

# EURONEXT SECURITIES COPENHAGEN

## Rule Book – Part 2 General Terms and Conditions

Date: ~~1 January 2024~~ August 2026

**1. Scope**

- 1.1. These General Terms and Conditions being Part 2 of the VP Rule Book apply to the services and functions of the Participant as set out in the Participation Agreement.
- 1.2. Terms defined in Part 1 of the VP Rule Book, (Definitions) have the same meaning when used in these General Terms and Conditions, unless the context indicates otherwise.
- 1.3. These General Terms and Conditions and Part 4 of the VP Rule Book (Book-entry rules) contain the rules on Book-entry as required in the Executive Order on Book-entry.

**2. Access rules****2.1. General terms**

- 2.1.1. The Capital Markets Act contains restrictions on which entities that may access the VP services, and the extent to which such entities may have access to the full services. VP will comply with such restrictions, and only provide access in accordance therewith.
- 2.1.2. Further, any legal person intending to become a Participant must comply with the Participation Agreement and the VP Rule Book.
- 2.1.3. VP may deny access to the VP services to a Participant meeting the criteria in the Participation Agreement and the VP Rule Book only upon serving a written justified refusal based on a comprehensive risk assessment according to CSDR art. 33(3).
- 2.1.4. A Participant must provide VP with its legal entity identifier (LEI) in accordance with Article 55(2) of the Delegated Regulation (EU) 2017/392. Furthermore, a Participant must provide VP with a legal entity identifier (LEI) of all Issuers for whom the Participant is acting as an Issuing Agent.
- 2.1.5. Participants are, if VP request so, required to submit a duly signed legal opinion, meaning a reasoned, written opinion addressed to VP, in form and substance satisfactory to VP, of a nationally or internationally recognized law firm in the relevant jurisdiction, establishing that the Participant has the corporate power and capacity to enter into the Participation Agreement, and that the Participation Agreement constitutes legal, valid and binding obligations of the Participant in accordance with the terms under the laws of the Participant's country of incorporation.
- 2.1.6. With respect to Participants whose registered office is in jurisdictions that have not implemented Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems, or that are not subject to the national rules implementing the rules of Directive 98/26, VP may also require a second legal opinion in order to ensure that Settlement Rules in the event of Insolvency Proceedings are enforceable against the foreign Participant in question and, where relevant, its insolvency estate, without financial risk to the other Settlement Participants or VP.
- 2.1.7. The legal opinion referred to in clause 2.1.6 shall include confirmation that in the event of Insolvency Proceedings the Settlement Rules, including

those pertaining to netting, postponement of securities transactions and, where relevant, immediate realisation, are enforceable against the foreign Participant in question and, where relevant, its insolvency estate, etc., in accordance with the rules of law of such foreign jurisdiction.

2.1.8. The legal opinion can be in the form of a general opinion on the rules of law of the jurisdiction in question or as a specific opinion regarding the Participant in question.

## **2.2 Specific terms for CSDs**

2.2.1 A CSD may become a participant in the VP Clearing & Settlement system by signing a Participation Agreement, including if relevant a simple service level agreement (being a standard link as defined in CSDR), or by signing a Participation Agreement supplemented by a separate agreement containing additional special services compared to the services normally provided by VP (being a customised link as defined in CSDR).

2.2.2 Where a CSD requests VP to establish a customised link (as defined in CSDR), VP may charge a fee for making the customised link available.

2.2.3 Before a link between VP and another CSD who has signed a Participation Agreement becomes operational:

- (i) the CSD and VP shall conduct such end-to-end tests as required by VP; and
- (ii) the CSD shall deliver to VP an emergency plan identifying the situations where the securities settlement systems of the two CSDs may malfunction or break down, and provide for the remedial actions planned if those situations occur. Such emergency plan shall be satisfactory for VP.

2.2.4 The link between VP and another CSD must be reviewed and risk assessed on an annual basis taking into account all relevant developments. The CSD and VP must both provide the other party with such information reasonable required in order for the party to comply with CSDR in this respect. If VP assesses that the link threaten the smooth and orderly functioning of the financial markets or cause systemic risk to the VP Clearing and Settlement system, the CSD must implement all the actions that VP may reasonably require to remove the risk.

## **2.3 Approval of persons**

2.3.1 A Securities Account Controller must ensure that persons with access to the VP system have the necessary know-how to the system and have received such introduction to the system that VP may require from time to time. The introduction requirements are described in the User Guidelines.

2.3.2 The Securities Account Controller shall keep a list of the names of those who have been given access to the VP system. The list must contain information on the duties the person may perform in the system. A person may only be assigned such duties in the VP system, which the Securities Account Controller finds the person has the necessary know-how to perform. A person must not be given access to the VP systems until his/her name and duties appear on the list.

### **3. Book-entry and Issuance services**

This clause 3 sets out terms and conditions for the Book-entry and Issuance services and applies to a Participant's participation as Securities Account Controller or Issuing Agent.

