SAXO LEGAL

GENERAL
BUSINESS TERMS
SAXO BANK A/S

SAXO BANK
CAPITAL MARKETS

1. DEFINITIONS - INTERPRETATION OF TERMS

1.1 In these General Business Terms (hereinafter the "Terms") the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

i "Account" shall mean a transaction account of the Client at Saxo Bank;

ii "Account Statement" shall mean a periodic statement of the transactions credited or debited to an Account;

iii "Account Summary" shall mean a statement of the Clients securties portf lio, open positions, margin requirements, cash depo it etc. at a specific point in time;

iv "Agent" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;

v "Authorised Person" shall mean a person authorised by the Client to give instructions to Saxo Bank;

vi "Best Execution Policy" shall mean Saxo Bank's prevailing policy available at the website of the bank and the Trading Platform regarding best execution when executing client orders;

vii "Business Day" shall mean any day on which banks are open for business in Denmark;

viii "CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

ix "Client" shall mean the individual person or legal entity being a customer of Saxo Bank;

x "Client Classification" shall mean Saxo Bank's overall, product-, or transaction specific classification of Clients;

xi "Commission, Charges & Margin Schedule" shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by Saxo Bank on a current basis. The Commission, Charges & Margin Schedule is available on Saxo Bank's website at www.saxobank.com and may be supplied to the Client on demand;

xii "Conflict of Interest Policy" shall mean Saxo Bank's prevailing policy regarding conflicts of interest which is available at the website of the bank:

xiii "Contract" shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by Saxo Bank with the Client;

xiv "Counterparties" shall mean banks and/or brokers through whom Saxo Bank may cover its Contracts with Clients;

xv "Events of Default" shall have the meaning given to this term in Clause 19;

xvi "FIFO" is an abbreviation of "First in – First Out" and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, Saxo Bank will as a point of departure close the older Con-tract first;

xvii "Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;

xvii "Introducing Broker" shall mean a financial institution or advisor 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;

xix "Margin Trade" shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;

xx "Market Maker" shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients. Being a Market Maker Saxo Bank is in relation to a transaction the Client's immediate counterpart;

xxi "Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the conclusion, execution or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it;

xxii "Net Free Equity" is a basis of calculation of interest which is calculated in accordance with the definition specified in Saxo Bank's Commission, Charges & Margin Schedule

xxiii "OTC" shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter" by Saxo Bank whether as a Market Maker as described in Clause 14 or otherwise;

xxiv "Principal" shall mean the individual person or the legal entity which is a party to a transaction;

xxv "Saxo Bank Group" shall mean all entities, including headquarter, branches, subsidiaries, representative offices and any other entities, as stated at Saxo Bank's website www.saxobank.com.

xxvi "Saxo Bank" shall mean Saxo Bank A/S, CVR no. 15 73 12 49 and with the address of Smakkedalen 2, DK 2820 Gentofte, Denmark or any branch hereof;

xxvii "Security" shall mean any securities or other assets deposited with Saxo Bank by the Client;

xxviii "Services" shall mean the services to be provided

by Saxo Bank subject to the Terms;

xxix "Settlement/Trade Confirmation" shall mean a not-ification from Saxo Bank to the Client confirming the Client's entry into a Contract;

xxx "Terms" shall mean these General Business Terms governing the Client relationship between the Client and Saxo Bank;

xxxi "Trading Platform" shall mean any online trading platform made available by Saxo Bank under the Terms;

1.2 If there is any conflict between the Terms and relevant Market Rules, the Market Rules shall prevail.

1.3 In the Terms any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.

1.4 Headings and notes in the Terms are for reference only and shall not affect the contents and interpretation of the Terms.

1.5 In the Terms references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

2. RISK ACKNOWLEDGEMENT

2.1 The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Contracts is:

i highly speculative;

ii may involve an extreme degree of risk and

iii is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

2.2 The Client acknowledges, recognises and understands that:

i because of the low margin normally required in Margin Trades, price changes in the underling asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;

ii when the Client directs Saxo Bank to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;

iii the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;

iv the Client agrees not to hold Saxo Bank responsible for losses incurred as a consequence of Saxo Bank carrying the Client's account and following its recommendations or suggestions or those of its employees, associates or representatives, unless Saxo Bank has exercised gross negligence in connection herewith;

v the Client is aware of the fact that unless it is otherwise specifically agreed, Saxo Bank shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, Saxo Bank cannot be held responsible for the trans-actions developing differently from what the Client might have presupposed and/or to the disadvantage of the Client;

vi the Client accepts that guarantees of profit or freedom from loss are impossible in investment trading;

vii the Client accepts that the Client has received no such guarantees or similar representations from Saxo Bank, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a Saxo Bank account.

3. CLIENT CLASSIFICATION

3.1 In compliance with the European Directive 2004/39/EC of 21 April 2004 on markets in financial instruments (MiFID) and with the implementation into Danish legislation (Bekendtgørelse om værdipapirhandleres udførelse af ordrer), Saxo Bank classifies its Clients in three main categories: Eligible Counterparties (ECPs), Professional Clients and Retail Clients.

3.2 Saxo Bank attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and ECPs are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

3.3 Saxo Bank offers its Clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

3.4 On the basis of the Client's request, Saxo Bank undertakes an adequate assessment of the expertise, experience and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, Saxo Bank reserves the right to chose whether to provide services under the requested classification.

