific, meaning, that the trading activity of one client, does not affect the liquidity available in a given currency pair to another client.

## 10. **Saxo Bank's Charges:**

10.1. Saxo Bank's charges may include the following, some of which may be included in the net price at which the client trades:

### **10.1.1. Price Mark Up.**

Saxo Bank's final transaction price may be inclusive of Mark Up that may impact the execution of any order linked to or triggered at a specified price level. This Mark Up will not be included for best execution comparison purposes.

### **10.1.2. Spread.**

The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.

### **10.1.3. Commission.**

The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

### **10.1.4. Financing Adjustments.**

Where a client holds a position in a rolling spot contract open overnight, Saxo Bank will perform a tom-next rollover to reflect the financing implications of the position. This is based on the interest rates of the currencies in question. Generally, if the client is long the currency with the lower interest rate, this adjustment will be a cost to the client. If the client is long the currency with the higher interest rate, it may be in the clients favor. There is a charge element in the interest rates Saxo Bank uses to

calculate these financing adjustments.

#### 11. **Fixing Orders:**

11.1. From time to time Saxo Bank may execute a transaction at a rate calculated by a third-party based on trading during a specified time of day (commonly referred to as the “Fixing Window”) or at a price determined at a specified time (commonly referred to as a “Reference Time”). Risk management related to such transactions and other transactions conducted in the ordinary course of business may lead Saxo Bank to execute hedging transactions before, during or after the Fixing Window or Reference Time. Saxo Bank seeks to conduct such hedging activities consistent with all applicable legal and regulatory requirements. Those hedging activities, as well as unrelated transactions and other ordinary course of business activities executed by Saxo Bank prior to and during the Fixing Window or Reference Time, or at other times, may have an impact in some cases on the benchmark fixing or related markets.

#### 12. **Direct Markets Access:**

12.1. Clients may ask Saxo Bank to provide them with direct access to the market. Saxo Bank will treat this as a Specific Instruction from the client and will accordingly consider whether it is able to do this and on what terms.

12.2. Where Saxo Bank provides clients with direct market access, Saxo Bank will select one or more execution venues that it believes will provide the best outcomes for that client’s transactions. This may be a different selection of venues than it otherwise uses for execution of similar transactions or for its own hedging purposes. This may result in a different outcome for the client’s transactions.

#### 13. **Market Making and Risk Management:**

13.1. Market making and risk management activities, as well as the availability of liquidity, may impact the prices communicated to the client for a transaction. These activities may also trigger or prevent triggering of resting orders, barrier options, vanilla option exercise and similar terms. Saxo Bank retains discretion as to how to satisfy competing interests, with respect to order execution, fill quantity, aggregation, priority and pricing.

#### 14. **Last Look:**

14.1. Saxo Bank provides two types of liquidity; order driven liquidity for Rolling FX Spot and FX Forward, and quote driven liquidity for FX Options.

- 14.2. For order driven liquidity where Saxo Bank can route the order externally, a form of last look may be applied by other liquidity providers that may result in the order being filled completely or partially, or it may not fill at all.
- 14.3. The receipt of a trade request as well as any information associated with a trade request does not influence any pricing or hedging activity undertaken by Saxo Bank prior to the acceptance of the trade request. If a trade request is rejected, whether as a result of Last Look or otherwise, no information associated with the trade request is used to influence any pricing or hedging activity subsequently undertaken by Saxo Bank.

## SCHEDULE 11: FOREIGN EXCHANGE FORWARD OUTRIGHT

### 1. **Products in Scope:**

- 1.1. Purchase and sale of foreign exchange forward outright contracts.

### 2. **Products not in Scope:**

- 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another at a predetermined date in the future – including transactions undertaken to facilitate settlement of other transactions.

### 3. **Order Types Available:**

#### 3.1. ***Immediate or Cancel (IOC) Market Order***

- 3.1.1. See Foreign Exchange Spot for details.

#### 3.2. ***Immediate or Cancel (IOC) Limit Order***

- 3.2.1. See Foreign Exchange Spot for details.

### 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

### 5. **Saxo Bank's selected venues:**

- 5.1. Foreign exchange forward outright prices are based on the spot price for the relevant currency pair and a swap rate, that is calculated from the interest rate differential. When Saxo Bank executes an order for a client in relation to foreign exchange forward outrights, the spot component will be executed in the same way that Saxo Bank would execute a spot order for that client.

- 5.2. For the swap element, Saxo Bank provides liquidity from its internal flow aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs, than would be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

## 6. **Price Formation:**

- 6.1. The spot component of a foreign exchange forward outright is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client.
- 6.2. The forward swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant forward value date.
- 6.3. Saxo Bank's interest rates are implied from forward swap rates available to Saxo Bank from its hedging counterparties.

## 7. **Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.
- 7.2. Saxo Bank adds a spread to the swap component. The addition varies depending upon the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

## 8. **Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

- 9.1. See Foreign Exchange Spot for details.

# SCHEDULE 12: FOREIGN EXCHANGE SWAPS

## 1. **Products in Scope:**

- 1.1. Purchase and sale of foreign exchange swap contracts.

## 2. **Products not in Scope:**

- 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another with delivery on one date, together with an exchange in the opposite direction at a later date – including transactions undertaken to facilitate settlement of other transactions.

### 3. **Order Types Available:**

#### 3.1. ***Fill or Kill (FOK) Market Order***

3.1.1. A Fill or Kill (FOK) Market order is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it in full immediately.

3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market FOK order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.

3.1.3. Clients should note that they cannot cancel FOK orders after submission.

#### 3.2. ***Fill or Kill (FOK) Limit Order***

3.2.1. A Limit FOK order is an order to trade at a defined price, if it is available subject to a defined tolerance (see below).

3.2.2. When Saxo Bank receives a Limit FOK order, it will treat it in a similar way to a Market FOK order (see above) except that it will only fill the order at the client's specified limit price, or better. If this is not immediately possible, then the order will be cancelled.

3.2.3. When placing a Limit FOK order, a client may specify a tolerance. The tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance. If a better price is available, Saxo Bank will give the client the full benefit of the available improvement by filling the client order at the better price.

3.2.4. Clients should note that they cannot cancel FOK orders after submission.

### 4. **Relevant Execution Factors:**

4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

### 5. **Saxo Bank's Selected Venue(s):**

5.1. Foreign exchange swap prices are based on the spot price for the relevant currency pair and a swap price.

5.2. For the swap element, Saxo Bank provides liquidity from its internal flow

aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs, than would be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

## 6. **Price Formation:**

- 6.1. The spot component of a foreign exchange swap contract is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client. The spot component will be the same value for both legs of a swap transaction.
- 6.2. The swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant value dates.

## 7. **Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.
- 7.2. Saxo Bank adds a spread to the swap component. The addition varies depending upon the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

## 8. **Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

- 9.1. See Foreign Exchange Spot for details.

# SCHEDULE 13: FOREIGN EXCHANGE OPTIONS

## 1. **Products in Scope:**

- 1.1. Foreign Exchange Vanilla, Barrier and Binary Touch Options.

## 2. **Products not in Scope:**

- 2.1. All Foreign Exchange options are in scope.

## 3. **Order Types Available:**

- 3.1. Dealing on Quotes
  - 3.1.1. Saxo Bank will provide prices for foreign exchange options to clients on request. These prices will be calculated to meet its obligation to provide



the client with the best possible outcome on the client's transaction in terms of total consideration.

- 3.1.2. If a client wishes to trade, the client may elect to do so at the price Saxo Bank has quoted. Acceptance of the trade is subject to filters based on time elapsed and/or price movements in the underlying market.

#### 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing. Saxo Bank will also prioritize speed and certainty of execution and the ability to trade in retail sizes.
- 4.2. The underlying market for foreign exchange currency options is the 'inter-bank market'. Transactions undertaken in this market are normally of a wholesale size. It is not normally practical to undertake individual smaller transactions.

#### 5. **Saxo Bank's Selected Venue(s):**

- 5.1. Foreign exchange option prices are based on a number of factors, the most significant of which are the spot price of the underlying and the 'implied volatility' of the relevant currency pair.
- 5.2. For the implied volatility Saxo Bank trades as principal through liquidity provided from its internal flow aggregation book. This allows it to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs associated with dealing, than would be available for the smaller trade sizes. Saxo Bank is able to pass on this benefit to its clients.

#### 6. **Price Formation:**

- 6.1. Saxo Bank uses the Black Scholes pricing model to price options from its own liquidity. This model generates a single mid-market price based on spot prices, interest rates and 'implied volatilities' for the currencies concerned.
- 6.2. Saxo Bank constantly reviews its prices against the inter-bank market to ensure that its mid prices are within the best bid and offer prices in the market.
- 6.3. Saxo Bank's premium for any given option is derived from three factors which it internally treats as separate markets. Saxo Bank's net spread for an option trade is derived from the spread it quotes on each component. The net spread on any particular option transaction will be disclosed before the client trades.

Spreads will normally be wider for longer dated options than for shorter dated ones; and wider for closer to the money options than for deeper in or out of the money ones.

## 7. **Saxo Bank's Charges:**

7.1. Saxo Bank's charges may include the following, some of which may be included in the net price at which the client trades:

### 7.1.1. **Spread.**

The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.

### 7.1.2. **Commission.**

The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

## 8. **Market Making and Risk Management:**

8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

9.1. Saxo Bank provides two types of liquidity; order driven liquidity for Rolling FX Spot and FX Forward, and quote driven liquidity for FX Options.