#### **3.1. Terms for Securities Account Controllers**

##### **3.1.1. General terms**

- 3.1.1.1. A Securities Account Controller must act in accordance with applicable laws for VP and the VP Clearing and Settlement System, including but not limited to, the Capital Markets Act, CSDR, VP Rule Book and the User Guidelines. A Securities Account Controller is directly obliged to observe articles 29, 36 and 37(3) in CSDR, cf. section 192(2) of the Capital Markets Act.
- 3.1.1.2. As a Securities Account Controller, the Participant is entitled and obliged to undertake Book-entry reporting in VP with respect to each Securities Account maintained by the Securities Account Controller.
- 3.1.1.3. Before a Securities Account is opened the Participant must inform the relevant Securities Account Holder of the applicable terms of the Securities Account. Further, the Participant shall provide the Securities Account Holder information in relation to any subsequent changes to those terms. The terms of the Securities Account shall address the matters specified in Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines.
- 3.1.1.4. The rules and procedures applicable to processing, among other things, ad-hoc and periodic functions, payments and Book-entry of securities by the Securities Account Controller are set out in Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines.
- 3.1.1.5. The Securities Account Controller must ensure compliance with the sanctions rules set out in clause 5.13 (VP Sanction Rules) below.
- 3.1.1.6. The Securities Account Controller is subject to certain obligations when SRDII Shares are or can be book-entered on a Securities Account maintained by the Securities Account Controller. The Securities Account Controller's responsibilities are set out in Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines.
- 3.1.1.7. In case the Securities Account Controller acts as Securities Account Controller on behalf of a Settlement Participant, the Securities Account Controller is obligated to ensure compliance with SRDII between the parties as SRDII intermediaries.
- 3.1.1.8. Investor Notifications is issued in accordance with Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines. The Participant may upon agreement with VP elect to be responsible for issuing Investor Notifications.
- 3.1.1.9. The Securities Account Controller is subject to certain obligations if the Securities Account Controller participates in the FundHub services. The Securities Account Controller's responsibilities for participating in the FundHub services are set out in Part 6 of the VP Rule Book (FundHub Rules ) and the User Guidelines.

**3.1.2. Cash payments**

- 3.1.2.1. If the Securities Account Controller does not participate as a Cash Settlement Agent, the Participant must open a cash account with a Cash Settlement Agent for the Cash Settlement of securities transactions. The specific terms governing such cash account are set out in Part 4 of the VP Rule Book (Settlement Rules).
- 3.1.2.2. With respect to interest payments, redemption proceeds, dividends, and all other cash payments from an Issuer to a Securities Account Holder, VP will instruct the relevant Payment System to debit the relevant Issuer cash account and credit the relevant Securities Account Holder cash accounts as instructed by the Issuer or its Issuing Agent.
- 3.1.2.3. The Participant must ensure that each cash account specified by a Securities Account Holder to which cash payments from an Issuer are to be credited, is operated by a VP Participant acting as Cash Account Controller.
- 3.1.2.4. Payment of subscription amounts and other payments from Securities Account Holders to Issuers will be processed by VP. VP will instruct the relevant Payment System to debit the relevant cash account of the relevant Securities Account Controller and credit the relevant Issuer cash account.

**3.2. Terms for Issuing Agents****3.2.1. General terms**

- 3.2.1.1. Participation as an Issuing Agent is conditional upon the Participant also participating as a Securities Account Controller.
- 3.2.1.2. As an Issuing Agent, the Participant:
- (i) has the sole right, via VP, to increase or reduce the issued amount of Dematerialized Securities (nominal ledger) against corresponding Book-entry (credit or debit) to the Securities Accounts for issued Dematerialized Securities for which the Participant acts as the Issuing Agent; and
  - (ii) may issue and undertake Book-entry of Dematerialized Securities on its own behalf and on behalf of each Issuer that has concluded an Issuer Agreement with the Participant and VP. The Issuer Agreement must authorise the Participant, as Issuing Agent, to handle issuances via VP on behalf of the Issuer.
- 3.2.1.3. The Issuing Agent shall ensure and shall be liable for an Issuer Agreement is signed by the Issuer with binding effect and in accordance with the Issuer's authorised signatory rules.
- 3.2.1.4. The Issuing Agent must, in relation to the Issuer, ensure compliance with applicable anti-money laundering rules in force at any time in its home country and must register and maintain relevant information in this respect. Upon request from VP, the Issuing Agent is obliged to issue a statement annually to VP declaring its compliance with the above-mentioned anti-money laundering rules.
- 3.2.1.5. The Issuing Agent must ensure compliance with the sanctions rules set out in clause 5.13 (VP Sanction Rules) below.
- 3.2.1.6. The Issuing Agent is subject to certain obligations when acting on behalf of an Issuer of SRDII Shares. The responsibilities of the Issuing Agent are set out in

Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines. The Issuing Agent must observe the obligations, requirements and deadlines that are applicable for the Issuer as set out in SRDII.

- 3.2.1.7. The Issuing Agent shall access the National Numbering Agent (NNA) function provided by the CSD via the technical connection specified in the User Guidelines and shall ensure that such access and use comply with the standards and requirements set out in Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines.
- 3.2.1.8. On the request of the Issuer, the Issuing Agent is entitled and obligated to initiate all SRDII Messages from the Issuer to the Issuer's shareholders in the VP system. The Issuing Agent holds full responsibility for the validity and legitimacy of the request and the correctness and accuracy of the entered or delivered data.
- 3.2.1.9. The more detailed terms for the issuance of securities and the obligations of the Issuing Agent and the Issuer are set out in the Issuer Agreement with relevant annexes, Part 3 of the VP Rule Book (Book-entry Rules) and the User Guidelines.
- 3.2.1.10. The Issuing Agent is subject to certain obligations if the Issuing Agent participates in the FundHub services as Transfer Agent. The Issuing Agent's responsibilities for participating in the FundHub services as Transfer Agent are set out in Part 6 of the VP Rule Book (FundHub Rules) and the User Guidelines.

### **3.2.2. Payments**

- 3.2.2.1. The Participant may only process payments from the Issuer to the relevant Securities Account Holders from bank accounts operated by a Participant acting as a Cash Settlement Agent.

## **4. Clearing and Settlement services**

This clause 4 sets out terms and conditions for VP's Clearing and Settlement services and applies to Participants' participation as Securities Account Controller, Settlement Participant, Cash Settlement Agent, or Cash Account Controller.

