



GENERAL BUSINESS TERMS

April 2025



1. INTRODUCTION

1.1

These general business terms (hereinafter referred to as the “General Business Terms”) apply between C WorldWide Asset Management Fondsmæglerselskab A/S (hereinafter referred to as “CWW AM”) and clients who have entered into a client agreement with CWW AM (hereinafter referred to as the “Client” or “Clients”). A “Portfolio Management Agreement”, a “Cooperation Agreement”, an “Investment Advice and Execution of Orders Agreement” and an “Investment and Reimbursement Agreement” made with CWW AM will be deemed to be a client agreement under these General Business Terms. The General Business Terms can also be found on www.cworldwide.com.

1.2

If there are discrepancies between the client agreement and the General Business Terms the client agreement shall prevail.

1.3

Amendments to the General Business Terms will take effect for the Client 30 days after such Client has received notice of the amendments. Such notification may be effected by letter or e-mail.

2 CLIENT CATEGORISATION

2.1

CWW AM is required to categorise its Clients as professional clients or retail clients. Furthermore, a Client may be categorised as an eligible counterparty in connection with CWW AM executing or transmitting orders on behalf of the Client.



2.2

CWW AM's client categorisation appears from the Client's agreement with CWW AM and has been made on the basis of information available to CWW AM about the Client.

2.3

If the Client does not agree with the categorisation, or if the Client's circumstances relevant to the categorisation change materially, the Client must notify CWW AM thereof.

2.4

The Client is entitled to request a different categorisation, but CWW AM is under no obligation to grant the Client's request. CWW AM will in connection with a request for a different categorisation inform the Client about any limitations to the level of client protection that a different categorisation would entail.

3 ASSESSMENT OF SUITABILITY AND APPROPRIATENESS

3.1

When providing portfolio management and investment advice, CWW AM is required to collect certain information including:

- a) the knowledge and experience of the Client in the relevant investment field,
- b) the financial situation of the Client and the Client's ability to bear losses,
- c) the investment objective of the Client, including the Client's risk tolerance, and
- d) The Client's ESG preferences.



The above requirements will enable CWW AM to recommend to the Client the investment services and financial instruments that are best suited for the Client (assessment of suitability).

If CWW AM does not receive the required and updated information from the Client, CWW AM is not authorised to provide investment advice or implement portfolio management.

3.2

When providing other financial services than portfolio management and investment advice CWW AM is required to collect information from the Client on the knowledge and experience of the Client within the relevant investment area, enabling CWW AM to assess whether the investment service or investment product is appropriate for the Client (assessment of appropriateness).

3.3

The objective of the assessment of suitability and appropriateness is to enable CWW AM to act in the best interest of the Client.

3.4

It is important that the Client provides CWW AM with complete and accurate information. If the circumstances of the Client of importance to the suitability assessment or the assessment of appropriateness changes the Client shall notify CWW AM thereof.

4 TRADING IN FINANCIAL INSTRUMENTS AND BEST EXECUTION

4.1

When executing respectively receiving and transmitting the Client's orders and when trading for the Client in the course of managing the Client's



portfolio, CWW AM will take all sufficient steps to achieve the best possible results for the Client (“Best Execution”).

4.2

CWW AM’s procedures and execution and allocation policy (“Execution and Allocation Policy”) ensure that CWW AM can execute respectively receive and transmit the Client’s orders and trade on behalf of the Client, in the best possible way and with due regard to statutory execution requirements. The general principles applied by CWW AM when executing orders and completing transactions for the Client are further described in CWW AM’s Execution and Allocation Policy.

4.3

The Execution and Allocation Policy and list of principal trading venues will be provided to the Client before conclusion of an agreement. The Client has approved the Execution and Allocation Policy and specifically that CWW AM may execute the Clients orders outside a trading venue.

4.4

The Execution and Allocation Policy in force at any time is available on CWW AM’s homepage www.cworldwide.com. CWW AM can make the Execution and Allocation Policy in force at any time available to the Client on another webpage or on an investor portal by prior notification to the Client.

5 RISKS ASSOCIATED WITH INDUCEMENTS

5.1

Distribution fees and other inducements that shall be transferred to the Client, if any, are placed on a regular bank account belonging to CWW AM in the period from CWW AM’s receipt of the funds until they have been transferred to the Client. In case of CWW AM’s bankruptcy or insolvency the Client will have an unsecured claim against CWW AM or the bankruptcy estate of CWW AM and the funds can be lost wholly or in part.



6 ORDERS ETC.

6.1

CWW AM will execute the Client's order without delay, unless otherwise agreed.

6.2

When CWW AM has received the Client's order, it is binding on the Client.

6.3

CWW AM is obligated to record telephone conversations and store electronic communication between CWW AM and the Client, that will or might lead to transactions. The recordings and the electronic communication will be available for the Client by request for a period of 5 years or by request from the Danish FSA (Finanstilsynet) 7 years.

7 CWW AM'S RIGHT TO REFRAIN FROM EXECUTING AN ORDER

7.1

CWW AM reserves the right not to execute the Client's order. Failure to execute an order may be due to one of the following situations:

- CWW AM is unable of delivering/receiving the requested financial instruments.
- Special market conditions prevail.
- CWW AM suspects that the order is contrary to the law, including rules on market abuse.



7.2

The Client will be notified immediately if CWW AM decides not to execute an order.

8 TRADING COSTS

8.1

Transactions in financial instruments will settle directly between the Client and the counterparty. CWW AM will not take positions on its own books.

8.2

Transaction costs relating to the custodian bank and external brokerage costs incurred by CWW AM will be passed on to the Client.

8.3

All transaction costs will appear from the securities details received by the Client from CWW AM.