9.2. Quote driven liquidity gives Saxo Bank the ability to see the order and choose to fill or reject the order, before execution. Saxo Bank employs a symmetric price check to determine if trade requests are made at prices that are within Saxo Bank's price tolerance for execution. This control will be applied immediately upon receipt of a trade request. In each case, the current price is compared to the trade request price. If the current price has not moved in either direction from the trade request price by more than a defined tolerance, and other pre-trade controls are passed, Saxo Bank will accept the trade request. If the current price differs from the trade request price by more than a defined tolerance, Saxo Bank will reject the trade request. The primary purpose of last look is to protect against trading on prices that do not reflect the current market, and against certain trading behavior.

## BONDS

### Online Venues and Liquidity Providers

Tradeweb MTF - RFQ Model (see some member liquidity providers below)

ABN AMRO	Credit Suisse	Millennium Europe	Santander
ANZ Banking Group	Daiwa Capital Markets	Mitsubishi	Societe Generale
Banca IMI	Deutsche Bank	Morgan Stanley	Standard Chartered Bank
Bank of America/ Merrill Lynch	DZ Bank	MPS Capital	Toronto Dominion Bank
Barclays Bank	Goldman Sachs	Natixis	UBS
BBVA	HSBC Bank	Nomura	Unicredit
BNP Paribas	ING Bank	Oddo	Wells Fargo
Citigroup	Jeffries International	Rabobank	
Commerzbank	JP Morgan	Royal Bank of Canada	
Credit Agricole	Lloyds Bank	Royal Bank of Scotland	

### DMA to Regulated Markets

Euronext	NASDAQ OMX Copenhagen		
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### Offline - Hedging Liquidity Providers

\*in addition to all above mentioned liquidity providers

Arctic Securities	Jyske Bank	NIBC Markets	Tradition
Danske Bank	Market Axess	Pershing	VTB Capital
DNB Bank	Nedbank	SEB Bank	Zurich Cantonal bank

## Cash Equities and Exchange Traded Products (ETF,ETN,ETC)

### Venues to which Saxo Bank has access via Executing Brokers

AMERICAS	EUROPE	ASIA-PACIFIC
American Stock Exchange	Athens Stock Exchange	ASX - Center Point
NASDAQ	Bolsa de Madrid	Australian Stock Exchange
New York Stock Exchange	Borsa Italiana	Hong Kong Exchanges and Clearing
Toronto Stock Exchange	Budapest Stock Exchange	Singapore Exchange
New York Stock Exchange Arca	Deutsche Börse, Xetra	Tokyo Stock Exchange
OTC Bulletin Board	Euronext Amsterdam	Chi-X Australia
AQUA	Euronext Brussels	Chi-X Japan
BAML Instinct X (MLXN)	Euronext Lisbon	SBI Japannext
Barclays LX	Euronext Paris	ASX Centre Point
BIDS Trading	Irish Stock Exchange	BNP BIX
BNY Millennium	Johannesburg Stock Exchange	BofAML MLXN
CITI CROSS	London Stock Exchange	Citibank
CS CrossFinder	Nasdaq OMX Copenhagen	CLSA Dark Pool
CS Light Pool	Nasdaq OMX Helsinki	Commonwealth Bank of Australia
DB SuperX ATS	Nasdaq OMX Stockholm	Credit Suisse Cross Finder
Fidelity Cross-Stream	Oslo Bors	Deutsche Bank SuperX
GS Sigma X	Prague Stock Exchange	GS Sigma-X
Instinet CBX	Swiss Exchange	Instinet BLX Australia
Instinet Crossing	Warsaw Stock Exchange	Instinet CBX Hong Kong
ITG POSIT	Wiener Börse	Instinet Hong Kong VWAP Cross
JP Morgan Cross	Aquis Exchange	Instinet Nighthawk VWAP
KCG MatchIt	BXE Lit (Bats Europe)	ITG Posit
LevelL ATS	CXE Lit (Bats Europe)	JP Morgan JPMX

AMERICAS	EUROPE	ASIA-PACIFIC
Morgan Stanley MSPool	Equiduct	Macquarie XEN
CODA Markets	Turquoise	Morgan Stanley MSPool
SSGM/Pulse BlockCross	BXE Dark (Bats Europe)	Nomura NX
UBS ATS	CXE Dark (Bats Europe)	Nomura NX Pro
Aequitas Lit Book	CitiMatch	TORA Crosspoint
Aequitas NEO Book	CS CrossFinder	
Canadian Securities Exchange (CSE)	Deutsche Bank SuperX	
Nasdaq CX2	GS Sigma X MTF	
Nasdaq CXC	Instinet BlockMatch	
Omega - Lynx ATS	ITG Posit	
Omega ATS	Liquidnet Europe	
TSX Alpha Exchange	Nordic@Mid	
TSX Venture	SmartPool	
Instinet Canada Cross (ICX)	Swiss At Mid	
Liquidnet Canada	Turquoise Plato	
Match Now	UBS MTF	
IEX	Xetra MidPoint	
SIGMA X2	JPM - X	
	MS Pool	
	Chi-X Dark	
	Turquoise Plato BDS	
	Bats Lis	
	Chi-X	
	Bats	
	Bats Periodic Auction Order Book (auction)	
	Liquidnet H2O	
	NASDAQ Auction on Demand (auction)	
	Turquoise Dark Continuous	
	Turquoise Dark Periodic (conditional)	

## FUTURES

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EEX	OSAKA
CME	EUREX	HKEK
CBOT	EURONEXT	TSE
CBOE	OMX NORDIC	SFE
MONTREAL	MEFF	
ICE-US	IDEM	

## OPTIONS

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EUREX	OSAKA
CME	EURONEXT	HKEX
CBOT	MEFF	ASK
CBOE	IDEM	
ICE-US	OSLO BORS	
OCC	OMX	

## FOREIGN EXCHANGE

### Rolling FX Spot

#### Saxo Bank's Prime Brokers

Citibank	Deutsche Bank AG	NatWest Markets PLC	
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#### Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Credit Suisse International	Lloyds bank PLC	Standard Chartered Bank
Bank of Montreal	Danske Bank A/S	Macquarie Bank Limited	State Street Bank and Trust Company
Barclays Bank Plc	DBS Bank Ltd	Merrill Lynch International	The Bank of Tokyo-Mitsubishi UFJ Ltd.
Bayerische Hypo- und Vereinsbank AG	Deutsche Bank AG, London Branch	Morgan Stanley & Co. International plc	The Toronto-Dominion Bank
BNP Paribas	Goldman Sachs International	National Australia Bank Limited	UBS AG
Citadel	HSBC Bank Plc	Natixis	Virtu
Citibank, National Association	ING Bank N.V.	Natwest Markets Plc	Westpac Banking Corporation
Citigroup Global Markets Limited	Jefferies Financial Services, Inc.	Nomura International Plc	XTX Markets
Commerzbank AG	JP Morgan Securities PLC	Royal Bank of Canada	
Commonwealth Bank of Australia	JPMorgan Chase Bank, National Association	Skandinaviska Enskilda Banken AB	
Credit Suisse AG, London Branch	Jyske Bank A/S	Societe Generale	

### Venues to which Saxo Bank has access via Prime Brokers

#### Primary inter-bank execution venues

EBS	Reuters		
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#### Secondary inter-bank execution venues

Currenex	Fastmatch	Hotspot	Spotex
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**FX FORWARD OUTRIGHTS AND SWAPS**

Saxo Bank's Prime Brokers

Citibank	Deutsche Bank AG	Natwest Markets Plc	
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## Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Danske Bank A/S	Macquarie Bank Limited	State Street Bank and Trust Company
Bank of Montreal	DBS Bank Ltd	Merrill Lynch International	The Bank of Tokyo-Mitsubishi UFJ Ltd.
Barclays Bank Plc	Deutsche Bank AG, London Branch	Morgan Stanley & Co. International plc	The Toronto-Dominion Bank
Bayerische Hypo- und Vereinsbank AG	Goldman Sachs International	National Australia Bank Limited	UBS AG
BNP Paribas	HSBC Bank Plc	Natixis	Westpac Banking Corporation
Citibank, National Association	ING Bank N.V.	Natwest Markets Plc	
Citigroup Global Markets Limited	Jefferies Financial Services, Inc.	Nomura International Plc	
Commerzbank AG	JP Morgan Securities PLC	Royal Bank of Canada	
Commonwealth Bank of Australia	JPMorgan Chase Bank, National Association	Skandinaviska Enskilda Banken AB	
Credit Suisse AG, London Branch	Jyske Bank A/S	Societe Generale	
Credit Suisse International	Lloyds bank PLC	Standard Chartered Bank	

## FX OPTIONS

## Saxo Bank's Prime Brokers

	Deutsche Bank AG	Natwest Markets Plc	
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## Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Credit Suisse International	JPMorgan Chase Bank, National Association	Nomura International Plc
Bank of Montreal	Danske Bank A/S	Jyske Bank A/S	Royal Bank of Canada
Barclays Bank Plc	DBS Bank Ltd	Lloyds bank PLC	Skandinaviska Enskilda Banken AB
Bayerische Hypo- und Vereinsbank AG	Deutsche Bank AG, London Branch	Macquarie Bank Limited	Societe Generale
BNP Paribas	Goldman Sachs International	Morgan Stanley & Co. International plc	Standard Chartered Bank
Citigroup Global Markets Limited	HSBC Bank Plc	National Australia Bank Limited	The Toronto-Dominion Bank

## SAXO BANK A/S ORDER EXECUTION POLICY

Commerzbank AG	ING Bank N.V.	Natixis	UBS AG
Commonwealth Bank of Australia	JP Morgan Securities PLC	Natwest Markets Plc	Westpac Banking Corporation
Australia and New Zealand Banking Group Limited	Credit Suisse International	JPMorgan Chase Bank, National Association	Nomura International Plc
Bank of Montreal	Danske Bank A/S	Jyske Bank A/S	Royal Bank of Canada
Barclays Bank Plc	DBS Bank Ltd	Lloyds bank PLC	Skandinaviska Enskilda Banken AB

### Brokers to which Saxo Bank has access via Prime Brokers

BGC	GFI	TP ICAP	Tradition
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# SAXO BANK A/S

## ORDER EXECUTION POLICY



## 1. INTRODUCTION

- 1.1. This Order Execution Policy (the “Policy”) is issued pursuant to, and in compliance with, Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID II) and the Danish legislation implementing MiFID II (the “Rules”) that applies to Saxo Bank A/S (“Saxo Bank”).
- 1.2. This order execution policy (the “Policy”) provides an overview of how Saxo Bank executes orders on behalf of clients, the factors that can affect the timing of execution and the way in which market volatility plays a part in handling orders when buying or selling a financial instrument.
- 1.3. This Policy applies to Saxo Bank’s execution of orders on behalf of retail clients and professional clients according to the Rules, as defined above.