### **4.1. Terms for Securities Account Controllers and Settlement Participants**

#### **4.1.1. General terms**

- 4.1.1.1. As a Securities Account Controller, the Participant may - subject to the terms set out in Part 4 of the VP Rule Book (Settlement Rules) - submit Transfer Orders for settlement in the VP Clearing and Settlement system in respect of Securities Accounts maintained by the Securities Account Controller itself (i.e. on own Securities Accounts and its clients' Securities Accounts). In order to settle against other Participants, the Participant needs, however, to be a Settlement Participant as well, cf. clause 4.1.1.2, or to have its Securities Accounts maintained by a designated Settlement Participant by use of a Power of Attorney.
- 4.1.1.2. As a Settlement Participant and Securities Account Controller, the Participant may - subject to the terms set out in Part 4 of the VP Rule Book (Settlement Rules) and without such restrictions as set out in clause 4.1.1.1 - submit

Transfer Orders on its own behalf and on behalf of third parties, for settlement in the VP Clearing and Settlement system.

- 4.1.1.3. The Settlement Participant must ensure compliance with the sanctions rules set out in clause 5.13 (VP Sanction Rules) below.

## **4.2. Terms for Cash Settlement Agents and Cash Account Controllers**

### **4.2.1. General terms**

- 4.2.1.1. As a Cash Settlement Agent or a Cash Account Controller, the Participant can
- (i) instruct cash for settlement of securities transactions with the VP Clearing and Settlement system; and
  - (ii) instruct the payment of cash from Issuers to the Securities Account Holders. The detailed terms governing these different functions are set out in the Participation Agreement including Part 4 of the VP Rule Book (Settlement Rules).

### **4.2.2. Cash Settlement Agent**

- 4.2.2.1. As a Cash Settlement Agent, the Participant provides cash accounts for distribution of cash between Settlement Participants and Cash Account Controllers, and arranges the payment of cash from Issuers to the Securities Account Holders. The terms for the transfer of payments on its own and on behalf of any third party are set out in Part 4 of the VP Rule Book (Settlement Rules).

### **4.2.3. Cash Account Controller**

- 4.2.3.1. The Participant must participate in the VP Clearing and Settlement System as a Securities Account Controller in order to participate as a Cash Account Controller.
- 4.2.3.2. As a Cash Account Controller, the Participant can (i) report payment undertakings for Participants who are not Settlement Participants; (ii) receive payment of cash from Issuers on behalf of the Securities Account Holders; and (iii) credit the payments referred to in (ii) above to the relevant cash accounts designated by the Securities Account Holders. The detailed terms governing these different functions are set out in the Participation Agreement, including Part 4 of the VP Rule Book (Settlement Rules).
- 4.2.3.3. If the Participant participates as Cash Account Controller but does not participate as Cash Settlement Agent, the Participant must set up a cash account with a Cash Settlement Agent that can be used for Cash Settlement. The terms governing such cash account are set out in Part 4 of the VP Rule Book (Settlement Rules).

## **5. General terms**

This clause 5 sets out the general terms and conditions applicable to all Participants, services and functions with VP.

### **5.1. Administrative procedures**

- 5.1.1.** In order to participate in the VP system, the Participant must create a set of internal, written administrative procedures to protect against errors and the misuse of the VP system as further set out in the User Guidelines. The level of protection provided by these procedures must be appropriate for the services to be undertaken by the Participant with due regard to the nature of the VP

system and the obligations imposed by applicable law and in the Participation Agreement.

**5.1.2.** The governance arrangement and the management processes within a Participant may not affect the smooth provision of VP's services.

**5.2. Data Centre**

**5.2.1.** This clause 5.2 applies to each Participant that has engaged a Data Centre for its IT services and technical connection from the Participant towards VP.

**5.2.2.** In relation to the services undertaken by the Data Centre, the Participant shall ensure that the Data Centre is subject to the same obligations as the Participant as defined in the applicable laws and the Participation Agreement.

**5.2.3.** The Participant authorises the Data Centre on behalf of the Participant to identify and agree the communication and technical connection requirements set out in clause 5.3 below with VP. The Participant is responsible for the Data Centre's actions and/or omissions.

**5.2.4.** By signing the Participation Agreement, the Data Centre agrees that the provisions including the provisions on technical connection and communication, in relation to the VP system are accepted by it.

**5.2.5.** The Participant and the Data Centre agree that for the purposes of receiving data from and delivering data to VP the Data Centre shall in every respect be deemed to be acting on behalf of the Participant.

**5.2.6.** The Participant has authorised the Data Centre to send to and receive data from VP on behalf of the Participant and agrees that VP's obligation to provide or make data available to the Participant is fulfilled by supplying or making such data available to the Data Centre.

**5.2.7.** In connection with any data transmission by the Data Centre on behalf of a Participant, the Data Centre is obliged to ensure that all such data originates from or is authorised by the Participant.

**5.2.8.** The Data Centre acknowledges that the Participant's participation functions with VP may change from time to time through separate agreement between the Participant and VP and the Data Centre approves in advance of all potential function changes. The Participant must notify the Data Centre if the Participant decides to increase or reduce its services or functions with VP as defined in the Participant Agreement.

**5.2.9.** The Data Centre must notify the Participant in case the Data Centre by agreement with VP chooses to implement significant changes to its technical connection to VP.

**5.3. Communication and technical connection**

**5.3.1.** The day-to-day communication between the Participant and the Data Centre on the one hand and VP on the other hand will be in accordance with Participation Agreement, incl. the User Guidelines.

**5.3.2.** The choice of media for output and input data, data content and destination for day-to-day reporting and acknowledgement material as well as the division of

functions vis-à-vis VP will be made in accordance with the Participation Agreement, incl. the VP Rule Book and the User Guidelines.

