



# Euroclear Sweden AB

## **General Terms and Conditions for Euroclear Sweden's Internet based Service IssuerCorner – including Analys and BondPayments**

*This document is an English translation of the Swedish document "Allmänna villkor för Euroclear Swedens internetbaserade tjänst IssuerCorner – inklusive Analys och BondPayments". In case there are any discrepancies between the two documents, the Swedish document shall prevail.*

### **1. General**

These terms and conditions ("General Terms and Conditions") for Euroclear Sweden's Internet based service IssuerCorner ("IssuerCorner") are issued under the provisions of Euroclear Sweden Rules for Issuers and Issuer Agents and apply to the use of the following services ("the Services"). The General Terms and Conditions currently in force and applicable from time to time are available on Euroclear Sweden's web page ([www.euroclear.com/sweden](http://www.euroclear.com/sweden)).

### **2. The Services**

IssuerCorner includes the following services:

#### **2.1 Orders and deliveries**

##### Orders

- General meeting register of shareholders
- Share dividend
- Register of owners
- Address details

##### Deliveries

- General meeting register of shareholders
- Register of owners
- Address details
- Public shareholder register and public nominee register

#### **2.2 Analys**

##### Analys

- Access to Analys requires a special agreement ("the Agreement") and an order. Periodicity of shareholder details as well as additional services, is ordered using a certain form, designated by Euroclear Sweden, that is available on Euroclear Sweden's web page. Euroclear Sweden also provides additional services that can be distributed via e-mail.
- The Agreement enters into force on the day of signature and shall remain in force until terminated by either party with a notice period of one (1) month. Notice of termination shall be made in writing and sent by registered post.
- The Agreement may under all circumstances be terminated by either party immediately upon written notice if the other party should substantially fail to fulfil any of its obligations under the Agreement or according to these General Terms and Conditions and such failure should not be remedied within ten (10) days from having received a written request for such remedial action from the first party.

## **2.3 BondPayments**

### BondPayments

- BondPayments is a service where affiliated issuers may instruct interest payments and final payments for certain issued securities.
- Access to BondPayments requires an authorised signature by the issuer on the form "Authorisation form – BondPayments".

## **2.4 Changes and access to the Services**

Euroclear Sweden is entitled to effect changes in the Services. Information about changes is published on Euroclear Sweden's web page.

The Services are accessible via the portal [IssuerCorner](#). In the event that the Services are not obtainable, the issuer shall contact Euroclear Sweden in order to gain information on how the order and delivery of information shall be made.

## **3. Authorised persons and authorisations**

Only those appointed as authorised persons by an issuer affiliated to Euroclear Sweden ("The Customer") may use the Services. Authorised persons are:

- A contact person appointed by the Customer ("the Contact Person")
- Other person appointed by the Contact Person ("the Other User").

The Contact Person and the Other User (together "Authorised Persons") receive their authority to use the Services by submitting a power of attorney signed by an authorised signatory. The power of attorney can be found at Euroclear Sweden's web page. By submitting the power of attorney, the Contact Person will automatically gain access to the Services. The Other User will gain access to the Services in accordance with the information on the power of attorney.

Notification of change of Authorised Persons shall be made in writing by an authorised signatory

The Customer is liable for ensuring that Authorised Persons have the authority to act on behalf of the Customer in relation to Euroclear Sweden. The Customer is also liable for notifying any changes of Authorised Persons, in accordance with the above, in case the authority to act on behalf of the Customer should cease, for example in connection with termination of employment.

## **4. Security solution and user information**

Euroclear Sweden employs a security solution in the form of a two-factor authentication with the application of a one-time code.

Authorised persons according to section 3, are given a user name, a password and a one-time code by Euroclear Sweden. In conjunction with the use of the Services for the first time, Authorised Persons shall submit user details.

Since the Services require user information with a mobile phone number or an e-mail address, Authorised Persons must have access to a mobile phone or an e-mail address. A one-time code is sent each time Authorised persons wishes to connect up to the Services, via SMS or e-mail to the mobile phone number or e-mail address specified.