## 2. SCOPE

### 2.1. **Our Commitment**

2.1.1. When dealing with clients, Saxo Bank has a general duty to act honestly, fairly, professionally and in the best interest of the client. In relation to order execution, Saxo Bank is required to take all sufficient steps to obtain the best possible result when executing client orders or when placing orders with, or transmitting orders to, other entities to execute.

### 2.2. **Your Agreement to this policy**

2.2.1. This Policy has been provided to help clients understand how Saxo Bank executes client orders so that they can make an informed choice on whether to use Saxo Bank’s services. You should ensure that you have read and understand its contents.

2.2.2. Upon acceptance of a client order and when there is no specific client instruction regarding the execution method, Saxo Bank will execute an order in accordance with this Policy.

- 2.3. If you proceed to place an order with us, we will take that as your consent to Saxo Bank executing that order in accordance with this Policy.
- 2.4. Best Execution is the process by which Saxo Bank seeks to obtain the best possible result when executing client orders. The definition of best possible result will vary as Saxo Bank must take into account a range of execution factors and determine their relative importance based on the characteristics of its clients, the orders that it receives and the markets in which it operates. These factors are further described in this Policy.

### 3. BEST EXECUTION OBLIGATION

#### 3.1. Execution Factors

3.1.1. Saxo Bank has considered a number of criteria that might be important to clients.

These are called the Execution Factors:

- a. Price - the market price at which the order is executed.
- b. Costs - any additional charges that may be incurred in executing the order in a particular way over and above Saxo Bank's normal charges.
- c. Speed of Execution – this can be particularly important in fast moving markets.
- d. Likelihood of Execution and Settlement – the best price is of little use if Saxo Bank cannot execute at it or if the transaction fails to complete.
- e. Size, nature and any other considerations of the transaction – the way that Saxo Bank executes an unusual order (for example, one that is larger than the normal market size or has unusual features such as an extended or shortened settlement period) may differ from the way it executes a standard order.
- f. Market Impact – the effect that executing a client's order, or showing it to other market participants, might have upon the market.
- g. Other factors relevant to particular order types – as applicable.

### 3.2. **Total Consideration**

3.2.1. When Saxo Bank executes orders on behalf of clients, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total Consideration is the price of the financial instrument and the costs related to execution, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When assessing whether Best Execution has been achieved, Saxo Bank does not take account of its standard charges that will be paid by the client irrespective of how the order is executed.

### 3.3. **Execution Criteria**

3.3.1. The relative importance that Saxo Bank attaches to the Execution Factors in any particular case may be affected by the circumstances of the order. These are called the Execution Criteria, they consist of:

- a. Client Characteristics – professional customers may have different needs to retail customers.
- b. Transaction Characteristics – such as the potential for it to have an impact on the market.
- c. Financial Instrument Characteristics – such as liquidity and whether there is a recognised centralised market.
- d. Venue Characteristics – particular features of the liquidity sources available to Saxo Bank.
- e. Other relevant circumstances – as applicable.

### 3.4. **Execution Venues**

3.4.1. Based on its assessment of the Execution Factors and the Execution Criteria, Saxo Bank will select one or more venue(s) for the execution of the clients order. Venues used might include:

- a. Regulated Markets (RM)
- b. Multilateral Trading Facilities (MTF)
- c. Systematic Internalisers (SI)
- d. Liquidity provided from Saxo Bank's own internal flow aggregation book and other Liquidity Providers.

- 3.4.2. Saxo Bank will take reasonable care not to discriminate between execution venues other than on the basis of the Execution Factors relevant to the order concerned.
- 3.4.3. For certain asset classes, where Saxo Bank executes orders against liquidity provided by its own internal flow aggregation book, Saxo Bank will aggregate the risk from client transactions with risks arising on other clients orders and will undertake hedging activities at other dealing venues in the manner that it considers to be most efficient. The prices that Saxo Bank makes available to clients under this model will be based upon the prices available to it from its selected hedging venues.
- 3.4.4. Saxo Bank is a member of NASDAQ Copenhagen A/S and Chicago Mercantile Exchange ("CME") and additionally uses a number of external financial institutions and brokers in the process of receiving and relaying orders or to directly execute listed financial instruments which are not listed on NASDAQ Copenhagen A/S and CME.
- 3.4.5. Saxo Bank has access to a number of exchanges and other execution venues through its order routing Brokers. A list of the main execution venues including brokers used by Saxo Bank is available on [www.home.saxo](http://www.home.saxo) and as an Appendix to this Policy.

## 4. TRANSACTIONS WHERE BEST EXECUTION HAS LIMITED SCOPE

### 4.1. **Specific Instructions**

- 4.1.1. Clients may ask Saxo Bank to execute their orders in accordance with specific instructions – either generally or on a case by case basis. To the extent that Saxo Bank is able to accommodate such requests, it will do so. However:
- a. Where the specific instructions will result in higher costs, Saxo Bank may reflect those additional costs in its charges to the client. In this case, Saxo Bank will notify the client of its revised charges before accepting the order(s).

- b. Where the specific instructions conflict with its normal processes, Saxo Bank will give the specific instructions precedence. This may result in a different outcome for the transaction.
- c. Where there is no conflict, Saxo Bank will continue to follow this execution Policy.

#### 4.2. **Event of Client Default or other liquidation event**

4.2.1. In an Event of Client Default, (e.g. insufficient margin), or other liquidation event (e.g. Account Value Shield Trigger), Saxo Bank shall seek to immediately terminate, cancel and close-out all or part of any outstanding positions. Saxo Bank retains discretion as to how to handle the close-out, including with respect to order execution, fill quantity, aggregation, priority and pricing.

#### 4.3. **Funds**

4.3.1 Funds are priced based on the value of their underlying Assets. Most funds will calculate and publish a price every working day referred to as the NAV (Net Asset value). There is no continuous pricing of fund units throughout the trading day but trades are executed at the next available NAV. This means that you will not know the exact number of units your investment will result in but you will per definition get the best possible price.

### 5. RISK OF DEALING IN VOLATILE MARKETS

#### 5.1. **Clients should be aware of the following risks associated with volatile markets, especially at or near the open or close of the standard trading session:**

- 5.1.1. Execution at a substantially different price from the quoted bid or offer or the last reported price at the time of order entry, as well as partial executions or execution of large orders in several transactions at different prices.
- 5.1.2. Delays in executing orders for financial instruments that Saxo Bank must send to external market makers and manually routed or manually executed orders.
- 5.1.3. Opening prices that may differ substantially from the previous days close.



- 5.1.4. Locked (the bid equals the offer) and crossed (the bid is higher than the offer) markets, halted markets, limit up (buys halted)/limit down (sales halted) which may prevent the execution of client orders.
- 5.1.5. Price volatility is one factor that can affect order execution. When there is a high volume of orders in the market, order imbalances and back logs can occur. This implies that more time is needed to execute the pending orders. Such delays are usually caused by the occurrence of different factors:
- a. the number and size of orders to be processed;
  - b. The speed at which current quotations (or last-sale information) are provide to Saxo Bank and;
  - c. The system capacity constraints applicable to the given exchange, as well as to Saxo Bank and other firms.
- 5.2. Saxo Bank is obligated to take necessary steps to keep an orderly market. Therefore Saxo Bank operates with "Compliance" order filters. Such Compliance order filters are also present at exchanges and other brokers that might be used by Saxo Bank to route the order to the designated market. The filters might result in orders with a large expected market impact to be paused or traded using an algorithm potentially causing slippage from the expected arrival price. Stop orders are also at Saxo Bank's discretion grouped into larger orders and then traded as an algorithm to prevent cascading market impact or large market impact in general. Saxo Bank cannot be held liable for price slippage caused by acting to keep an orderly market.

## 6. REGULAR REVIEW

- 6.1. Saxo Bank will review this Policy annually and whenever a material change occurs that affects Saxo Bank's ability to obtain the best possible result for the execution of client orders.
- 6.2. Saxo Bank regularly reviews the overall quality of its order executions and its order routing practices, including its order routing vendors and the available exchanges. Saxo Bank will amend this Policy on the basis of such reviews if it considers it to be necessary. Any new policy will be made available on Saxo Bank's websites and will be in force as from publication.

