

Parties

1. The Participating Entity

Company name	Business reg no
Address	

2. The Customer

Company name	Business reg no
Address	
E-mail address	

3. Nordea

Company name Nordea Bank Abp

The Customer and Nordea have entered into an e-Markets Customer Contract together with General Terms and Conditions for e-Markets (as amended from time to time) (the "Agreement"). Any term not defined in this e-Markets - Participation Agreement shall have the meaning set out in the Agreement.

The Participating Entity acknowledges that it has been informed about the content of the Agreement by the Customer and fully understands the terms of the Agreement and that the Customer is solely responsible for informing the Participating Entity of the Agreement and any amendments thereto.

By execution of this Participation Agreement the Participating Entity becomes a party to the Agreement and shall be bound by the provisions stipulated in the Agreement to apply to a Participating Entity and shall have the rights and obligations of a Participating Entity under the Agreement. The Customer shall be entitled to represent the Participating Entity in relation to Nordea and any Service Provider in all matters through e-Markets (or otherwise in connection with e-Markets), including, but not limited to, the entering into of Transactions, and in all matters relating to the Agreement (including, but not limited to, any amendments thereto).

The Participating Entity confirms that it is aware that Accessible Services are governed by their own terms and conditions, provided however that for certain Accessible Services the provisions set out in Clauses 16 to 19 of the General Terms and Conditions for e-Markets shall apply, unless a separate agreement has been entered into in relation to the Accessible Service in question. Access to Accessible Services is therefore generally subject to the Participating Entity having entered into an agreement concerning the said Accessible Service with the relevant Service Provider.

As further outlined in the General Terms and Conditions for e-Markets, the Participating Entity hereby agrees to the following:

- (i) Nordea may amend the Agreement unilaterally by publishing an updated agreement in e-Markets (please see Clause 25 of the General Terms and Conditions for e-Markets);
- (ii) Nordea is entitled to communicate with the Participating Entity by e-mail to the Participating Entity's e-mail address notified to Nordea for all purposes (within and outside the scope of e-Markets). The Participating Entity consents to such use of e-mail and understands and accepts the risks associated with using e-mail as a means of communication (please see Clause 29 of the General Terms and Conditions for e-Markets);
- (iii) The Participating Entity consents to the free dissemination and use, within the Nordea Group (including sub-contractors), of any information relating to it or its relationship with the Nordea Group, for the purpose of the general relationship between the Participating Entity and the Nordea Group, including the preparation and administration of the service, marketing of any product or service from a Nordea Company, business follow-up, method development, risk management as well as dissemination of information to sub-contractors (please see Clause 12 of the General Terms and Conditions for e-Markets);
- (iv) The Participating Entity consents that any information or confirmation where a Nordea Company is under obligation under law, regulation or agreement to provide the Participating Entity with information or a confirmation in writing, the information or confirmation may be provided to the Customer (for the Participating Entity) via e-Markets in electronic form. The Participating Entity agrees to be bound by the content of a confirmation relating to a Trading Agreement unless the Participating Entity has objected within the time period stipulated by Nordea. Each Trading Agreement and agreement regarding other Accessible Services with Nordea is subject to the amendments made through the Agreement. (Please see Clause 15 of the General Terms and Conditions for e-Markets); and
- (v) Nordea and the Participating Entity through the Customer can enter into, amend and terminate agreements electronically through e-Markets (please see Clause 20 of the General Terms and Conditions for e-Markets).

The Participating Entity hereby represents and warrants that it has full authority, power and capacity and that all necessary actions have been taken to enable the Participating Entity to enter into this Participation Agreement. This Agreement may be terminated as set out in Clause 7 of the General Terms and Conditions for e-Markets.

This Participation Agreement is governed by the law applying to the Agreement and any dispute hereunder shall be settled in the same manner as for the Agreement (see the e-Markets Customer Agreement together with Clause 31 in the General Terms and Conditions for e-Markets).

This Participation Agreements comes into effect when Nordea has accepted the Participating Entity and registered such in its systems.¹

Place and date		Place and date	
The Participating Entity		Customer	
Signatory's name in print	Signatory's name in print	Signatory's name in print	Signatory's name in print

¹ Please note that Participation Agreements may not be entered into with companies established in the U.S., Singapore or Poland (or such other country as notified by Nordea).