It is incumbent on the Customer not to reveal the user name or password information to any unauthorised person, and to ensure that details of user name and password are kept in such a way that an unauthorised person is not able to gain access to such information. Should any suspicion arise that an unauthorised person is aware of a user name and/or password, Euroclear Sweden shall immediately be informed of the fact. Furthermore, the Customer shall ensure that user information is constantly up-to-date and valid.

## **5. Personal Data**

Under the Swedish CSD and Financial Instruments Accounts Act (Sw. *Lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), Euroclear Sweden is considered controller for the processing of personal data that Euroclear Sweden conducts, within the framework of the VPC-system. The Customer acknowledges that the Customer is considered

controller of the processing of the personal data (shareholder information) included in the Services that the Customer conducts, in accordance with the European Union regulation (EU) 2016/679 ("GDPR"). The Customer undertakes to comply with the provisions of the GDPR when processing this personal data and is responsible for ensuring that third parties representing the Customer, or which the Customer otherwise appoints when using the Services, complies with the provisions of the GDPR when processing this personal data.

Euroclear Sweden reserves the right to immediately terminate the use of the Services in case the Customer does not comply with applicable rules on data protection or if Euroclear Sweden has reason to believe that the Customer will not comply with these rules.

## **6. Rights**

All intellectual property rights and technical solutions for IssuerCorner and any related services are the property of Euroclear Sweden.

## **7. Liability**

Euroclear Sweden shall not be held liable in any circumstances for any fault, delay, deficiency or interruption in IssuerCorner or the Services, and shall in no event be liable to pay damages or be deemed liable for any claim resulting from the Customer's use of such services.

No liability can be asserted against Euroclear Sweden as a result of modifications to IssuerCorner or the Services or to these General Terms and Conditions.

The Customer undertakes to hold Euroclear Sweden harmless for any loss incurred by Euroclear Sweden in conjunction with the Customer's utilisation of IssuerCorner or the Services, in breach of the General Terms and Conditions, applicable law, regulation, administrative order or accepted usage and good practice.

Should Euroclear Sweden deem that the Customer, a Contact Person or an Other User is utilising IssuerCorner or the Services in a manner that contravenes the General Terms and Conditions applicable at the time, Euroclear Sweden shall be entitled to immediately disconnect IssuerCorner or the Services, or any individual user of such service.

Delivery to the Customer is deemed to have taken place when the information ordered has been made available in IssuerCorner.

## **8. Fees**

For the use of the Services, the Customer shall pay the fees applicable by Euroclear Sweden from time to time. Euroclear Sweden reserves the right to change the fees. Any change of fees is published on Euroclear Sweden's web page at least 30 days before the change enter into force.

Euroclear Sweden reserves the right to invoice the Customer on a monthly basis with a due date of twenty (20) days. Euroclear Sweden is entitled to deny further access to the Services if payment of overdue invoices is not effected. The same applies if the Customer should suspend payments, go into bankruptcy or similar circumstances occur, or if the Customer does not comply with these General Terms and Conditions.

## **9. Changes in the General Terms and Conditions**

Euroclear Sweden reserves the right to make amendments or supplements to these General Terms and Conditions. Information about such changes is published on Euroclear Sweden's web page.

## **10. Applicable law and the settlement of disputes**

The interpretation and application of these General Terms and Conditions shall be governed by Swedish law. Disputes arising from these General Terms and Conditions between Euroclear Sweden and the Customer shall be conclusively determined by arbitration in accordance with the Swedish arbitration legislation in force at the time of the demand for arbitration. Any arbitration ruling shall be covered by confidentiality.

The rules of the Swedish Code of Judicial Procedure (Sw. *Rättegångsbalken*) shall be applied with regard to voting, joinder of actions and the division of court costs. The arbitration proceedings shall be held in Swedish and shall take place in Stockholm, Sweden.

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