- 6.3. Saxo Bank will summarise and make public on an annual basis, for each class of financial instrument in Schedule 1 to this Policy, reports on the top five execution venues in terms of trading volumes for the preceding year and information on the quality of the execution obtained. Any new report will be made available on Saxo Bank's website.

## 7. ABOUT SAXO BANK'S CHARGES

- 7.1. Saxo Bank charges for its services. These may vary depending on factors such as the service it is providing to the client; the manner in which they are used; and the pricing plan that the client has agreed to. Details of Saxo Bank's charges are available on its website. Where it provides liquidity from its internal flow aggregation book, Saxo Bank will provide the client with a two way dealing price. In normal circumstances, the difference between the bid price (at which Saxo Bank is willing to buy) and the ask price (at which it is willing to sell) will constitute part of its charges for the service Saxo Bank provides. For the purpose of assessing whether it has achieved Best Execution, Saxo Bank will not take its standard charges that apply to a client's transactions irrespective of the venue at which they are executed into account. Saxo Bank will, however, take account of any charges levied by a third party or incorporated into its prices to reflect cost differentials of dealing at different execution venues.

## 8. INFORMATION HANDLING

- 8.1. Saxo Bank may have access to, use and provide counterparties with information on an anonymous and aggregated basis, including but not limited to, your orders, positions, trade and other data and analytics (collectively, "Anonymous and Aggregated Data"). This Anonymous and Aggregated Data may be used for market information, analytical tools, risk management strategies for market making and liquidity provision and other Saxo Bank products and services. The nature of any Anonymous and Aggregated Data provided to you may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to you.

## 9. DEALING ON QUOTES

- 9.1. When trading over the counter (OTC) derivatives with Saxo Bank, clients are trading on Saxo Bank's price. There are a number of factors that can be used to construct a derivative price, and these will vary depending on the asset class traded, the nature of the market and the characteristics and terms of the transaction and any special market or credit risks posed by it. Saxo Bank applies a standardised method of calculation for these types of derivatives to ensure that the price it is offering at any given time is always considered fair and the best price it can obtain on the client's behalf. In monitoring best execution for these types of instruments, Saxo Bank will monitor the calculation method to ensure that it is applied consistently at all times.
- 9.2. Saxo Bank will check the fairness of the price proposed to the client, by gathering market data used in the estimation of the price of such product and, where possible, by comparing with similar or comparable products.

## SCHEDULES

### SCHEDULE 1: FINANCIAL INSTRUMENTS

1. **Best Execution applies when Saxo Bank executes a transaction on behalf of a client in financial instruments and products as defined by the Rules including:**
  - a. Bonds
  - b. Cash Equities and Exchange Trade Products (ETF,ETC,ETN)
  - c. CFD Equities and CFD Exchange Traded Products (ETF,ETC,ETN)
  - d. CFD Indices
  - e. CFD Futures
  - f. CFD Options
  - g. Futures
  - h. Listed Options
  - i. Rolling Foreign Exchange Spot
  - j. Foreign Exchange Forward
  - k. Foreign Exchange Swaps
  - l. Foreign Exchange Options
  - m. Collective Investment Undertakings (Funds)
2. **Best Execution does not apply to:**
  - 2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
  - 2.2. With regards to transactions arising from the exercise of an option. Saxo Bank will treat an instruction to exercise an option as a specific instruction from the client to exercise his rights under the option contract and will not take account of the state of the underlying market at the time.

## 2: BONDS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of global Bonds.

### 2. **Order Types Available:**

- 2.1. Saxo Bank's online trading works with one order type: Fill or Kill (market) order. Where market pricing may be outside of the indicative bid/offer price due to a lack of liquidity orders may be routed to market as aggressive limit orders. This will provide some protection from negative slippage but may introduce the risk that the order will not be filled if the market moves sharply.
- 2.2. Saxo Bank's offline trading, for specific bonds, allows the client to place an OTC limit order. In this case Saxo Bank works the limit order manually on a best effort basis, versus Saxo Bank's liquidity and follows the rules for offline trading as described below.

### 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to bond trades with clients. In exceptional circumstances, for instance when working large orders in highly illiquid bonds Saxo Bank acts as agent.
- 3.2. **The ranking of execution factors for bonds is:**
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Order size and type;
  - e. Costs;
  - f. Speed;
  - g. Other factors.

### 4. **Saxo Bank's selected venue:**

- 4.1. Orders can be executed over the counter (OTC) against Saxo Bank Liquidity referred to as offline trading, or traded on the Saxo Bank platform STP to execution venues referred to as online trading.

**4.2. When executing client orders and hedging, Saxo Bank may source liquidity from:**

- a. Its own trading book;
- b. Other dealers in the market;
- c. Regulated Trading venues.

**4.3. Saxo Bank Offline Trading:**

4.3.1. Execution is done bilaterally with Saxo Bank with many orders still negotiated over the telephone. Due to the market structure, Bonds are still largely traded bilaterally using voice trading. Saxo Bank uses a Principal model, where clients can trade on prices offered by Saxo Bank, on request from the client.

**4.4. Saxo Bank Online Trading:**

4.4.1. Bonds traded via Saxo Bank's online bond offering are carefully selected based on sustainable liquidity, hence sufficient indicative prices and active dealers. Execution is carried out on the Request For Quote (RFQ) model of a Multilateral Trading Facility (MTF) allowing Saxo to access multiple liquidity providers. The Liquidity providers participating are prioritized based on historical data in order to obtain a fair price, within a given time frame.

4.4.2. Live indicative prices are displayed to the client before placing an order. These prices constitute the limit, if the client agrees to the prices a FOK order is placed in the market working for up to one minute. The order is routed to up to 100+ liquidity providers to compress spreads through multi-dealer competition and ensure the best possible execution for the client. More than 75% of the online orders are quoted by at least 3 counterparties before being executed.

**5. Price Formation:**

**5.1. Offline Trading:**

5.1.1. The market is characterised by indicative OTC prices. For bonds traded offline Saxo Bank splits all bonds into one of three baskets based on the relevant bond's liquidity;

- 5.1.2. For highly liquid bonds, Saxo Bank will offer a bid/offer price in line with prices shown in any attainable firm market (this includes public exchanges to which Saxo Bank has access, as well as OTC counterparts).
- 5.1.3. For bonds with lower liquidity, Saxo Bank will source a minimum of three separate indicative prices to gauge the best price based on the order size.
- 5.1.4. For highly illiquid bonds, Saxo Bank seeks to derive a mid-price based on all indicative pricing information available to it, and then quotes a bid/offer spread to the client factoring in a predefined additional spread.

## 5.2. **Online Trading:**

- 5.2.1. The (live indicative platform) price is derived from multiple prices, price sources, and price model calculations, to form a relevant average of the market. The aim of our pricing is to reflect the real market prices as close as possible, despite the indicative nature of the bond markets.
- 5.2.2. Saxo Bank will track the performance of our liquidity providers monthly comparing the prices we have received to relevant benchmark feed prices in order to continuously evaluate and ensure the quality of our online execution

## SCHEDULE 3: CASH EQUITIES AND EXCHANGE TRADED PRODUCTS

### 1. **Products in Scope:**

- 1.1. Purchase and sale of cash equities and equity-like products, such as ETFs, ETCs and ETNs.
- 1.2. Not in Scope: Transactions arising from the exercise of an option

### 2. **Order Types available:**

#### 2.1. **Market Order**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill

a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

## 2.2. **Limit Order**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

## 2.3. **Immediate or Cancel (IOC)**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

## 2.4. **Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a "sleeping" market order until the stop price is reached or breached.



**2.5. Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

**2.6. Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

**2.7. Algorithmic Order:**

2.7.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as agent with respect to cash equity trades with clients. Saxo Bank has access to a number of Smart Order Routers that are able to check multiple different execution venues when trying to execute a cash equity order. Not only does this allow Saxo Bank to potentially access better prices, it also gives access to additional liquidity, meaning that there is a greater likelihood of obtaining an execution. The ranking of execution factors for cash equities is:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

#### 4. **Saxo Bank's selected venue:**

- 4.1. Saxo Bank acts as agent for cash equities. All orders in cash equities are executed on venue.
- 4.2. Saxo Bank facilitates as principle fractional share trading, which means Saxo Bank purchases the whole share and allocates the fraction to the clients account.

#### 5. **Price Formation:**

- 5.1. Client orders will be routed by smart order routers to the electronic order book of different venues. Prices are formed according to rules of the venue.

### SCHEDULE 4: CFD EQUITIES AND EXCHANGE TRADED PRODUCTS (ETF,ETC,ETN)

#### 1. **Products in Scope:**

- 1.1. Purchase and sale of contracts for differences based on individual shares, exchange traded funds (ETF), commodities(ETC) and notes (ETN).

#### 2. **Order Types Available:**

##### 2.1. **Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money". It is the client's own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately.

2.1.2. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

## 2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

2.2.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions

## 2.3. **Stop Limit Order:**

2.3.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 2.4. **Algorithmic Order:**

2.4.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Trader.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD equity trades with clients. CFD equity orders are handled in the same manner as cash equity orders because Saxo Bank will route its hedge trade against CFD equity orders directly to the market in the same way as it would route a client's cash equity trade. As a result the ranking of execution factors is the same:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other Factors.

**4. Saxo Bank's selected venue:**

- 4.1. Saxo Bank hedges the CFDs that it enters into with clients using cash equities. Saxo Bank executes these hedges in the same way that it would execute a transaction for that client in the cash equity concerned.

**5. Price Formation:**

- 5.1. Prices are formed according to rules of the venue.