4. SERVICES

4.1 Subject to the Client fulfilling its obligations under the Terms, Saxo Bank may enter into transactions with the Client in the following investments and instruments:

i Futures and CFDs on commodities, securities, interest rate and debt instruments, stock or other indices, currencies and base and precious metals;

ii spot and forward bullion, currencies, and OTC derivatives;

iii securities, including shares, bonds, and other debt instruments, including government and public issues;

iv options and warrants to acquire or dispose of any of the instruments above, including options on options;

v managed assets whether as OTC or stock exchange traded instruments; and

vi such other investments as Saxo Bank may from time to time agree.

4.2 The Services provided by Saxo Bank may involve:

i margined transactions;

ii short sales (i.e. sales where one party to the Contract is obliged to deliver an asset which it does not possess); or

iii transactions in instruments which are:
traded on exchanges which are not recognised or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily realisable.

4.3 Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with "Saxo Bank's Best Execution Policy" and are not guaranteed executable at the specified price or amount, unless explicitly stated by Saxo Bank for the specific order. For further information on order types please refer to Saxo Bank's website.

4.4 In relation to any transaction or Contract, Saxo Bank will effect such transaction or Contract as Principal unless it is specifically agreed that Saxo Bank shall act as Agent for the Client.

4.5 The Client shall, unless otherwise agreed in writing, relative to Saxo Bank enter into Contracts as Principal. If the Client acts as Agent, regardless of whether the Client identifies the Principal to Saxo Bank, Saxo Bank shall not be obliged to accept the said Principal as a client, and consequently Saxo Bank shall be entitled to consider the Client as Principal in relation to the Contract.

4.6 In the event Saxo Bank provides advice, information or recommendations to the Client Saxo Bank shall not be responsible for the profitability of such advice, information or recommendation as further stipulated in Clause 21, and the Client acknowledges, recognises and understands that:

i all transactions in exchange-traded investments and many Contracts will be effected subject to, and in accordance with Market Rules;

ii Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;

iii if any exchange or clearing house takes any action which affects a transaction or Contract then Saxo Bank is entitled to take any action relevant to the situ-ation and reasonable to the parties in the interests of the Client and/or Saxo Bank;

iv Saxo Bank shall not be liable for any loss as further stipulated in Clause 21.3 and suffered by the Client as a result of the acts or omissions of any exchange 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 connec-tion hereby;

v 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;

vi Saxo Bank's obligation to deliver investments to the Client or to account to the Client or any other person on the Client's behalf for the proceeds of sale of investments 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;

vii Saxo Bank may, without prior notice, in whole or in part, on a permanent or temporary basis withdraw any account facility provided by Saxo Bank to the Client. Situations where Saxo Bank may take such action include situations where:

viii Saxo Bank considers that the Client may be in possession of Inside Information;

ix Saxo Bank considers that there are abnormal trading conditions;

x Saxo Bank is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.

4.7 Trading in securities is subject to the Danish Executive Act on Investor Protection no 809 of 29 June 2007 as amended from time to time. Saxo Bank does not undertake any obligation to provide individual advice, information or recommadation in respect of financial products not regulated by said Executive Act.

4.8 Normally Saxo Bank shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to

tax implications of the respective Services.

4.9 Notwithstanding any other provision of the Terms, in providing its Services, Saxo Bank shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

5. DEALINGS BETWEEN SAXO BANK AND THE CLIENT

5.1 The Client may provide Saxo Bank with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below). Saxo Bank shall acknowledge the reception of the instructions orally or in writing, as appropriate.

5.2 The Client shall inform Saxo Bank in writing of the persons the Client has granted a Power of Attorney to instruct Saxo Bank on behalf of the Client. For practical reasons, Saxo Bank can only undertake to register one Power of Attorney for the Client. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to Saxo Bank in writing. Saxo Bank is in accordance with general rules regarding Power of Attorneys entitled to receive instructions from any person authorised by the Client as well as persons who appear authorised.

5.3 The Trading Platform provides a possibility for execution of certain Contracts. Furthermore, details regarding Accounts, Settlement/Trade Confirmations, Client Classification, and messages from Saxo Bank to the Client are available on the Trading Platform. In addition to the terms listed on Saxo Bank's website, the following terms apply to Contracts executed on the internet:

i Saxo Bank shall not undertake the risk for towards Client for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless Saxo Bank has exercised gross negligence in connection herewith;

ii Saxo Bank may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and Saxo Bank the price offered by Saxo Bank may have changed before an order from the Client is received by Saxo Bank. If automatic order execution is offered to the Client, Saxo Bank shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;

iii The Trading Platform may be available in several ver-sions, which may be differentiated in various aspects including, but not limited to the level of security ap-plied, products and services available etc. 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;

iv The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other per-sonal identification means implemented to identify the Client;

v The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;

vi The Client shall be liable to Saxo Bank for Contracts executed by means of the Client's password even if such use might be unauthorised or wrongful;

vii Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by Saxo Bank or made available to the Client on the Trading Platform which alone constitute Saxo Bank's confirmation of execution.

5.4 Any instruction sent via the Trading Platform or by e-mail by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between Saxo Bank and the Client when such instruction has been recorded as executed by Saxo Bank and confirmed by Saxo Bank to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between Saxo Bank and the Client.

5.5 The Client shall promptly give any instructions to Saxo Bank, which Saxo Bank may require. If the Client does not give such instructions promptly, Saxo Bank may, at its reasonable 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 when Saxo Bank is unable to obtain contact with the Client.

5.6 If the Client does not provide Saxo Bank with notice of its intention to exercise an option or another Contract which requires an instruction from the Client at the time stipulated by Saxo Bank, Saxo Bank may treat the option or Contract as abandoned by the Client. If a Contract can be prolonged on expiry, Saxo Bank may at its reasonable discretion chose to prolong or to close such Contract.