9 CONFLICTS OF INTEREST

9.1

CWW AM is keenly aware of current and potential conflicts of interest (i) between a Client and CWW AM, hereunder management and employees of CWW AM, or any other person who directly or indirectly is linked by control to CWW AM, or (ii) between two Clients, since this a prerequisite for being capable of treating its Clients fairly and orderly at all times.



9.2

Consequently, CWW AM has drawn up a written policy regarding conflicts of interest in order to avoid conflicts of interest. The policy includes descriptions of key areas and principles for dealing with such conflicts. The policy is intended to ensure that

- employees' own trading in financial instruments are carried out in an appropriate manner;
- front running does not occur;
- allocation of trades among Clients is made in a fair and objective manner and in accordance with the Execution and Allocation Policy of CWW AM.

9.3

The policy regarding conflicts of interest is available from CWW AM on request. In key areas, underlying procedures have been drawn up to deal with conflicts.

10 INDUCEMENTS ETC.

10.1

CWW AM provides investment management, marketing and distribution services to Investeringsforeningen C WorldWide (UCITS – Denmark) and C WorldWide (UCITS – Luxembourg) and is affiliated with the administration company C WorldWide Fund Management S.A.

10.2

CWW AM receives distribution fees in connection with the sale of units in the sub-funds of Investeringsforeningen C WorldWide (UCITS – Denmark) and C WorldWide (UCITS – Luxembourg). An overview of the distribution fees that CWW AM receives is set out in "Overview of distribution fees from partners". The current Overview of distribution fees is available on the webpage of CWW AM: www.cworldwide.com. CWW AM can make the



current Overview of distribution fees available to the Client on another webpage or on an investor portal by prior notification to the Client.

10.3

CWW AM may in addition receive minor non-monetary benefits, including access to conferences, seminars and meetings and food and drink connected therewith.

10.4

CWW AM will pay brokerage fees to brokers when placing purchase and sales orders in equities.

10.5

CWW AM does not use brokerage commissions paid by CWW AM's Clients accounts to obtain research (soft dollars). All research provided by brokers and consumed by CWW AM is paid for from a separate research payment account. CWW AM has established internal procedures to ensure that CWW AM does not receive research from brokers which is not paid for.

11 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

11.1

Any complaints about CWW AM must be filed in writing by letter or e-mail.

Clients may file complaints to:

C WorldWide Asset Management Fondsmaeglerselskab A/S
Attn.: Compliance
Dampfærgevej 26
2100 Copenhagen
Denmark

or by e-mail to: compliance@eworldwide.com



Additional information can be found on www.cworldwide.com

Unsolved disputes with CWW AM regarding the purchase of goods and services may (on the conditions described further below) be submitted to the following alternative dispute resolution board (ADR):

Ankenævnet for Fondsmæglerselskaber
C/O Det finansielle ankenævn
St. Kongensgade 62, 2. sal
1264 København K

www.fanke.dk/ankenævnet-for-fondsmaeglerselskaber/en/

The ADR only accepts complaints from consumers and equal client relationships. The ADR does not accept complaints regarding services if 1) the complaint concerns a transaction above DKK 500,000; or 2) the market value of the client's personal portfolio of financial instruments exceeds DKK 5 million at the time of submission of the complaint. The ADR charges a fee for the dispute resolution.

12 GUARANTEE SCHEME FOR INVESTORS

12.1

The Client may under certain circumstances receive compensation for losses suffered as a result of CWW AM's suspension of payments or insolvency from the guarantee fund "Garantiformuen" in accordance with the Danish Act on a Depositor and Investor Guarantee Scheme.

The coverage of the Fund also comprises clients of CWW AM's Swedish and Finnish branches.

Further information about the coverage etc. is available at the Guarantee Fund's website: <https://www.fs.dk/finansiel-stabilitet-at-a-glance>



13 DUTY OF CONFIDENTIALITY AND PROCESSING OF INFORMATION

13.1

CWW AM treats all information regarding the Client, including the Client's investment policy and assets and information regarding the client relationship, as confidential, even after the end of the client relationship. The duty of confidentiality is defeated by mandatory legislation and by requirements issued by public supervisory authorities.

13.2

CWW AM will in connection to entering into the Agreement and for the term of the Agreement collect information on the Client for the purpose of fulfilling CWW AM's obligations under the Danish Act on Anti-money laundering (hvidvaskloven) and to enable CWW AM to act in the best interest of the Client. The information is a precondition for CWW AM's provision of services to the Client under relevant law. The information will be stored for the period of time required to ensure CWW AM's fulfilment of its obligations under relevant law. The information will not be passed on to any third party unless CWW AM is legally obligated thereto. The Client can at any time request that the information is corrected.

14 INFORMATION ABOUT CWW AM AND COMMUNICATION

14.1

CWW AM is an investment company authorised by the Danish Financial Supervisory Authority (Finanstilsynet) to provide investment services and it is subject to the supervision of the Danish Financial Supervisory Authority.

Contact details of CWW AM are:

C WorldWide Asset Management Fondsmæglerelskab A/S
Dampfaergevej 26
2100 Copenhagen
Denmark
Telephone: +45 35 46 35 00
E-mail: info@cworldwide.com



Contact details of the Danish Financial Supervisory Authority are:

The Danish Financial Supervisory Authority
Aarhusgade 110
2100 Copenhagen
Denmark
www.finanstilsynet.dk
Telephone +45 33 55 82 82

14.2

The ultimate owners of CWW AM are Altor Fund III (No. 1) Limited Partnership, Altor Fund III (No. 2) Limited Partnership and Altor Fund III (No. 3) who possesses approx. 80% and employees approx. 20%.

14.3

Communication between the Client and CWW AM will be in English.

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