- 5.3.3.** The Participant is solely responsible for the agreed choice of technical connection to and technical communication with VP. The Participant acknowledges the inherent risks connected to the different options for technical connections to VP.
- 5.3.4.** The technical connection and technical communication is set out in a separate form, which is signed by the Participant or the Data Centre on behalf of the Participant, and VP.
- 5.3.5.** The different options for technical connection and technical communication are further described in the User Guidelines.
- 5.3.6.** VP assumes no liability for any losses, claims or costs due to interruptions to, corruption of or irregularities in customary infrastructure providers of payment transfers, communication, etc. such as SWIFT or TDC (internet connection), or for any lost or corrupted communication by e-mail or letter.
- 5.3.7.** With respect to data transmission, VP will be responsible for any input data sent by the Participant as soon as VP has acknowledged receipt of that data. VP will supply output data as soon as possible and will, depending on the type of output data and method of transmission, be responsible for output data until such time the output data is made available to the Participant by VP.
- 5.3.8.** With respect to other forms of communication than under clause 5.3.7 above, VP will be responsible for any input data sent by the Participant as soon as it has been received by VP and for any output data until it has been sent to the Participant.
- 5.3.9.** VP does not validate the input data sent by the Participant as Securities Account Controller or as Issuing Agent to VP with respect to all data transmission and communication arising from SRDII obligations.
- 5.3.10.** Unless otherwise obligated, VP holds no responsibility for the correctness and accuracy of the received data content with respect to data transmission and communication between VP and the Participants arising from SRDII obligations.
- 5.3.11.** If the Participant gains access to output data material intended for another recipient the Participant must immediately report this to VP and follow VP's instructions regarding the treatment of such material. The Participant (including its employees) may only use the material to the extent necessary to carry out VP's instructions.
- 5.3.12.** Up to and including two business days after instructions have been received, VP may demand re-transmission if, as a result of operational failures, VP postpones any Batches or arranges for new Batches to be executed. The sequence of instructions in the Participant's re-transmission must be in the same order as the original transmission. During a corresponding period of time the Participant may demand renewed output data from VP.
- 5.3.13.** The relevant service provider of a leased, physical line (e.g. a KryptoNet connection) shall monitor the line connection from router to router. In the event

of any errors, etc. the Participant must ensure that (i) the rectification is made from the Participant's own network to the router; and (ii) it notifies VP that an error has occurred and it is rectifying it.

- 5.3.14.** The Participant must ensure that all reports to and feedback reports from VP originate from the correct sender and are delivered to the correct recipient, respectively.
- 5.3.15.** The Participant must ensure that, where it participates in VP via a Data Centre that the Data Centre ensures that reports (including feedback reports) are only sent to and from the Participant. In the event of operational disruptions, etc., that prevent communication in the agreed manner, relevant back-up procedures will be initiated. The Participant must ensure that reliable alternative communication methods are available at all times. In the event of operational disruptions, VP may be required to restrict or suspend existing account access.
- 5.3.16.** On a case-by-case basis, back-up procedures outside the VP Clearing and Settlement system may be agreed upon between VP and the Participant. In relation to such back-up procedures, VP may prescribe input and output data media and also restrict and/or disconnect the established online access as well as require participation in business continuity tests.
- 5.3.17.** Where there is a risk of system breakdown or a similar event because the conditions specified in VP Rule Book and User Guidelines have not been strictly observed by the Participant, or where VP has other security concerns in relation to the Participant, VP may and shall if obliged to do so take any measures it deems appropriate including discontinuing the communication with the Participant.
- 5.3.18.** The Participant will to the extent possible be notified before the intended measures referred to in clause 5.3.17 are implemented.
- 5.3.19.** Both VP and the Participant are mutually required to rectify any errors, etc. in the communication system, Book-entry, Clearing and Settlement system, etc. or in the recorded data. The Participant must comply without undue delay with all instructions from VP in relation to rectification.
- 5.3.20.** VP, the Participant and its Data Center are subject to a mutual obligation to participate in testing of, among other things, communication lines and VP's systems, both prior to the establishment of the participation relationship and throughout the lifetime of the Participation Agreement. Any subsequent change, including any rectification of errors in relation to, among other things, communication lines, Book-entry, Clearing and Settlement system, will not be put into effect until it has been tested and the results of those tests are deemed satisfactory by VP.
- 5.3.21.** VP will not be liable for any expenses incurred by the Participant or its Data Centre in connection with the Participation Agreement.
- 5.3.22.** VP will not be liable for any expenses incurred by the Participant or its Data Centre in connection with (i) the rectification of errors or defects that are not caused by VP; and (ii) among other things, testing and back-up procedures in accordance with the Participation Agreement. If such activities are due to



circumstances of the Participant or its Data Centre or an event for which the Participant is responsible the Participant is required to reimburse VP's expenses on request from VP without delay.

**5.3.23.** Any restrictions on or extensions of the functions as Participant as chosen by the Participant, cf. the Participation Agreement, is subject to agreement with VP.

#### **5.4. Misuse of systems and technical problems**

**5.4.1.** If the Participant suspects misuse or attempted misuse of VP's systems by any staff or individual connected with the Participant or the Data Centre, the Participant must immediately inform VP. The Participant must also take the necessary steps to ensure that such misuse or attempts of misuse cease.