5.7 Saxo Bank may (but shall not in any circumstances be 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.

5.8 Pursuant to general rules regarding power of attorney the Client is accountable to Saxo Bank for losses which Saxo Bank may suffer as a result of instructions from a person who has explicitly or tacit power of attorney to give Saxo Bank instructions on behalf of the Client.

5.9 Saxo Bank may refuse to act upon any instruction from any person authorised by the Client if Saxo Bank can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to legislation on money laundering or insider trading, or if the disposal by Saxo Bank's reasonable discretion will put the Clients and/or the bank's economic solidity at risk.

5.10 In general, Saxo Bank shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the bank's Best Execution Policy. However if, after instructions are received, Saxo Bank believes that it is not reasonably practicable to act upon such instructions within a reasonable time, Saxo Bank may defer acting upon those instructions until it is, in Saxo Bank's reasonable opinion, practicable to do so or notify the Client that Saxo Bank is refusing to act upon such instructions.

5.11 It is possible that errors may occur in the prices of transactions quoted by Saxo Bank. In such circumstances, without prejudice to any rights it may have under Danish law, Saxo Bank shall not be bound by any Contract which purports to have been made (whether or not confirmed by Saxo Bank) at a price which:

i Saxo Bank is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or

ii Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.

In which case Saxo Bank reserves the right to either 1) cancel the trade alltogether or 2) correct the erroneus price at which the trade was done to either the price at which Saxo Bank hedged the trade or alternatively to the historic correct market price

5.12 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by Saxo Bank. Provided that Saxo Bank can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided Saxo Bank can render probable that the Client, based on its trading strategy or other provable behaviour, deliberate and/or systematically has exploited or attempted to exploit such an error, Saxo Bank is entitled to take one or more of the following countermeasures:

i Adjust the price spreads 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 Saxo Bank con document have been gained through such abuse of liquidity at any time during the client relationship; and/or
iv Terminate the client relationship immediately by giving written notice.

5.13 If the Client is more than one person (for example, joint accountholders):
i the liabilities of each such person shall be direct, joint and several;
ii Saxo Bank may act upon instructions received from any one person who is, or appears to Saxo Bank to be, such a person, whether or not such person is an Authorised Person;
iii any notice or other communication provided by Saxo Bank to one such person shall be deemed to have been provided to all such persons; and
iv the rights of Saxo Bank under Clause 19 shall apply if an event described in Clause 19 shall be deemed to have occurred in respect of any one of such persons.

5.14 The Client agrees that Saxo Bank may record all telephone conversations, internet conversations (chat), and meetings between the Client and Saxo Bank and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom Saxo Bank at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between Saxo Bank and the Client. However, 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. Consequently, the Client should not rely on such recordings to be available.

5.15 When the Client instructs Saxo Bank to enter into a position opposite to one or more of the Client's open positions, Saxo Bank will close out the opposite position in accordance with the FIFO principles unless the position has related orders or otherwise agreed.

5.16 The Client Acknowledges that Saxo Bank has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the on the same account, but also when they are held on separate accounts.

5.17 If the Client operates several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), Saxo Bank shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

6. MONEY TRANSFERS TO THE CLIENTS ACCOUNT AT SAXO BANK

6.1 When the Client transfers money from an account in another bank the money is normally booked on the Client's account on the first Business Day after Saxo Bank has received the money. The Client is made aware that it may take up to five Business Days from the remitter bank transfers the money till Saxo Bank receives it.

6.2 The Client is made aware, that special events as described in Clause 29.4 can course the booking of the money to be delayed by up to three Business Days from the day that Saxo Bank receives it.

6.3 When the Client transfers money between two accounts held with Saxo Bank the money is booked on both accounts on the day of the transfer.

6.4 The Client may expect that the money is available on the account after twelve o'clock CET on the day it is booked.

7. MARGINS, SECURITY, PAYMENTS AND DELIVERY

7.1 The Client shall pay to Saxo Bank on demand:

i such sums of money by way of deposits, or as initial or variation margin as Saxo Bank may require. In the case of a Contract effected by Saxo Bank on an exchange, such margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional margin that Saxo Bank at its reasonable discretion may require;

ii such sums of money as may from time to time be due to Saxo Bank under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account; and

iii such sums of money as Saxo Bank may from time to time require as security for the Client's obligations to Saxo Bank.

iv any amount to maintain a positive cash-balance on any and all Account(s).

7.2 If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to Saxo Bank such additional amount to ensure that the amount actually received by Saxo Bank will equal the full amount Saxo Bank would have received had no price fluctuations, withholding or deduction been made.

7.3 Payments into the Client's account are deposited by Saxo Bank on the condition of Saxo Bank receiving 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.

7.4 With the prior written agreement of Saxo Bank on each occasion, the Client may deposit Security with Saxo Bank or provide Saxo Bank with a guarantee or indemnity from a person and in a form acceptable to Saxo Bank instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that Saxo Bank at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to Saxo Bank's demand towards the Client and Saxo Bank may continuously change such value of Security without prior notice to the Client.

7.5 The Client is made aware that securities held or deposited on the Client's account with Saxo Bank the Client cannot put up as collateral or guarantee for any of the Client's obligations towards a third party other than entities in the Saxo Bank Group. Any pledge of securities towards another Saxo Bank entity is subject to the approval of Saxo Bank A/S.

7.6 Any Security will be held by an intermediate broker or eligible custodian, appointed by Saxo Bank, and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.