## SCHEDULE 5: CFD INDICES

**1. Products in Scope:**

- 1.1. CFD's based on stock indices.

**2. Order Types Available:****2.1. Market Order:**

- 2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered.

**2.2. Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

### 2.3. **Immediate or Cancel (IOC)**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

### 2.4. **Stop Order**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” market order until the stop price is reached or breached.

### 2.5. **Trailing Stop Order**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

### 2.6. **Stop Limit Order**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk and manage investment strategies.

## 3. **Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD Index trades with clients. CFD Index prices are derived from the relevant underlying index price, taking into account the cost of carry. Saxo Bank calculates its own cost of carry that factors in future expectations of dividends and interest rates, and this can include both internal and external inputs.
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD indices the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

#### 4. **Saxo Bank Selected venue:**

- 4.1. All orders in CFD indices are executed against Saxo Bank's own liquidity.

#### 5. **Price Formation:**

- 5.1. CFD Index prices are Saxo Bank's proprietary prices, which are derived from the relevant underlying Market.

#### 6. **Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bids/ask spreads caused by, for instance, release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances is in the disfavour of the client.

## SCHEDULE 6: CFD FUTURES

1. **Products in Scope:**

1.1. CFD's based on Futures including, Commodities, FX, Indices and Bonds.

2. **Order Types Available:**2.1. **Market Order:**

2.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Certain exchanges do not support market orders. If the client places a market order in these markets, Saxo Bank will automatically translate the order to an aggressive limit order within a certain percentage limit "in the money".

2.1.2. It is the clients' own responsibility to check if the order is traded in the market after order entry. If the client experiences or suspects any errors with his/her order the client should contact Saxo Bank immediately. Some of Saxo Bank's third party execution brokers may choose to translate market orders on various markets into aggressive limit orders. This is often a result of exchange rules applied to protect clients from "bad fills". Saxo Bank cannot be held responsible for missing fills due to such translation performed by third party execution brokers.

2.2. **Limit Order:**

2.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

**2.3. Immediate or Cancel (IOC):**

2.3.1. An immediate or cancel order (IOC) is an order to buy or sell that must be executed immediately, and any portion of the order that cannot be immediately filled is cancelled. An IOC order may fill completely or partially, or it may not fill at all.

**2.4. Stop Order:**

2.4.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop order is therefore a “sleeping” order until the stop price is reached or breached.

**2.5. Trailing Stop Order:**

2.5.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

**2.6. Stop Limit Order:**

2.6.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

2.7. Given the risks that arise when trading in volatile markets, the client may want to consider using different types of orders to limit risk manage investment strategies.

**3. Relevant Execution Factors:**

3.1. Saxo Bank trades as principal to CFD Futures trades with clients. CFD Futures prices are Saxo Bank’s proprietary prices, which are derived from the relevant underlying instrument price, taking into account the cost of carry and liquidity which is calculated by Saxo Bank and includes both internal and external input. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring.



**3.2. For CFD Futures, the ranking of execution factors is:**

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other Factors.

**4. Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD Futures are executed against Saxo Bank's own liquidity.

**5. Price Formation:**

- 5.1. The price of CFD Futures is a proprietary price derived by Saxo Bank and will generally track that of the relevant underlying exchange traded market.

**6. Spread Filters:**

- 6.1. In order to ensure that the client's stop orders are not filled at unreliable prices during short termed periods with abnormally wide bid/ask spreads caused by for instance release of key economic figures Saxo Bank has implemented spread filters preventing order execution when spreads exceeds certain levels. Having the spread filters in place will in general benefit the client, but can in rare instances be in the disfavour of the client.

## SCHEDULE 7: CFD OPTIONS

**1. Products in Scope:**

- 1.1. Purchase and sale of CFDs based on listed options.

**2. Order Types Available:****2.1. Limit Order:**

- 2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.

**3. Relevant Execution Factors:**

- 3.1. Saxo Bank trades as a principal to CFD on Option trades with clients, at CFD prices that are derived from the underlying listed options .
- 3.2. Please see the section on DEALING ON QUOTES in the main document for more information on trading OTC derivatives and best execution monitoring. For CFD on Options the ranking of applicable execution factors is:
  - a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

**4. Saxo Bank's Selected Venue:**

- 4.1. All orders in CFD on Options are executed against Saxo Bank's own liquidity.

**5. Price Formation:**

- 5.2. Prices are formed according to rules of the venue.

## SCHEDULE 8: FUTURES

**1. Products in Scope:**

- 1.1. Purchase and sale of Futures for speculative purposes.

**2. Not in Scope:**

- 2.1. Saxo Bank does not support physical delivery of the underlying security on expiry of any future. Therefore, Saxo Bank advises clients to take note of the expiry and first notice dates (FND) of any futures in which they have positions and ensure they are closed before the appropriate day, as described below.
- 2.2. If the FND is before the expiry date, positions need to be closed the day before the FND. If the expiry date is before the FND positions need to be closed no later than on the expiry date.

- 2.3. If futures positions are not closed before the relevant date, Saxo Bank will close the position on the client's behalf at the first available opportunity at the prevailing market rate. Any resulting costs, gains or losses will be passed on to the client.

### 3. **Order Types available:**

#### 3.1. **Market Order:**

- 3.1.1. With a market order the client instructs a financial institution or trading counterparty to execute a trade of a certain size as promptly as possible at the prevailing market price. Financial institutions are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered. Orders may be traded using an algorithm potentially causing slippage from the expected arrival price. This is done by Saxo Bank in an attempt to prevent large market impact and live up to our obligations to keep an orderly market. Saxo Bank cannot be held responsible for missing fills when using such algorithms to minimize market impact.

#### 3.2. **Limit Order:**

- 3.2.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future.
- 3.2.2. Limit orders may be routed to an exchange without human intervention. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

#### 3.3. **Stop Order:**

- 3.3.1. Different from a limit order, a stop order allows selling below the current market price or buying above the current market price if the stop price is reached or breached. A stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

### 3.4. **Stop Limit Order:**

3.4.1. A stop limit order is a variation of a stop order as described above with a lower (higher) limit price to suspend trading if the price falls (rises) too far before the order is filled restricting trading to a predefined price range.

## 4. **Trailing Stop Order**

4.1. The trailing stop order is a stop order as described above but the trailing stop price moves according to parameters set by the client. This way the trailing stop can be used to sell if the price drops more than a specified distance from the highest price traded or to buy if the price trades above a set level from the lowest traded price.

## 5. **Algorithmic Order:**

5.1. An Algorithmic Order is an order executed by an automated strategy according to specific parameters or conditions. Algorithmic Orders are intended to minimize the market impact created from placing larger orders or achieving a recognized trading benchmark such as VWAP etc. The orders can also be used to follow a volume participation or in general to achieve a better overall execution. Saxo Bank facilitates a number of different algorithmic order types, specific information about these can be found in the information text on the Saxo Bank Trader.

## 6. **Relevant Execution Factors**

6.1. Exchange traded futures are not fungible and are traded on a centrally regulated venue therefore the liquidity is on those venues. For futures, the ranking of the applicable execution factors is:

- a. Price;
- b. Expected impact of execution;
- c. Likelihood of execution and settlement;
- d. Costs;
- e. Speed;
- f. Other factors.

## 7. **Saxo Bank's selected venue:**

7.1. Saxo Bank offers Direct Market Access (DMA) to the Futures Exchanges.

**8. Price Formation:**

- 8.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

## SCHEDULE 9: LISTED OPTIONS

**1. Products in Scope:**

- 1.1. Purchase and sale of Exchange Traded Options for speculative and hedging purposes.

**2. Order types available:****2.1. Limit Order:**

- 2.1.1. With a limit order, the client sets the maximum purchase price, or minimum sale price, at which the trade is to be executed. As a limit order may be entered away from the current market price, it may not be executed immediately. A client that leaves a limit order must be aware that he/she is giving up the certainty of immediate execution in exchange for the expectation of getting an improved price in the future. Limit orders may be routed to an exchange without human intervention.
- 2.1.2. Where a limit order is placed in a share admitted to trading on a regulated market, Saxo Bank shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

**3. Relevant Execution Factors:**

- 3.1. Exchange traded options are traded on a centrally regulated venue therefore the concentration of the liquidity is on those venues. For listed options, the ranking of the applicable execution factor is:
- a. Price;
  - b. Expected impact of execution;
  - c. Likelihood of execution and settlement;
  - d. Costs;
  - e. Speed;
  - f. Other factors.

#### 4. **Saxo Bank's Selected venue:**

- 4.1. Saxo Bank offers Direct Market Access (DMA) to the Exchange Traded Options.

#### 5. **Price Formation:**

- 5.1. Client orders will be routed to the electronic order book of the relevant exchange. Price formation will be according to the rules of the exchange.

### SCHEDULE 10: ROLLING FOREIGN EXCHANGE SPOT

#### 1. **Products in Scope:**

- 1.1. Purchase and sale of rolling foreign exchange spot contracts

#### 2. **Products not in Scope:**

- 2.1. Spot foreign exchange transactions undertaken with the intention of converting money from one currency to another – including transactions undertaken to facilitate settlement of other transactions.
- 2.2. Transactions undertaken to roll forward the value date of a client position which do not result in a change to the client's FX market exposure.

#### 3. **Order Types Available:**

##### 3.1. ***Immediate or Cancel (IOC) Market Order***

- 3.1.1. An Immediate or Cancel (IOC) Market order is similar to a standard Market order (described below). It is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it within an appropriate timeframe.
- 3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market IOC order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.
- 3.1.3. Saxo Bank monitors the prices available to it at its selected external venues. If Saxo Bank believes it is able to execute a Market IOC order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution.