**5.4.2.** In case a Participant (or its data centre) experiences a technical problem that might exceed a full settlement day or result in non-timely settlement of transactions in VP, VP must be informed without undue delay. Furthermore, the Participant is obliged to keep VP frequently updated of the status of the problem until it is solved. Based on the information provided from the Participant, VP has a right to decide on how to handle any Transfer Orders instructed by the Participant, restrict the access to relevant Securities Accounts, and to introduce other measures, which VP in its sole discretion deems necessary in order to maintain an adequate operation of the VP Clearing and Settlement system. The User Guidelines set out a more detailed description of how a technical problem of a longer duration is handled.

#### **5.5. No security rights of VP**

**5.5.1.** VP may not create or maintain any lien, right of retention, pledge or any other security right on assets deposited or registered with VP belonging to clients of a Participant.

#### **5.6. Liability and indemnity**

**5.6.1.** Where a Book-entry or service from VP is delayed or contains errors or defects, and it is demonstrated that VP is responsible for the delay, error or defect, VP may and shall be obliged to do so effect delivery or rectify the error or defect as soon as possible to the extent that VP is able to. The Participant agrees that it cannot make any claim for compensation from VP and VP shall not indemnify the Participant for any direct or indirect losses including loss of interest, any penalties or costs resulting from the delay, error or defect, or compensation for any other amounts that the Participant may have been required to pay to third parties arising from the delay, error or defect, except and only to the extent that the Participant's loss was a result of VP's wilful act or gross negligence.

**5.6.2.** VP will determine in its sole discretion how a delay, defect or error referred to in clause 5.6.1 is to be rectified, including the extent to which the Participant must assist in such rectification. VP may in such discretion consider factors including but not limited to the nature of the defect, system security, and the time and costs involved. When VP has delivered its rectification instructions to the Participant, the Participant (or the Data Centre acting for the Participant) shall without undue delay comply with the instructions. The Participant may require VP to reimburse the direct costs incurred by the Participant in connection with such rectification.



- 5.6.3.** The Participant agrees to indemnify VP for all losses resulting, either directly or indirectly, from the Participant's errors in the VP systems, including but not limited to errors in required information and reported data in the VP systems and errors in connection with instructions, including errors, either intentional or unintentional, in relation to the receipt of instructions; the validation of instructions; and the change/nullification of rights concerning accounts at VP, or payments from such accounts. The same applies to errors resulting from the Participant's corrections/cancellations or VP's cancellations due to lack of securities corresponding to an instruction.
- 5.6.4.** Notwithstanding clause 5.6.4 above, if a correct transfer of the payment information to the relevant Payment System has taken place, the Participant will be liable to VP for all losses resulting, either directly or indirectly, from any error or omission related to the further processing of the information or payments.
- 5.6.5.** The Participant agrees to indemnify VP for all losses resulting, either directly or indirectly, from its own errors, either intentional or unintentional, in connection with the reporting of information and other duties related to the ISINs for which the Participant has been recorded as Issuing Agent.
- 5.6.6.** Notwithstanding the above VP shall not incur any liability where any failure on VPs part is due to abnormal or unforeseeable circumstances beyond the control of VP, the consequences of which would have been unavoidable despite all VPs efforts to the contrary. However, VP will to the extent possible notify any influenced Participants hereof.
- 5.7. Breach**
- 5.7.1.** The Participant may only perform the agreed functions and benefit from the services provided by VP if it fulfils the relevant terms and conditions required by law and in the Participation Agreement
- 5.7.2.** If a Participant is in material or repeated breach of the Participation Agreement, VP will report this to the supervisory authorities.
- 5.7.3.** Notwithstanding anything else in VP Rule Book, VP may terminate the Participation Agreement or in its sole discretion suspend the provisions of any services under the Participation Agreement if a Participant participating in one or more services and functions in the VP system materially or repeatedly are in breach of, violates or disregards the Participation Agreement.
- 5.8. Termination**
- 5.8.1. Termination for cause by VP**
- 5.8.1.1.** VP will (i) where required by the supervisory authorities; and (ii) if the Participant is subject to Insolvency Proceedings, terminate the Participation Agreement immediately without notice, subject however to the rules contained in Part 4 of the VP Rule Book (Settlement Rules) on Settlement in the event of Insolvency Proceedings.
- 5.8.1.2.** Termination under clause 5.8.1.1 of a Participation Agreement where the Participant acts as a Securities Account Controller will constitute termination for cause of the Participant participation in any other function pursuant to the Participation Agreement.



5.8.1.3. Further, in case of termination under clause 5.8.1.1, all Securities Accounts for which the Participant is registered as Securities Account Controller will be automatically transferred to VP for a period of no more than 4 months, within which the accounts must be transferred to another Securities Account Controller.

### **5.8.2. Termination for convenience by the - Securities Account Controller**

5.8.2.1. The Participant may terminate its participation as Securities Account Controller by giving six months' prior written notice to VP, with the six-month notice period to take effect from the first day of the next calendar month.

5.8.2.2. Termination under clause 5.8.2.1 above will not take effect until at least 1 April after the end of the year in which all Securities Accounts for which the Participant is the Securities Account Controller have been settled, unless the Participant has agreed with one or more participating Securities Account Controllers to take over the full responsibility for the Participant's Securities Accounts.

5.8.2.3. In accordance with clause 3.2.1.1 above and clause 3.3.1 of Part 6 of the VP Rule Book (FundHub Rules), respectively, VP will consider a notice of termination given under clause 5.8.2.1 above to also be a notice of termination as Issuing Agent and/or as Transfer Agent, regardless of whether notice specified under clause 5.8.3 and/or 10.1 of Part 6 of the VP Rule Book (FundHub Rules), respectively, is delivered.

5.8.2.4. Prior to termination, all Securities Accounts for which the Participant is registered as Securities Account Controller, must be transferred to one or more other Securities Account Controllers.