7.7 Saxo Bank is with the Client's specific consent entitled to:

i pass on any money or Security received from the Client in order to satisfy Saxo Bank's obligations to any third party;

ii charge, pledge or grant any security arrangement over Security in order to satisfy Saxo Bank's obligations to any third party in which case the Security may or may not be registered in the Client's name;

iii lend Security to any third party in which case the Security may or may not be registered in the Client's name; and

iv return to the Client other Security than the original Security.

7.8 Saxo Bank shall not be obliged to account to the Client for any income received by Saxo Bank as a result of carrying out any of the activities described in this Clause.

7.9 The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with 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 third party.

7.10 If the Client fails to provide any margin, deposit or other sum due under the Terms in respect of any transaction Saxo Bank may close any open position without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to Saxo Bank. This is further regulated in Clause 8.2 and Clause 19.

7.11 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 Commission, Charges & Margin Schedule (cf. Clause 11.3).

7.12 The Client is advised that Saxo Bank shall have the right, in addition to any other rights it may have under the Terms, or under Danish law in general, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. Situations where Saxo Bank may exercise such right include, but are not limited to, 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; or
iii the value of the Client's Security (as determined by Saxo Bank in accordance with Clause 7.4) falls below the minimum margin requirement as defined in Saxo Bank's Commissions, Charges & Margin Schedule.
iv the Client has a negative cash-balance on any Account.

8. MARGIN TRADES

8.1 On the date of the opening of a Margin Trade between Saxo Bank and the Client, Saxo Bank may require the Client to have margin on the Account at least equivalent to Saxo Bank's initial margin requirement.

8.2 Saxo Bank's margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient margin is available on the Account at any time. If practicably possible Saxo Bank shall notify the Client if the margin requirements are not met. If, at any time during the term of a Margin Trade, the margin available on the Account is not sufficient to cover Saxo Bank's margin requirement, the Client is obliged to reduce the amount of open Margin Trades or transfer adequate funds to Saxo Bank. Even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to Saxo Bank, Saxo Bank may close one, several or all of the Client's Margin Trades or part of a Margin Trade and/or liquidate or sell securities or other property at the Client's account at its sole discretion without assuming any responsibility towards the Client for such action.

8.3 If Saxo Bank due to insufficient margin cf. Clause 8.2 may close one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by Saxo Bank that all of the Client's open Margin Trades will be closed.

8.4 If the Client has opened more than one Account, Saxo Bank is entitled to transfer money or Security from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.

8.5 Saxo Bank's general margin requirements for different types of Margin Trades are displayed on Saxo Bank's website. However, Saxo Bank reserves the right to determine specific margin requirements for individual Margin Trades.

8.6 The Client is specifically made aware that the margin requirements are subject to change without notice. When a Margin Trade has been opened, Saxo Bank is not allowed to close the Margin Trade at its discretion but only at the Client's instruction or according to Saxo Bank's rights under the Terms. However, Saxo Bank will increase the margin requirements if Saxo Bank considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

9. ACCOUNTS

9.1 Saxo Bank will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by Saxo Bank with or for the Client and in respect of any open position closed by Saxo Bank for the Client. Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

9.2 An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during Saxo Bank's opening hours. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting the Terms the Client agrees not to receive any Account Statements or Account Summaries in printed form from Saxo Bank other than upon specific request.

9.3 Any notice or other communication to be provided by Saxo Bank under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by Saxo Bank at its option to the Client in electronic form by 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 message is considered received by the Client when sent from Saxo Bank. Saxo Bank is not responsible for any delay, alteration, re-direction or any other modification the 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 stand in the way of the Client receiving e-mails or get access to the Trading Platform from Saxo Bank.

9.4 The Client is obliged to verify the contents of each document, including documents sent in electronic form from Saxo Bank. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies Saxo Bank in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or

Contract, which should have produced a Settlement/ Trade Confirmations or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform Saxo Bank immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at Saxo Bank's reasonable discretion be deemed non-existent.

10. COMMISSIONS, CHARGES, AND OTHER COSTS

10.1 The Client shall be obliged to pay to Saxo Bank the commissions and charges set out in the Commission, Charges & Margin Schedule.

10.2 Saxo Bank may vary such 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 are:

i Changes in the relationship with Saxo Bank's counterparties, which affect Saxo Banks cost strutures;
ii Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to the Client by Saxo Bank.

10.3 Saxo Bank may vary such commissions and charges with one month's notice if:

i market conditions, including competitive behaviour, call for changes to Saxo Bank conditions;
ii Saxo Bank for commercial reasons wishes to change its general cost and pricing structure;
iii significant particulars of the Client, based on which individual conditions were provided, have changed.

10.4 In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by Saxo Bank in connection with any Contract and/or in connection with maintaining the Client relationship.

10.5 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 security deposits, and any expenses of Saxo Bank in relation to a pledge, if provided, including any insurance premium payments; and
v any expenses of Saxo Bank in connection with auditor's comments/reports if such is requested by the customer.

10.6 The 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 can be combined. Saxo Bank reserves the right to introduce new fees.

10.7 Saxo Bank may share commissions and charges with its associates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts entered into by Saxo Bank. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. Saxo Bank (or any associate) may benefit from commission, mark-up, mark-down or any other remuneration where it acts for the Counterparty to a Contract.

10.8 Saxo Bank will upon reasonable request and to the extend possible disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid by Saxo Bank to any Introducing Broker or other third party.

10.9 Unless specified otherwise in the Terms, all amounts due to Saxo Bank (or Agents used by Saxo Bank) under the Terms shall, at Saxo Bank's option:

i be deducted from any funds held by Saxo Bank for the Client; or
ii be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

10.10 In respect of any transactions to be effected OTC, Saxo Bank shall be entitled to quote prices at which it is prepared to trade with the Client. Save where Saxo Bank exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

10.11 Furthermore, the Client acknowledges, recognises and accepts that the procedures described in Clause 11 and Clause 13 may result in additional indirect costs for the Client.