3.1.4. Clients should note that they cannot cancel IOC orders after submission.

### 3.2. **Market Order:**

3.2.1. A Market Order is a traditional 'at best' instruction to trade as much of the order as possible on the best available terms in the market. A Market Order will normally be filled immediately (or failing that, in a relatively short time). Saxo Bank will take all sufficient steps to identify the best terms immediately available for a transaction of that size and will transact on those terms. Financial institutions are required to execute Market orders as soon as reasonably possible without regard to price changes. Therefore, the order will be exposed to the risk of execution at a price which could be substantially different from the price when the order was entered.

3.2.2. A Market Order will be treated as good for the day. If Saxo Bank believes it is able to execute a Market Order immediately from its own liquidity then it will do so. Otherwise it will route the order to a third party to attempt execution. If the order cannot be filled in full immediately, Saxo Bank will continue to work the order until the end of the trading day, which is defined as 5 PM EST for most currencies. Select currencies have reduced trading hours. Please see specific times on our webpage.

### 3.3. **Immediate or Cancel (IOC) Limit Order**

3.3.1. A Limit IOC order is an order to trade at specified limit price or better. The order will be cancelled, if not filled in full.

3.3.2. When placing a Limit IOC order, a client may specify a tolerance. Tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance.

3.3.3. As with a Market IOC order, if Saxo Bank is unable to supply sufficient liquidity from its own book, it may route the order externally.

3.3.4. Clients should note that they cannot cancel IOC orders after submission.

### 3.4. **Limit Order:**

3.4.1. A limit order is an order to trade at a specified price or better. The following order durations are available:

- a. Day Order (DO): Valid until the close of trading on the day the order is placed (or on the subsequent business day for orders accepted during the weekend).
- b. Good Till Date (GTD): Valid until the close of trading on a date of the client's choice.
- c. Good Till Cancelled (GTC): Valid indefinitely unless or until specifically cancelled by the client. Where an order is attached to an open position, it will automatically be cancelled if the position is closed.

Any remaining amount that has not been executed at the specified limit price or better, will be cancelled when the duration has expired.

3.4.2. A Limit order to sell will be triggered when Saxo Bank's quoted bid, plus any client-specific Mark Up, reaches the specified price level.

3.4.3. A Limit order to buy will be triggered when Saxo Bank's quoted offer, minus any client-specific Mark Up, reaches the specified price level.

3.4.4. Saxo Bank will execute a triggered order immediately from its own liquidity, when possible. Otherwise the order will be routed to a third party to attempt execution. At any time when there is not enough liquidity available from Saxo Bank's own book, or externally, to fill the order in full, the remaining order amount will revert to a 'resting order'.

### 3.5. **Stop order:**

3.5.1. A Stop order is usually used to prevent further losses on an existing position, in cases where the market moves against it. A Stop order may also be used to open a position when the market moves through a chosen level. A Stop order may have durations similar to a Limit Order (see above).

3.5.2. A Stop order to sell will be triggered when Saxo Bank's quoted offer price reaches the specified price level. Once triggered, the order will be treated as a Market order.



- 3.5.3. A Stop order to buy will be triggered when Saxo Bank's quoted bid price reaches the specified price level. Once triggered, the order will be treated as a Market order.
- 3.5.4. Triggering on the opposite side of the market protects the client from the risk that their Stop order is triggered as a result of spreads widening without the market actually moving. Spreads widen around the release of economic statistics or at times of reduced liquidity, such as during a value date roll or during the close and opening of the market.
- 3.5.5. Clients should note, that this means a Stop order will typically be filled the current spread away from the client's stop level.
- 3.5.6. The trigger level for a Stop order can be specified to trail the market. When the market moves in the order's favor (up for a stop to sell, down for a stop to buy) the trigger level will move accordingly. How much the trigger level moves is dictated by the step, which is defined when the order is placed.
- 3.5.7. When a Stop order is triggered it will be executed at the first possible opportunity on the best terms available in the market.  
This means that the client is exposed to the risk of a worse fill in gapping or illiquid markets.

### 3.6. **Stop Limit Order:**

- 3.6.1. A Stop Limit order rests in the same way as a Stop order. However, once triggered, rather than execute at the next available price it converts to a Limit order at a pre-agreed Limit price. From that point on, the order is treated as a Limit order.
- 3.6.2. This type of order gives the client some protection from a fill much worse than the stop price in a gapping or illiquid market. However, that protection comes at a cost. In some circumstances the order may not be executed at all.
- 3.6.3. Trailing Stop Limit orders are not available.

**5. Relevant Execution Factors:**

- 5.1. For market orders and stop orders (which are converted to market orders), Saxo Bank will place the highest priority on total consideration (the combination of price and costs associated with dealing). See section 3.1 for additional details around Execution Factors.
- 5.2. For Limit orders, Saxo Bank will place the highest priority on execution at the client's specified price at the first possible opportunity. This means that Saxo Bank will prioritize speed and certainty of execution.

**6. Saxo Bank's selected venue**

- 6.1. For FX Spot, Saxo Bank trades as principal and reserves the right to aggregate risks and undertake consolidated hedging trades in the underlying market through its internal flow aggregation book. Where the client has given a specific instruction not to do so, Saxo Bank does not. This is described in section 4. 'Transactions Where Best Execution Has Limited Scope'.
- 6.2. Saxo Bank will normally provide liquidity from its internal flow aggregation book. Saxo Bank believes this provides the best outcome for clients because:
  - 6.2.1. Saxo Bank's internal flow aggregation model allows it to execute larger trade sizes in the underlying market at lower costs associated with dealing, that would not be available for the smaller trade sizes usually undertaken by its clients.
  - 6.2.2. The foreign exchange spot market is characterized by rapid price movements relative to the costs of dealing. Providing liquidity from its own book allows it to avoid the delays that could arise in routing orders to the underlying market.

**7. Price Formation:**

- 7.1. Saxo Bank constantly monitors the prices available to it in the wider market. Based on the observed liquidity and price formation in the market, Saxo Bank sets its own price at which it is willing to buy and sell from its flow aggregation book. To this price, its charges are added
- 7.2. Saxo Bank's capacity to provide liquidity in any given currency pair is subject to its internal exposure limits. If a particular order would cause it to breach those limits, Saxo Bank may suspend dealing on its price until it is able to reduce its exposure.

## 9. **Reload Period:**

Saxo Bank monitors the internal and/or external liquidity available in a given currency pair and handles orders that have the potential to have sizeable market impact with particular care and attention. The reload period accumulates the notional amount traded for a period of time after the last trade is executed in a given currency pair. During the reload period, Saxo Bank reduces the liquidity available in a given currency pair by the accumulated notional amount traded. This typically results in wider spreads as the price for a next order amount will be based not only on the size of that order alone, but also on the accumulated notional amount previously executed. If Saxo Bank believes it is able to execute an order immediately from its own liquidity it will do so, otherwise the order may be routed to a third party. After a period of time with no trading activity, the full liquidity available in a given currency pair will be reloaded. The reload period is client specific, meaning, that the trading activity of one client, does not affect the liquidity available in a given currency pair to another client.

## 10. **Saxo Bank's Charges:**

10.1. Saxo Bank's charges may include the following, some of which may be included in the net price at which the client trades:

### **10.1.1. Price Mark Up.**

Saxo Bank's final transaction price may be inclusive of Mark Up that may impact the execution of any order linked to or triggered at a specified price level. This Mark Up will not be included for best execution comparison purposes.

### **10.1.2. Spread.**

The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.

### **10.1.3. Commission.**

The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

### **10.1.4. Financing Adjustments.**

Where a client holds a position in a rolling spot contract open overnight, Saxo Bank will perform a tom-next rollover to reflect the financing implications of the position. This is based on the interest rates of the currencies in question. Generally, if the client is long the currency with the lower interest rate, this adjustment will be a cost to the client. If the client is long the currency with the higher interest rate, it may be in the clients favor. There is a charge element in the interest rates Saxo Bank uses to

calculate these financing adjustments.

**11. Fixing Orders:**

11.1. From time to time Saxo Bank may execute a transaction at a rate calculated by a third-party based on trading during a specified time of day (commonly referred to as the “Fixing Window”) or at a price determined at a specified time (commonly referred to as a “Reference Time”). Risk management related to such transactions and other transactions conducted in the ordinary course of business may lead Saxo Bank to execute hedging transactions before, during or after the Fixing Window or Reference Time. Saxo Bank seeks to conduct such hedging activities consistent with all applicable legal and regulatory requirements. Those hedging activities, as well as unrelated transactions and other ordinary course of business activities executed by Saxo Bank prior to and during the Fixing Window or Reference Time, or at other times, may have an impact in some cases on the benchmark fixing or related markets.

**12. Direct Markets Access:**

12.1. Clients may ask Saxo Bank to provide them with direct access to the market. Saxo Bank will treat this as a Specific Instruction from the client and will accordingly consider whether it is able to do this and on what terms.

12.2. Where Saxo Bank provides clients with direct market access, Saxo Bank will select one or more execution venues that it believes will provide the best outcomes for that client’s transactions. This may be a different selection of venues than it otherwise uses for execution of similar transactions or for its own hedging purposes. This may result in a different outcome for the client’s transactions.

**13. Market Making and Risk Management:**

13.1. Market making and risk management activities, as well as the availability of liquidity, may impact the prices communicated to the client for a transaction. These activities may also trigger or prevent triggering of resting orders, barrier options, vanilla option exercise and similar terms. Saxo Bank retains discretion as to how to satisfy competing interests, with respect to order execution, fill quantity, aggregation, priority and pricing.