### **5.8.3. Termination for convenience by the Issuing Agent**

5.8.3.1. The Participant may terminate its participation as Issuing Agent by giving at least six months' notice to VP, with the six-month notice period to take effect from the first day of the next calendar month.

5.8.3.2. The Participant must ensure that, before the notice period referred to in clause 5.8.3.1 above has expired, it has agreed with one or more participating Issuing Agents for them to take over the full issuance responsibility for securities for which the Participant has been recorded as the Issuing Agent. Each Issuing Agent that takes over responsibility must have concluded the necessary Issuer Agreements with VP and the relevant Issuers.

### **5.8.4. Termination for convenience by the Settlement Participant**

5.8.4.1. The Participant may terminate its participation as a Settlement Participant under the Participation Agreement by giving three months' notice to VP, with the three-month notice period to take effect from the first day of the next calendar month, provided that all obligations pursuant to terminated elements of the Participation Agreement have been settled before the expiry of the notice period.

### **5.9. Authority to disclose information to the Guarantee Fund for Depositors and Investors**

5.9.1. The Participant authorises VP from the time the Participation Agreement is entered into and without any time limitation to disclose information relating to

the Securities Accounts for which the Participant is the Securities Account Controller from time to time, to the Danish Guarantee Fund for Depositors and Investors.

**5.10. Price, price-index adjustment and payment terms**

**5.10.1.** Prices for products and services governed by the Participation Agreement are specified in the individual terms and conditions of such products and services or in VP's pricelist.

**5.10.2.** All prices are stated exclusive of Danish VAT, fees and any other taxes.

**5.10.3.** VP is entitled to adjust prices on a yearly basis without notice in accordance with the developments since the latest price adjustments pursuant to this clause of the Net Price Index published by Statistics Denmark, including adjustments due to increase in inflation rates.

**5.10.4.** VP is entitled to change prices with 3 months' notice with the notice period to take effect at the expiry of a month. Price changes are notified via the VP Participant interface (VP-info) and via information on its company webpage.

**5.10.5.** At the beginning of each month, VP will send the Participant an invoice stating the amount the Participant owes VP for participation and the services provided in the preceding month, as well as the corresponding basis for the calculations. The invoiced amount is due on the fifteenth day of that month or if the fifteenth day is not a banking day then the following banking day and will be collected via NETS (B2B Direct Debit) from the financial institution account designated by the Participant unless otherwise agreed between VP and the Participant.

**5.10.6.** If invoiced amounts under the Participation Agreement are not paid, then due interest will accrue on the overdue amount in accordance with the Danish Interest Act from the due date until payment is received.

**5.11. Changes to the agreement documents**

**5.11.1.** In addition to the Participation Agreement, including the VP Rule Book and these General Terms and Conditions, the Participant is bound by the User Guidelines and other regulations, as amended from time to time.

**5.11.2.** VP is entitled to make changes and additions to the terms of the Participation Agreement including, the VP Rule Book (of which these General Terms and Conditions, the Definitions, the Book-entry Rules, and the Settlement Rules are parts), and the User Guidelines, and all other relevant documents.

**5.11.3.** Each amendment is binding on the Participant from the effective date of that amendment. To the extent possible, VP will give the Participant one month's notice in relation to any amendment required by, among other things, legislative amendments, changes in VP's business areas or if the Participation Agreement is deemed by VP to be inappropriate or inadequate. If VP determines that an amendment is likely to affect the Participant significantly, VP will make an effort to give the Participant additional notice, such notice to be delivered in a timely manner to the extent possible.

**5.11.4.** In case of change or addition to the Participation Agreement or the VP Rule Book and other documents referred to in clause 5.11.2, VP will give prior notice as referred to in clause 5.11.3 via e-mail to all customers that subscribe to news from VP (VP Information) and via information on its company webpage.

## **5.12. Complaints and exchange of information**

### **5.12.1. Complaints**

5.12.1.1. Complaints related to the Participant's participation in the VP system must be submitted to:

Risk & Compliance  
VP Securities A/S  
Nicolai Eigtveds Gade 8  
1402 Copenhagen  
Email: [VP\\_riskcompliance@euronext.com](mailto:VP_riskcompliance@euronext.com)

5.12.1.2. Information on how complaints are handled is available on VP's webpage.

5.12.1.3. Only complaints from Participants will be handled.

### **5.12.2. Professional secrecy and use of information**

5.12.2.1. VP and a Participant shall treat as confidential all business information, procedures, CSD data or other information ("Information") received from the other party insofar as the same would be treated as confidential if it were its own information, cf. however clause 5.12.2.2 and ~~65~~.12.2.3.

5.12.2.2. Notwithstanding clause 5.12.2.1, both VP and a Participant who is a CSD may disclose to the public that a link between the two CSDs has been established.

5.12.2.3. Notwithstanding clause 5.12.2.1, VP may disclose Information within the Euronext Group about a Participant, which VP has gained knowledge of in relation to the Participation Agreement and any supplemental agreements with the Participant. Information may only be disclosed to and used internally by entities within the Euronext Group and only to the extent necessary and reasonable for the purpose of providing new or improved services including cross-selling, regulatory compliance or business terms for the Participant or facilitating dialogue with the Participant across the Euronext Group. VP's right to disclose Information within the Euronext Group shall not apply to any Information (irrespective of such Information being confidential Information) in respect of any customer or client of the Participant.

5.12.2.4. The Participant must ensure that each person it instructs in relation to its participation in the VP system is aware of the duty of secrecy to which that person is subject with respect to the information made available to that person.

5.12.2.5. In relation to the information that the Participant has access to through the VP system, the Participant must comply with all security requirements and regulations set out by or imposed on VP. Furthermore, the Participant must use the information accessible in the VP system for internal use only.