11. INTEREST AND CURRENCY CONVERSIONS

11.1 Subject to the Clause below and save as otherwise agreed in writing, Saxo Bank shall not be liable to:

i pay interest to the Client on 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 such sums or in connection with any Contract.

11.2 The Client is entitled to interest on the basis of the Client's positive Net Free Equity in accordance with the terms in Saxo Bank's Commissions, Charges & Margin Schedule.

11.3 The Client is obliged to pay interest on the basis of the Client's negative Net Free Equity in accordance with the terms in Saxo Bank's Commissions, Charges & Margin Schedule.

11.4 Saxo Bank may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond Saxo Bank's control. Such circumstances are:

i Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to Saxo Bank;

ii Other changes in the general interest level, including in the money and bond markets, that is of importance to Saxo Bank;

iii Changes in the relationship with Saxo Bank's Counterparties, which affect Saxo Banks cost structures.

11.5 Saxo Bank may vary such interest rates with one month's notice if:

i market conditions, including competitive behaviour, call for a change to Saxo Bank conditions;

ii Saxo Bank wishes to change its general commission, fee and pricing structure for commercial reasons;

iii changes to significant particulars of the Client, based on which individual conditions were provided, occurs.

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

i any realised gains, losses, option premiums, commis-sions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;

ii any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset de-nominated in a currency other than the Client's base currency;

iii any monies held by Saxo Bank for the Client into such other currency as Saxo Bank considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

11.7 Whenever Saxo Bank conducts currency conversions, Saxo Bank will do so at such reasonable rate of exchange as Saxo Bank selects. Saxo Bank shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Commission, Charges & Margin Schedule.

12. PLEDGE AGREEMENT

12.1 Any and all Security transferred to Saxo Bank by the Client or held by Saxo Bank or by Saxo Bank's Counterparties on behalf of the Client is pledged as a security for any liability that the Client may have or get towards Saxo Bank. Without limitation such Security shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on Saxo Bank's books, and the value of the Client's open positions with Saxo Bank.

12.2 If the Client fails to fulfill any obligation under the Terms, Saxo Bank is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that Saxo Bank in its reasonable discretion determines and at the price that Saxo Bank in its reasonable discretion determines to be the best obtainable.

13. NETTING AGREEMENT

13.1 If on any date the same amounts are payable under the Terms by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by Saxo Bank in accordance with the principles referred to in Clause 11.

13.2 If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.

13.3 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. The Client shall bear all the charges and any other costs associated with such netting.

13.4 If the Client relationship is terminated according to Clause 19, the claims that the parties have against each other shall

be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.

13.5 Rates based on which the Contracts shall be closed shall be market rates applicable on the day on which Saxo Bank decides to close the Contracts.

13.6 Saxo Bank may at its reasonable discretion determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems.

13.7 When determining the value of the Contracts to be netted, Saxo Bank shall apply its usual spreads and include all costs and other charges.

13.8 This netting agreement shall be binding towards the estate and creditors of the parties to the client relationship.

14. MARKET MAKING

14.1 When Saxo Bank executes orders as Agent for the Client on a recognised stock or futures exchange, Saxo Bank will not be a party to such a trade as such orders will be executed in the trading system of the relevant exchange at the best price and the most favourable conditions available at the time of the order or according to the Client's specific instructions, e.g. in a situation where the Client has chosen to limit the order. Saxo Bank will not include any additional spread in the price of the execution achieved for the Client but will be remunerated according to the Commission, Charges & Margin Schedule.

14.2 The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, Saxo Bank may act as a Market Maker.

14.3 Saxo Bank will, upon the Client's written request, in general disclose to the Client whether Saxo Bank may act as a Market Maker in a certain instrument.

14.4 When acting as a Market Maker, Saxo Bank will under normal market circumstances quote the Client bid and ask prices.

14.5 In order for Saxo Bank to quote prices with the swiftness normally associated with speculative trading, Saxo Bank may have to rely on available price or availability information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if Saxo Bank has acted in good faith when providing the price to the Client, Saxo Bank may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

14.6 Following execution of any position with a Client, Saxo Bank may at Saxo Bank's reasonable discretion subsequently offset each such client position with another client position, or a position with one of Saxo Bank's Counterparties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in Saxo Bank offsetting client positions at prices different - sometimes significantly different - from prices quoted to clients, resulting in trading profits or losses for Saxo Bank. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with Saxo Bank and the price at which Saxo Bank subsequently traded with Counterparties and/or other clients) due to any profits realised by Saxo Bank as a result of the Market Making function. However the Market Making function may involve significant costs to Saxo Bank if the market moves against Saxo Bank as compared to the price at which Saxo Bank traded with the Client.

14.7 The Client accepts that Saxo Bank in such markets where Saxo Bank acts as Market Maker, may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between Saxo Bank and the Client, cf. Clause 16.

14.8 In markets, where Saxo Bank acts as a Market Maker, the Client accepts that Saxo Bank has no obligation to quote prices to clients at all times in any given market, nor to quote such prices to clients with a specific maximum spread.

14.9 In markets, where Saxo Bank acts as a Market Maker, Saxo Bank may or may not charge commissions. However, irrespective of whether or not Saxo Bank charges any commissions, the Client accepts that Saxo Bank will seek to make additional profits out of its performance as a Market Maker and the size of any such profits may be considerable if and when compared with the Client's margin deposit.