**14. Last Look:**

14.1. Saxo Bank provides two types of liquidity; order driven liquidity for Rolling FX Spot and FX Forward, and quote driven liquidity for FX Options.

- 14.2. For order driven liquidity where Saxo Bank can route the order externally, a form of last look may be applied by other liquidity providers that may result in the order being filled completely or partially, or it may not fill at all.
- 14.3. The receipt of a trade request as well as any information associated with a trade request does not influence any pricing or hedging activity undertaken by Saxo Bank prior to the acceptance of the trade request. If a trade request is rejected, whether as a result of Last Look or otherwise, no information associated with the trade request is used to influence any pricing or hedging activity subsequently undertaken by Saxo Bank.

## SCHEDULE 11: FOREIGN EXCHANGE FORWARD OUTRIGHT

### 1. **Products in Scope:**

- 1.1. Purchase and sale of foreign exchange forward outright contracts.

### 2. **Products not in Scope:**

- 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another at a predetermined date in the future – including transactions undertaken to facilitate settlement of other transactions.

### 3. **Order Types Available:**

#### 3.1. ***Immediate or Cancel (IOC) Market Order***

- 3.1.1. See Foreign Exchange Spot for details.

#### 3.2. ***Immediate or Cancel (IOC) Limit Order***

- 3.2.1. See Foreign Exchange Spot for details.

### 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

### 5. **Saxo Bank's selected venues:**

- 5.1. Foreign exchange forward outright prices are based on the spot price for the relevant currency pair and a swap rate, that is calculated from the interest rate differential. When Saxo Bank executes an order for a client in relation to foreign exchange forward outright, the spot component will be executed in the same way that Saxo Bank would execute a spot order for that client.

- 5.2. For the swap element, Saxo Bank provides liquidity from its internal flow aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs, than would be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

## 6. **Price Formation:**

- 6.1. The spot component of a foreign exchange forward outright is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client.
- 6.2. The forward swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant forward value date.
- 6.3. Saxo Bank's interest rates are implied from forward swap rates available to Saxo Bank from its hedging counterparties.

## 7. **Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.
- 7.2. Saxo Bank adds a spread to the swap component. The addition varies depending upon the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

## 8. **Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

- 9.1. See Foreign Exchange Spot for details.

# SCHEDULE 12: FOREIGN EXCHANGE SWAPS

## 1. **Products in Scope:**

- 1.1. Purchase and sale of foreign exchange swap contracts.

## 2. **Products not in Scope:**

- 2.1. Foreign exchange transactions undertaken with the intention of converting money from one currency to another with delivery on one date, together with an exchange in the opposite direction at a later date – including transactions undertaken to facilitate settlement of other transactions.

### 3. **Order Types Available:**

#### 3.1. ***Fill or Kill (FOK) Market Order***

3.1.1. A Fill or Kill (FOK) Market order is an instruction to trade immediately on the best available terms. However, Saxo Bank will not continue to work the order if it is unable to fill it in full immediately.

3.1.2. Although Saxo Bank will take all sufficient steps to obtain the best terms available at the time, in illiquid market conditions the best available terms may be substantially worse than the previous (or even the next) price. A Market FOK order is for immediate execution. Saxo Bank will not delay execution in the hope that market conditions will improve.

3.1.3. Clients should note that they cannot cancel FOK orders after submission.

#### 3.2. ***Fill or Kill (FOK) Limit Order***

3.2.1. A Limit FOK order is an order to trade at a defined price, if it is available subject to a defined tolerance (see below).

3.2.2. When Saxo Bank receives a Limit FOK order, it will treat it in a similar way to a Market FOK order (see above) except that it will only fill the order at the client's specified limit price, or better. If this is not immediately possible, then the order will be cancelled.

3.2.3. When placing a Limit FOK order, a client may specify a tolerance. The tolerance can be specified either as a fixed price increment or as a percentage of the current market price. If the client specifies a tolerance, Saxo Bank may fill the order at a worse price than the client had seen on the screen, provided the price difference does not exceed the client's specified tolerance. If a better price is available, Saxo Bank will give the client the full benefit of the available improvement by filling the client order at the better price.

3.2.4. Clients should note that they cannot cancel FOK orders after submission.

### 4. **Relevant Execution Factors:**

4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing.

### 5. **Saxo Bank's Selected Venue(s):**

5.1. Foreign exchange swap prices are based on the spot price for the relevant currency pair and a swap price.

5.2. For the swap element, Saxo Bank provides liquidity from its internal flow

aggregation book. This allows Saxo Bank to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs, than would be available for the smaller trade sizes usually undertaken by its clients. Saxo Bank is able to pass on this benefit to its clients.

## 6. **Price Formation:**

- 6.1. The spot component of a foreign exchange swap contract is priced in the same way that Saxo Bank would price a foreign exchange spot contract for that client. The spot component will be the same value for both legs of a swap transaction.
- 6.2. The swap component of the price is calculated from the spot price (as above) and the differential between the interest rates for the two currencies for the relevant value dates.

## 7. **Saxo Bank's Charges:**

- 7.1. See foreign exchange spot for details of charges that may apply to foreign exchange trades.
- 7.2. Saxo Bank adds a spread to the swap component. The addition varies depending upon the currencies concerned, and the time to maturity. Saxo Bank will disclose the total spread for each transaction before the client trades.

## 8. **Market Making and Risk Management:**

- 8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

- 9.1. See Foreign Exchange Spot for details.

# SCHEDULE 13: FOREIGN EXCHANGE OPTIONS

## 1. **Products in Scope:**

- 1.1. Foreign Exchange Vanilla, Barrier and Binary Touch Options.

## 2. **Products not in Scope:**

- 2.1. All Foreign Exchange options are in scope.

## 3. **Order Types Available:**

- 3.1. Dealing on Quotes
  - 3.1.1. Saxo Bank will provide prices for foreign exchange options to clients on request. These prices will be calculated to meet its obligation to provide



the client with the best possible outcome on the client's transaction in terms of total consideration.

- 3.1.2. If a client wishes to trade, the client may elect to do so at the price Saxo Bank has quoted. Acceptance of the trade is subject to filters based on time elapsed and/or price movements in the underlying market.

#### 4. **Relevant Execution Factors:**

- 4.1. Saxo Bank will place the highest priority on total consideration – being the combination of price and costs associated with dealing. Saxo Bank will also prioritize speed and certainty of execution and the ability to trade in retail sizes.
- 4.2. The underlying market for foreign exchange currency options is the 'inter-bank market'. Transactions undertaken in this market are normally of a wholesale size. It is not normally practical to undertake individual smaller transactions.

#### 5. **Saxo Bank's Selected Venue(s):**

- 5.1. Foreign exchange option prices are based on a number of factors, the most significant of which are the spot price of the underlying and the 'implied volatility' of the relevant currency pair.
- 5.2. For the implied volatility Saxo Bank trades as principal through liquidity provided from its internal flow aggregation book. This allows it to aggregate risks and undertake consolidated hedging trades in the underlying market at lower costs associated with dealing, than would be available for the smaller trade sizes. Saxo Bank is able to pass on this benefit to its clients.

#### 6. **Price Formation:**

- 6.1. Saxo Bank uses the Black Scholes pricing model to price options from its own liquidity. This model generates a single mid-market price based on spot prices, interest rates and 'implied volatilities' for the currencies concerned.
- 6.2. Saxo Bank constantly reviews its prices against the inter-bank market to ensure that its mid prices are within the best bid and offer prices in the market.
- 6.3. Saxo Bank's premium for any given option is derived from three factors which it internally treats as separate markets. Saxo Bank's net spread for an option trade is derived from the spread it quotes on each component. The net spread on any particular option transaction will be disclosed before the client trades.

Spreads will normally be wider for longer dated options than for shorter dated ones; and wider for closer to the money options than for deeper in or out of the money ones.

## 7. **Saxo Bank's Charges:**

7.1. Saxo Bank's charges may include the following, some of which may be included in the net price at which the client trades:

### 7.1.1. **Spread.**

The difference between the bid (sell) price and the offer (buy) price. Spread is dependent on many different factors, including but not limited to, the underlying liquidity and volatility, time of day and notional trade size.

### 7.1.2. **Commission.**

The fee charged for the service of carrying out the transaction, subject to a minimum fee on small notional trade sizes.

## 8. **Market Making and Risk Management:**

8.1. See Foreign Exchange Spot for details.

## 9. **Last Look:**

9.1. Saxo Bank provides two types of liquidity; order driven liquidity for Rolling FX Spot and FX Forward, and quote driven liquidity for FX Options.

9.2. Quote driven liquidity gives Saxo Bank the ability to see the order and choose to fill or reject the order, before execution. Saxo Bank employs a symmetric price check to determine if trade requests are made at prices that are within Saxo Bank's price tolerance for execution. This control will be applied immediately upon receipt of a trade request. In each case, the current price is compared to the trade request price. If the current price has not moved in either direction from the trade request price by more than a defined tolerance, and other pre-trade controls are passed, Saxo Bank will accept the trade request. If the current price differs from the trade request price by more than a defined tolerance, Saxo Bank will reject the trade request. The primary purpose of last look is to protect against trading on prices that do not reflect the current market, and against certain trading behavior.