5.12.2.6. A Participant who is a CSD shall ensure the confidentiality of information in connection to the operation of the link. The ability to ensure the confidentiality shall be evidenced by such information to be provided by the CSD as required by VP, including if VP requests so, by a duly signed legal opinion, meaning a reasoned, written opinion addressed to VP, in form and substance satisfactory to VP, of a nationally or internationally recognized law firm in the relevant jurisdiction or other kind of arrangement.

### **5.12.3. Obligation to provide information**

5.12.3.1. A Participant shall promptly provide to VP all information that VP may require for assessing if the Participant fulfils the relevant terms and conditions required by law and the Participation Agreement or for submission to legal, regulatory or market authorities, as and when so required.

5.12.3.2. A Participant shall promptly notify VP if Insolvency Proceedings are opened against the Participant. Such notification shall be sent to the executive board of VP at the registered address.

5.12.3.3. VP and a Participant who is a CSD shall upon request disclose to each other the names of critical service providers on which they rely.

### **5.12.4. Personal data – General Data Protection Regulation**

5.12.4.1. VP is the data controller in relation to any personal data that VP process in its core activities as a Central Securities Depository in accordance with the CSDR and the Capital Markets Act.

5.12.4.2. Participants must ensure that beneficial owners, as the data subjects, are informed of the transfer of personal data to VP and VP's processing hereof.

5.12.4.3. VP's guideline on handling of personal data is available on VP's website.

### **5.13. VP sanction rules**

**5.13.1.** VP may from time to time be subject to Danish and EU sanction rules and restrictive measures applicable to its provisioning of services. In addition to any actions and measures that VP takes to comply with such rules, VP may impose obligations for the Participants to comply with.

**5.13.2.** Participant may themselves from time to time under applicable laws be subject to sanction rules and restrictive measures applicable to the performance of services connected to the Participation Agreement. The Participants must ensure compliance with all such sanction rules and restrictive measures applicable to its provisioning of services covered by the Participation Agreement

**5.13.3.** Since VP pursuant to Danish law uses Securities Account Controllers to register securities in the VP system, the Securities Account Controller must when providing services as Securities Account Controller comply with the sanction rules applicable to VP as a licensed CSD, as set out in the VP Rule Book and Annex 1 to these General Terms and Conditions, as well as any sanction rules applicable to the Securities Account Controller.

**5.13.4.** In addition to clauses 5.13.1 - 5.13.3 the Participants are governed by the terms set out in Annex 1 to these General Terms and Condition.

**5.14. Governing law and dispute resolution**

- 5.14.1.** The Participation Agreement, including disputes regarding its existence or validity and disputes concerning this arbitration clause and the arbitration procedure, is governed by Danish law, irrespective of any conflict-of-laws rules which may refer the dispute to the laws of another jurisdiction.
- 5.14.2.** The parties shall seek to resolve any disagreement and dispute between the parties arising in connection with participation, the Participation Agreement or its interpretation or fulfilment by negotiation in good faith.
- 5.14.3.** In the event that negotiations have been conducted, and the dispute has not been settled, the dispute, including disputes regarding the Participation Agreement's existence or validity and disputes concerning this arbitration clause and the arbitration procedure, must be decided by arbitration before the Danish Institute of Arbitration. Each party shall appoint an arbitrator, and the Institute of Arbitration appoints the chairman of the arbitration tribunal, who shall be a Danish lawyer ("jurist").
- 5.14.4.** If a party has not appointed an arbitrator within 30 days of that party having filed or received notice of the request for arbitration, the Institute of Arbitration will appoint such arbitrator.
- 5.14.5.** The trial language shall be English. The place of arbitration shall be Copenhagen. Otherwise, the rules of procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced will apply.

**Annex 1 to VP Rule Book Part 2 (General Terms and Conditions)****VP Sanction Rules****1. Scope**

- 1.1. This Annex 1 applies to all Participants and concerns compliance with Danish, EU and/or international financial sanction rules and restrictive measures.
- 1.2. In the event of any inconsistency between the terms set out in this Annex 1 and other parts of the VP Rule Book or User Guidelines, the terms of this Annex 1 shall prevail.

**2. General Terms**

- 2.1. In case the Participant does not fulfil the obligations as set out in the VP Rule Book, incl. this Annex 1 concerning sanctions rules and restrictive measures, and by action or inaction, causes VP to act in breach of a Danish or EU sanction rule, the Participant shall be liable for and hold VP harmless against any direct or indirect loss, imposed on or incurred by VP in connection with any actual non-compliance with the aforesaid by the Participant or any underlying client of the Participant up to the ultimate and legal beneficial owner.

**3. Special Terms**

- 3.1. The detailed terms in this section 3 apply as long as the Sanction Rules (as defined below) are in force.
- 3.2. The following definitions shall apply to this section 3:

“**Sanction Rules**” shall mean COUNCIL REGULATION (EU) 2022/328 article 5e and COUNCIL REGULATION (EU) 2022/398 article 1x., together.

“**Sanctioned Person**” shall mean one of the following persons encompassed by the Sanction Rules:

  - 1) any natural person being a Russian or Belarusian citizen which does not have temporary or permanent residence permit in an EU member state, and any natural person residing in Russia or Belarus which is not a citizen of an EU member state.
  - 2) any legal person being a legal entity established in Russia or Belarus; or where a legal person is established in Russia or Belarus if its de facto management is in Russia or Belarus, or the company is incorporated in Russia or Belarus.