14.10 The Client acknowledges, recognises and accepts that the price quoted to the Client includes a spread when compared with the price to which Saxo Bank may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognises and accepts that said spread constitutes remuneration to Saxo Bank and that such spread not necessarily can be calculated for all Contracts and that such spread will not be specified at the Settlement/Trade Confirmation or otherwise revealed to the Client.

14.11 The Client acknowledges, recognizes and accepts that Saxo Bank quotes variable spreads on options. The Client

is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond Saxo Bank's control. Saxo Bank does not guarantee any maximum or minimum quotable option spreads.

14.12 Any commission costs, interest charges, costs associated to and included in the spreads quoted by Saxo Bank as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative affect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

14.13 Whilst dealing spreads and commissions are normally considered moderate seen in relation to the value of the assets traded, such costs may be considerable when compared with the Client's margin deposit. As a consequence thereof the Client's margin deposit may be depleted by trading losses that the Client may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees as well as the said not visible costs for the Client, caused by Saxo Bank's performance as a Market Maker.

14.14 If the Client is an active trader and is undertaking numerous transactions, the total impact of as well visible as not visible costs may be significant. Consequently the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with Saxo Bank. For very active Clients, such costs may over time exceed the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction.

14.15 The Client is specifically made aware that in the area of market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by Saxo Bank performing in its capacity as a Market Maker.

14.16 Saxo Bank's performance as a Market Maker may negatively affect the Client's Account with Saxo Bank and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.

14.17 Saxo Bank is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges and fees.

14.18 The Client is specifically made aware that CFD Contracts may be OTC products quoted by Saxo Bank whilst operating as a Market Maker and not traded on a recognised stock exchange. As a result, the description above of the implied, not visible costs related to Saxo Bank's performance as a Market Maker may also apply to any CFD Con-

15. AGGREGATION AND SPLIT

15.1 Saxo Bank is in accordance with the bank's Best Execution Policy entitled to aggregate the Client's orders with the bank's own orders, orders of any of the bank's associates and/or persons connected with Saxo Bank including employees and other clients. Furthermore, Saxo Bank may split the Client's orders when executing these. The orders will only be aggregated or split if Saxo Bank reasonably believes it to be in the best interest of the Client. On some occasions aggregation and split of the Client's order may result in the Client obtaining a less favourable price than if the Client's orders had been executed respectively separately or mutually.

16. CONFLICTS OF INTEREST

16.1 Saxo Bank, its associates or other persons or companies connected with Saxo Bank may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by Saxo Bank, under the Terms. By accepting the Terms and Saxo Bank's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that Saxo Bank may transact such business without prior reference to any potential specific conflict of interest.

17. SAXO BANK'S COUNTERPARTIES

17.1 In order to give effect to the Client's instructions, Saxo Bank may instruct a Counterparty selected at Saxo Bank's discretion and Saxo Bank shall do so where the transaction is to be subject to the rules of an exchange or market of which Saxo Bank is not a member.

17.2 Saxo Bank shall not be responsible for errors committed by such Counterparties unless it is proven that Saxo Bank has not acted with sufficient care when selecting the Counterparty.

18. INTRODUCING BROKERS

18.1 The Client may have been referred to Saxo Bank by an Introducing Broker. If so, 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 authorised to make any representations concerning Saxo Bank or the bank's Services.

18.2 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.

18.3 The Client is also specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs for the client because the Introducing Broker can deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Clients account either by the Introducing Broker or the Client.

18.4 If the Introducing Broker undertakes any deductions from the Client's Trading 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.

18.5 Saxo Bank shall have no responsibility or liability to the Client in following the instructions given by the Introducing Broker. Saxo Bank is under no obligation to supervise or otherwise know or review the payment instructions or any other acts, including but not limited to the trading, of the Introducing Broker.

18.6 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 responsibility for correctly assessing whether the size of the total commissions, fees, price or interest/financing rate adjustments for trades conducted paid from the Client's account makes trading commercially viable, is the combined responsibility of the Client and the Introducing Broker. Saxo Bank only acts as the custodian and principal broker, and therefore is not responsible for the size of the commissions and fees as well as price or interest rate paid by the Client.

18.7 Any commissions, fees, price or interest/financing rate adjustments for trades conducted may be shared between the Introducing Broker, Saxo Bank and third parties according to the Introducing Broker's written instructions and/or at Saxo Bank' discretion.

19. DEFAULT AND DEFAULT REMEDIES

19.1 The provisions contained in this Clause supplement any other rights that Saxo Bank or any of its associates have according to the Terms, including but not limited to the Pledge Agreement referred to in Clause 12, and furthermore any other rights Saxo Bank has according to Danish law.

19.2 Saxo Bank reserves the right to retain, or make deductions from, any amounts which Saxo Bank owes to or is holding for the Client if any amounts are due from the Client to Saxo Bank or the bank's associates.

19.3 The Client authorises Saxo Bank, at Saxo Bank's discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which Saxo Bank or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to Saxo Bank or to Saxo Bank's associates.

19.4 Each and any of the following events shall constitute an Event of Default:

i if the Client fails to make any payment or fails to do any other act required under the Terms or by Saxo Bank at its reasonable discretion;

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 assets for delivery, or take delivery of assets, under any Contract on the first due date;

iv if the Client dies or becomes of unsound mind;

v if an application is made in respect of the Client for any action pursuant to the Danish Bankruptcy Act or any equivalent act applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;

vi if a petition is presented for the winding-up or administration of the Client;

vii if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of Saxo Bank);

viii if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;

ix if any security created by any mortgage or charge becomes enforceable against the Client and the mort-gagee or chargee takes steps to enforce the security or charge;

x if any indebtedness of the Client or any of its subsidiaries 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) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;

xi if the Client fails to fully comply with obligations under the Terms or any Contract, including refrains from complying with Margin requirements;

xii if any of the representations or warranties given by the Client are, or become, untrue;

xiii if Saxo Bank or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or

xiv if Saxo Bank reasonably considers it necessary for its own protection or the protection of its associates.