## BONDS

### Online Venues and Liquidity Providers

Tradeweb MTF - RFQ Model (see some member liquidity providers below)

ABN AMRO	Credit Suisse	Millennium Europe	Santander
ANZ Banking Group	Daiwa Capital Markets	Mitsubishi	Societe Generale
Banca IMI	Deutsche Bank	Morgan Stanley	Standard Chartered Bank
Bank of America/ Merrill Lynch	DZ Bank	MPS Capital	Toronto Dominion Bank
Barclays Bank	Goldman Sachs	Natixis	UBS
BBVA	HSBC Bank	Nomura	Unicredit
BNP Paribas	ING Bank	Oddo	Wells Fargo
Citigroup	Jeffries International	Rabobank	
Commerzbank	JP Morgan	Royal Bank of Canada	
Credit Agricole	Lloyds Bank	Royal Bank of Scotland	

### DMA to Regulated Markets

Euronext	NASDAQ OMX Copenhagen		
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### Offline - Hedging Liquidity Providers

\*in addition to all above mentioned liquidity providers

Arctic Securities	Jyske Bank	NIBC Markets	Tradition
Danske Bank	Market Axess	Pershing	VTB Capital
DNB Bank	Nedbank	SEB Bank	Zurich Cantonal bank

## Cash Equities and Exchange Traded Products (ETF,ETN,ETC)

### Venues to which Saxo Bank has access via Executing Brokers

AMERICAS	EUROPE	ASIA-PACIFIC
American Stock Exchange	Athens Stock Exchange	ASX - Center Point
NASDAQ	Bolsa de Madrid	Australian Stock Exchange
New York Stock Exchange	Borsa Italiana	Hong Kong Exchanges and Clearing
Toronto Stock Exchange	Budapest Stock Exchange	Singapore Exchange
New York Stock Exchange Arca	Deutsche Börse, Xetra	Tokyo Stock Exchange
OTC Bulletin Board	Euronext Amsterdam	Chi-X Australia
AQUA	Euronext Brussels	Chi-X Japan
BAML Instinct X (MLXN)	Euronext Lisbon	SBI Japannext
Barclays LX	Euronext Paris	ASX Centre Point
BIDS Trading	Irish Stock Exchange	BNP BIX
BNY Millennium	Johannesburg Stock Exchange	BofAML MLXN
CITI CROSS	London Stock Exchange	Citibank
CS CrossFinder	Nasdaq OMX Copenhagen	CLSA Dark Pool
CS Light Pool	Nasdaq OMX Helsinki	Commonwealth Bank of Australia
DB SuperX ATS	Nasdaq OMX Stockholm	Credit Suisse Cross Finder
Fidelity Cross-Stream	Oslo Bors	Deutsche Bank SuperX
GS Sigma X	Prague Stock Exchange	GS Sigma-X
Instinet CBX	Swiss Exchange	Instinet BLX Australia
Instinet Crossing	Warsaw Stock Exchange	Instinet CBX Hong Kong
ITG POSIT	Wiener Börse	Instinet Hong Kong VWAP Cross
JP Morgan Cross	Aquis Exchange	Instinet Nighthawk VWAP
KCG MatchIt	BXE Lit (Bats Europe)	ITG Posit
Level ATS	CXE Lit (Bats Europe)	JP Morgan JPMX

AMERICAS	EUROPE	ASIA-PACIFIC
Morgan Stanley MSPool	Equiduct	Macquarie XEN
CODA Markets	Turquoise	Morgan Stanley MSPool
SSGM/Pulse BlockCross	BXE Dark (Bats Europe)	Nomura NX
UBS ATS	CXE Dark (Bats Europe)	Nomura NX Pro
Aequitas Lit Book	CitiMatch	TORA Crosspoint
Aequitas NEO Book	CS CrossFinder	
Canadian Securities Exchange (CSE)	Deutsche Bank SuperX	
Nasdaq CX2	GS Sigma X MTF	
Nasdaq CXC	Instinet BlockMatch	
Omega - Lynx ATS	ITG Posit	
Omega ATS	Liquidnet Europe	
TSX Alpha Exchange	Nordic@Mid	
TSX Venture	SmartPool	
Instinet Canada Cross (ICX)	Swiss At Mid	
Liquidnet Canada	Turquoise Plato	
Match Now	UBS MTF	
IEX	Xetra MidPoint	
SIGMA X2	JPM - X	
	MS Pool	
	Chi-X Dark	
	Turquoise Plato BDS	
	Bats Lis	
	Chi-X	
	Bats	
	Bats Periodic Auction Order Book (auction)	
	Liquidnet H2O	
	NASDAQ Auction on Demand (auction)	
	Turquoise Dark Continuous	
	Turquoise Dark Periodic (conditional)	

## FUTURES

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EEX	OSAKA
CME	EUREX	HKEK
CBOT	EURONEXT	TSE
CBOE	OMX NORDIC	SFE
MONTREAL	MEFF	
ICE-US	IDEM	

## OPTIONS

AMERICAS	EUROPE	ASIA-PACIFIC
COMEX	ICE-EUROPE	SGX
NYMEX	EUREX	OSAKA
CME	EURONEXT	HKEX
CBOT	MEFF	ASK
CBOE	IDEM	
ICE-US	OSLO BORS	
OCC	OMX	

## FOREIGN EXCHANGE

### Rolling FX Spot

#### Saxo Bank's Prime Brokers

Citibank	Deutsche Bank AG	NatWest Markets PLC	
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#### Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Credit Suisse International	Lloyds bank PLC	Standard Chartered Bank
Bank of Montreal	Danske Bank A/S	Macquarie Bank Limited	State Street Bank and Trust Company
Barclays Bank Plc	DBS Bank Ltd	Merrill Lynch International	The Bank of Tokyo-Mitsubishi UFJ Ltd.
Bayerische Hypo- und Vereinsbank AG	Deutsche Bank AG, London Branch	Morgan Stanley & Co. International plc	The Toronto-Dominion Bank
BNP Paribas	Goldman Sachs International	National Australia Bank Limited	UBS AG
Citadel	HSBC Bank Plc	Natixis	Virtu
Citibank, National Association	ING Bank N.V.	Natwest Markets Plc	Westpac Banking Corporation
Citigroup Global Markets Limited	Jefferies Financial Services, Inc.	Nomura International Plc	XTX Markets
Commerzbank AG	JP Morgan Securities PLC	Royal Bank of Canada	
Commonwealth Bank of Australia	JPMorgan Chase Bank, National Association	Skandinaviska Enskilda Banken AB	
Credit Suisse AG, London Branch	Jyske Bank A/S	Societe Generale	

### Venues to which Saxo Bank has access via Prime Brokers

#### Primary inter-bank execution venues

EBS	Reuters		
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#### Secondary inter-bank execution venues

Currenex	Fastmatch	Hotspot	Spotex
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## FX FORWARD OUTRIGHTS AND SWAPS

Saxo Bank's Prime Brokers

Citibank	Deutsche Bank AG	Natwest Markets Plc	
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## Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Danske Bank A/S	Macquarie Bank Limited	State Street Bank and Trust Company
Bank of Montreal	DBS Bank Ltd	Merrill Lynch International	The Bank of Tokyo-Mitsubishi UFJ Ltd.
Barclays Bank Plc	Deutsche Bank AG, London Branch	Morgan Stanley & Co. International plc	The Toronto-Dominion Bank
Bayerische Hypo- und Vereinsbank AG	Goldman Sachs International	National Australia Bank Limited	UBS AG
BNP Paribas	HSBC Bank Plc	Natixis	Westpac Banking Corporation
Citibank, National Association	ING Bank N.V.	Natwest Markets Plc	
Citigroup Global Markets Limited	Jefferies Financial Services, Inc.	Nomura International Plc	
Commerzbank AG	JP Morgan Securities PLC	Royal Bank of Canada	
Commonwealth Bank of Australia	JPMorgan Chase Bank, National Association	Skandinaviska Enskilda Banken AB	
Credit Suisse AG, London Branch	Jyske Bank A/S	Societe Generale	
Credit Suisse International	Lloyds bank PLC	Standard Chartered Bank	

## FX OPTIONS

## Saxo Bank's Prime Brokers

	Deutsche Bank AG	Natwest Markets Plc	
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## Liquidity Providers to which Saxo Bank has direct access

Australia and New Zealand Banking Group Limited	Credit Suisse International	JPMorgan Chase Bank, National Association	Nomura International Plc
Bank of Montreal	Danske Bank A/S	Jyske Bank A/S	Royal Bank of Canada
Barclays Bank Plc	DBS Bank Ltd	Lloyds bank PLC	Skandinaviska Enskilda Banken AB
Bayerische Hypo- und Vereinsbank AG	Deutsche Bank AG, London Branch	Macquarie Bank Limited	Societe Generale
BNP Paribas	Goldman Sachs International	Morgan Stanley & Co. International plc	Standard Chartered Bank
Citigroup Global Markets Limited	HSBC Bank Plc	National Australia Bank Limited	The Toronto-Dominion Bank

## SAXO BANK A/S ORDER EXECUTION POLICY

Commerzbank AG	ING Bank N.V.	Natixis	UBS AG
Commonwealth Bank of Australia	JP Morgan Securities PLC	Natwest Markets Plc	Westpac Banking Corporation
Australia and New Zealand Banking Group Limited	Credit Suisse International	JPMorgan Chase Bank, National Association	Nomura International Plc
Bank of Montreal	Danske Bank A/S	Jyske Bank A/S	Royal Bank of Canada
Barclays Bank Plc	DBS Bank Ltd	Lloyds bank PLC	Skandinaviska Enskilda Banken AB

### Brokers to which Saxo Bank has access via Prime Brokers

BGC	GFI	TP ICAP	Tradition
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