“**Transferable Securities**” shall have the meaning as defined in Council regulation (EU) 2022/328, article 1(f).
- 3.3. The Sanction Rules reads:
  1. *It shall be prohibited for Union central securities depositories to provide any services as defined in the Annex of Regulation (EU) No 909/2014 for transferable securities issued after 12 April 2022 to any Russian/Belarus national or natural person residing in Russia/Belarus or any legal person, entity or body established in Russia/Belarus.*
  2. *Paragraph 1 shall not apply to nationals of a Member State or natural persons having a temporary or permanent residence permit in a Member State.*

- 3.4. VP is subject to the restrictive measures set out in the Sanction Rules. However, since VP pursuant to Danish law uses Securities Account Controllers to register securities directly in the VP system this section 3 also contains rules for the Participants to comply with. This section 3.4 specifies the obligations of VP and the Participants in respect of compliance with the Sanction Rules.
- 3.4.1. Obligations related to issuance services**
- 3.4.1.1. The Issuing Agent shall not contribute to the issuance of Transferable Securities in VP system on behalf of issuers established in Russia or Belarus after 12 April 2022.
- 3.4.1.2. The Issuing Agent shall not contribute to issuance of Transferable Securities in the VP system where the issuance takes place after 12 April 2022, and where the newly issued securities are to be registered on a Securities Account with a Sanctioned Person as Securities Account Holder.
- 3.4.2. Obligations related to opening and maintaining Securities Accounts**
- 3.4.2.1. Prior to 12 April 2022, the Securities Account Controller shall notify VP of the details of any Securities Account it maintains in the VP system with a Sanctioned Person as Securities Account Holder. Such notification must be sent to the VP department CSD Services using the email address [CPH-clientsupport@euronext.com](mailto:CPH-clientsupport@euronext.com) no later than 11 April 2022, 12:00 p.m. CET.
- 3.4.2.2. Based on notifications from the Securities Account Controllers on whether any Securities Accounts have Sanctioned Persons as Securities Account Holders, VP puts the relevant Securities Accounts on an observation list. The consequences hereof are described below.
- 3.4.2.3. As of 12 April 2022 the Securities Account Controller shall notify VP, of the details of any new Securities Account with a Sanctioned Person as Securities Account Holder that have been identified. The notification must immediately be sent to the VP department CSD Services using the email address [CPH-clientsupport@euronext.com](mailto:CPH-clientsupport@euronext.com).
- 3.4.2.4. The Securities Account Controller is obliged to contact the VP department CSD Services on email address [CPH-clientsupport@euronext.com](mailto:CPH-clientsupport@euronext.com) in the event a Securities Account changes from having a Sanctioned Person as Securities Account Holder to not having a Sanctioned Person as Securities Account Holder.
- 3.4.2.5. VP monitors the Securities Accounts in the VP system on an ongoing basis and will contact the Securities Account Controller in the event that deviations are observed.

**3.4.3. Obligations related to transactions**

3.4.3.1. As of 12 April 2022, VP will, on a daily basis, screen all transfer orders for Securities Accounts on the observation list with the purpose of identifying transactions related to Transferable Securities issued after 12 April 2022, which are subject to the restrictive measures in the Sanction Rules.

3.4.3.2. In the event a transaction is identified to be within scope of the restrictive measures, VP will contact the relevant Securities Account Controller and request that the Securities Account Controller ensures cancellation of the transaction in question. In case the transaction has been matched in the VP system, the counterparty to such transaction is obliged to assist with the cancellation.

3.4.3.3. Where a Securities Account Holder being a Sanctioned Person, notwithstanding what is set out in this clause 3.4, obtains access to a holding of Transferable Securities issued after 12 April 2022 which are subject to the restrictive measures in the Sanction Rules, the Securities Account Controller shall immediately either remove the securities from the Securities Account in question, or within its own system block the Securities Account Holder's access to such securities. The Securities Account Controller must ensure that the Securities Account Holder does not obtain access to the holding until the applicable Sanctions Rules no longer are in force, or the Securities Account Holder no longer is a person in respect of which VP under the Sanction Rules is prohibited from providing services to.

**3.4.4. Obligations related to corporate actions**

3.4.4.1. As of 12 April 2022, VP will, on a daily basis, screen all planned corporate actions in relation to the Securities Accounts on the observation list with the purpose of identifying whether a corporate action is interlinked with a Securities Account that are within the scope of the Sanction Rules.

3.4.4.2. With regard to a new issuance related to an existing issuance where the new issuance takes place after 12 April 2022 (e.g. a merger/demerger where the consideration is shares related to an ISIN registered in the VP system after 12 April 2022; issuance of subscription rights issued in the VP system after 12 April; and conversion of loans into bonds, where the conversion results in issuance of Transferable Securities issued after 12 April 2022), VP will contact the Securities Account Controller and request that the Securities Account Controller immediately after the issuance either removes the securities from the Securities Account(s) in question, or within its own system block the Securities Account Holder's access to such securities. The Securities Account Controller must ensure that the Securities Account Holder does not obtain access to the holding until the applicable Sanctions Rules no longer are in force, or the Securities Account Holder no longer is a person in respect of which VP under the Sanction Rules is prohibited from providing services to.

3.4.4.3. Notwithstanding clause 3.4.4.2., with regard to Transferable Securities issued on or before 12 April 2022, the following mandatory corporate actions may be performed: Payments of dividends, capital reductions, interest, redemptions, split and reverse split. However, the Securities Account Controller shall take notice of the limitations for credit institutions to conduct payments to Sanctioned Persons contained in Regulation (EU) 2022/328.

**3.4.5. Obligations for Securities Account Controllers' maintaining nominee Securities Account(s)**

3.4.5.1. It shall be prohibited for a Securities Account Controller to provide services directly or indirectly to clients which ultimately leads to the provisioning of services by VP as defined in the Annex of Regulation (EU) No 909/2014 for Transferable Securities issued after 12 April 2022 to any Sanctioned Person.