19.5 Upon the existence of an Event of Default, Saxo Bank shall at its discretion be entitled to:

i to sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of Saxo Bank or any of its associates or Agents or call on any guarantee;
ii to buy any Security, 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 and the Client shall reimburse Saxo Bank for the full amount of the purchase price plus any associated costs and expenses;
iii to deliver any Security investment or property to any third party, or otherwise take any action Saxo Bank considers to be desirable in order to close any Contract;
iv to require the Client immediately to close and settle a Contract in such manner as Saxo Bank may in its reasonable discretion request;
v to 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; and
vi to reinvoice all or part of any assets standing to the debit or credit of any Account (including commuting Saxo Bank's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by Saxo Bank at its reasonable discretion) on the date reinvoicing takes place).

19.6 The Client authorises Saxo Bank to take any or all of the steps described in this Clause without notice to the Client and acknowledges that Saxo Bank shall not be responsible for any consequences of it taking any such steps, unless Saxo Bank has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as Saxo Bank may request in order to protect the rights of Saxo Bank and its associates under the Terms or under any agreement the Client may have entered into with Saxo Bank's associates.

19.7 If Saxo Bank exercises its rights to sell any Security or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to Saxo Bank or to Saxo Bank's associates.

19.8 Without prejudice to Saxo Bank's other rights under the Terms or under prevailing law, Saxo Bank may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with Saxo Bank or any of its associates and off-set any and all amounts owed to, or by, Saxo Bank or any of its associates in such manner as Saxo Bank at its reasonable discretion may determine.

20. CLIENT WARRANTIES & REPRESENTATIONS

20.1 The Client warrants and represents that:

i it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Terms or any Contract or transaction contemplated by the Terms;
ii it has obtained all necessary consents and has the authority to operate according to the Terms (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
iii investments or other assets supplied by the Client for any purpose shall, subject to the Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
iv it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
v the information provided by the Client to Saxo Bank is complete, accurate and not misleading in any material respect.

20.2 The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to Saxo Bank.

21. INDEMNITY AND LIMITATIONS OF LIABILITY

21.1 The Client is obliged to compensate 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 the Terms;
ii Saxo Bank entering into any transaction or Contract; or
iii Saxo Bank taking any of the steps which Saxo Bank is entitled to take in an Event of Default;

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.

21.2 This right to compensation shall survive any termination of the Client relationship.

21.3 Saxo Bank shall not be liable for:

i any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection 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 the Terms, or;

iii any consequential or other indirect loss suffered or incurred by the Client whether arising from Saxo Bank's negligence or otherwise.

21.4 Especially, the Client acknowledges, recognises and accepts that any market recommendation and any information communicated by Saxo Bank does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that 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 that such information may be incomplete and may be unverified and unverifiable. Saxo Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

22. CONFIDENTIALITY AND SAXO BANK'S DISCLOSURE OF INFORMATION

22.1 Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfil its obligations pursuant to these Terms.

22.2 By accepting the Terms the Client authorises Saxo Bank to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore Saxo Bank may disclose requested and relevant 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.

22.3 By accepting the Terms the Client permits Saxo Bank to share personal information submitted by the Client to Saxo Bank with any duly licensed financial entity within the Saxo Bank Group in accordance with the Danish Act on Processing of Personal Data. Furthermore, Saxo Bank may use such information in any entity within the Saxo Bank Group for the purpose of providing trade recommendations, trading activities, sales and marketing information including new products and services, and Saxo Bank may share such information with a third party agency working on behalf of Saxo Bank with the purpose of performing client analysis for the use of Saxo Bank´s sales and marketing. Furthermore, Saxo Bank may share such information with any introducing broker for the purpose of completing the due diligence and approving of account applications.

23. COOLING OFF

23.1 The "cooling off" rules of the Danish Consumer Protection Act do not apply to agreements concerning securities or financial services as offered by Saxo Bank, cf. the Danish Consumer Protection Act section 17, subsection 2, no. 3. The client relationship between Saxo Bank and the Client may be terminated immediately according to Clause 25. Saxo Bank shall charge no separate fees for opening and closure of trading accounts, except for Saxo Bank's applicable trading commissions related to closure of any open positions.

24. AMENDMENTS

24.1 Saxo Bank is entitled to amend the Terms at any time by giving a notice of minimum 30 days, including but not limited to notice given by e-mail, to the Client. Such changes shall become effective on the date specified in the notice.

25. TERMINATION

25.1 The Client relationship shall remain in force until terminated.

25.2 Either party is entitled to terminate the Client relationship immediately by giving written notice to the other party. Termination shall not affect any accrued rights and obligations.

25.3 On termination, Saxo Bank and the Client undertake to complete all Contracts that are already entered into or under execution and the Terms shall continue to bind both parties in relation to such transactions. Saxo Bank is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between Saxo Bank and the Client are closed. Furthermore, Saxo Bank is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

26. REGULATORY AUTHORITY AND THE GUARANTEE FUND FOR DEPOSITORS AND INVESTORS

26.1 Saxo Bank is regulated by the Danish Financial Supervisory Authority.

26.2 The Client's funds will not necessarily be segregated from Saxo Bank's funds. It may be used by Saxo Bank in the course of Saxo Bank's business.

26.3 The Client's deposit is protected in case of Saxo Bank's bankruptcy in accordance with the Danish regulation hereof. As a result for cash deposits the client will have an unsecured claim against the bankrupt estate as an ordinary creditor whereas the Client for securities will have a secured claim provided that the Client's securities are duly separated from other Client's and Saxo Bank's own securities.

26.4 Should the Client not obtain full coverage for its cash deposits The Danish Guarantee Fund for Depositors and Investors provides coverage for up to DKK 300,000 in accordance with The Guarantee Fund for Depositors and Investors Act

26.5 Should the Client not obtain status as secured creditor for its securities The Guarantee Fund for Depositors and Investors provides coverage for securities up to EUR 20,000 in accordance with The Guarantee Fund for Depositors and Investors Act.

27. COMPLAINTS AND DISPUTES

27.1 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 file a written complaint with the Legal Department in Saxo Bank. The Legal Department is hereafter obliged to investigate the complaint promptly and fully.

27.2 In the event the Client is not satisfied with Legal Department's response, the Client may file a complaint to Pengeinstitut-ankenævnet, Østerbrogade 62, 4., DK-2100 København Ø, Denmark.

27.3 Without prejudice to any of Saxo Bank's other rights under the Terms, in case of a dispute between the Client and Saxo Bank over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, Saxo Bank is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if Saxo Bank reasonably 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 in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If Saxo Bank closes a Margin Trade under this Clause such action shall be without prejudice to Saxo Bank's right to contend that such Margin Trade had already been closed by Saxo Bank or was never opened by the Client. Saxo Bank shall take reasonable steps to inform the Client that Saxo Bank has taken such action as soon as practicable after doing so. Where Saxo Bank closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with the Terms. When calculating margin or other funds required for such Margin Trade, Saxo Bank is entitled to do so on the basis that Saxo Bank's view of the disputed events or instructions is correct.

28. GOVERNING LAW AND CHOICE OF JURISDICTION

28.1 The Client relationship and Terms are subject to and shall be construed in accordance with Danish law as the sole and exclusive governing law.

28.2 The Client and Saxo Bank have agreed that the Maritime & Commercial Court of Copenhagen shall have exclusive jurisdiction and be the sole and exclusive venue in disputes regarding the client relationship and the Terms and any and all dealings between the Client and Saxo Bank. 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.

28.3 This Clause shall survive any termination of the Client relationship.

29. MISCELLANEOUS

29.1 If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

29.2 Saxo Bank shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under the Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of Saxo Bank's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that Saxo Bank is a party to the conflict and including cases

where only part of Saxo Bank's functions are affected by such events.

29.3 If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development – may lead to a significant deficit not covered by the Client's deposits and/or margin with Saxo Bank, the Bank may in its reasonable discretion (i) increase the margin requirements and/or (ii) reduce the Client's exposure by closing one or more or all of the client's open positions.

29.4 Furthermore, Saxo Bank is entitled, in its reasonable opinion, to determine that an emergency or an exceptional market condition exists. Such conditions shall include, but is not limited to, the suspension or closure of any market or the abandonment or failure of any event to which Saxo Bank relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or Saxo Bank's reasonable anticipation of the occurrence of such a movement. In such cases Saxo Bank may increase its margin requirements, close any or all of the Client's open Margin Trades and/or suspend or modify the application of all or any of the Terms, including but not limited to, altering the last time for trading a particular Margin Trade, to the extend that the condition makes it impossible or impracticable for Saxo Bank to comply with the term in question.

29.5 The Client may not assign its rights or delegate any of the Client's obligations under the Terms or according to any Contract to others whereas Saxo Bank may assign its rights or delegate its obligations to any regulated financial institution.

29.6 For various investments, instruments and groups of Clients, Saxo Bank may provide additional business terms. The Client acknowledges, understands and accepts that:

i such business terms made available to Clients shall constitute an addition to the Terms; and
ii the Client should not undertake any transaction un-less the business terms applicable for such invest-ment, instrument or group of Clients have been understood and accepted.

Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.

29.7 The rights and remedies contained in the Terms are cumulative and not exclusive of any rights or remedies provided by law.

29.8 No delay or omission on the part of Saxo Bank in exercising any right, power or remedy provided by law or under the 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.

29.9 No waiver of pleading a default of a clause in the 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.

29.10 The Client hereby ratifies all transactions with Saxo Bank effected prior to the Client's acceptance of the Terms and agrees that the rights and obligations of the Client in respect thereto shall be governed by the Terms.

29.11 By accepting the Terms on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorised to act on behalf of such corporation or legal entity and to bind the same to the Terms and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorised to bind the corporation or legal entity, Saxo Bank will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify Saxo Bank against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against Saxo Bank as a result of the signatory holding out to be authorised to act and bind any such corporation or legal entity.

29.12 Client shall be able to communicate with Saxo Bank in Danish, English or any other language as Saxo Bank may offer from time to time.

29.13 Saxo Bank or third parties may have provided the Client with translations of the Terms. The original Danish and English versions shall be the only legally binding versions for the Client and Saxo Bank. In case of discrepancies between the original Danish or English version and other translations in the Client's possession, the original Danish or English version provided by Saxo Bank on www.saxobank.com shall prevail.

29.14 The Client accepts that Saxo Bank may be closed on significant European holidays.

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

This brief statement, which constitutes an addition to the 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 requirements are 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 Futures 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 Futures 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 Security 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 requirements.

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.

SAXO LEGAL

These Terms are applicable from September 15, 2008 and shall remain effective until a more recent version is released. The prevailing version of the Terms is always available at www.saxobank.com.

SERIOUS TRADING. WORLDWIDE.

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SAXO BANK CAPITAL MARKETS

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