Nordea Funds

Application form for institutional investors

Confidential

Application form for institutional investors

Please complete this Application Form in all its sections to open an Account with the Administrative Agent and to enable you to subscribe for or redeem shares/units in one or several Funds. In case you wish to subscribe into a specialised investment fund established in accordance with the Luxembourg law of 13 February 2007, as amended from time to time, please complete (in addition to the Application Form) the "Application Form Appendix - investments into specialised investment funds only"". The definitions set out in section I. "Definitions" of the General Terms and Conditions shall apply to the terms written with capital letters used in this Application Form. Please return an original completed and signed Application Form to the applicable address below:

SWEDEN:

Nordea Asset Management Client Relationship Nordics Strandgade 3 DK-0900 Copenhagen C Denmark

FINLAND:

Nordea Asset Management Satamaradankatu 5 VV3283, Nordea FI - 00020 Helsinki Finland

NORWAY:

Nordea Investment Management Postboks 1166 sentrum NO-0107 Oslo Norway

LUXEMBOURG:

Nordea Investment Funds S.A. Administrative Agent PO Box 782 L-2017 Luxembourg Grand Duchy of Luxembourg

Investors may also wish to fax the completed and signed Application Form to the Administrative Agent to the fax number: (+352) 2786 5010.

Investors should note that an Account will only be opened provided that the completed and signed Application Form has been received and all necessary client identification and anti-money laundering/counter-terrorism financing checks have been completed. Once an Account has been opened and the Account number has been confirmed, Investors may subscribe for shares/units in a Fund by completing a Trading Form available on our website <u>www.nordea.lu</u> or by issuing their own Trading Form. For further details concerning the submission of the Application Form and the Trading Form, please refer to section 7 "Communication" of this Application Form.

This Application Form should be read in conjunction with the General Terms and Conditions relating to the Account opening process and the Administrative Agent's actions thereunder together with the relevant Fund's Prospectus, Key Information Document ("KID(s)") or Key Investor Information Document ("KID(s)"), as applicable, Constitutive Documents, Fund Rules and recent financial reports. The General Terms and Conditions are an integral part of this Application Form. The Administrative Agent reserves the right to modify these General Terms and Conditions of this Application Form at any time, with immediate effect and without prior notice to the Investor/unitholder/shareholder.

The Administrative Agent reserves the right to (1) reject the opening of an Account for an Investor, (2) reject in whole or in part any application for shares/ units and (3) withhold distributions and redemption proceeds if the relevant anti-money laundering/counter-terrorism financing verifications have not been completed or if their outcome is not satisfactory. If any subscription is not accepted in whole or in part, the subscription money or, as the case may be, the balance will be returned (without interest) at the cost of the Investor.

Neither the relevant Fund, Management Company nor the Administrative Agent shall be liable for any share/unit price movements or loss of bank interest related to subscription money for shares/units pending to be issued or any redemption proceeds pending payment to the Investor, occurring as a result of client identification/ anti-money laundering/ counter-terrorism financing requirements having to be satisfied.

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1. Investor details

Company name	
Place and date of incorporation	
Registered name	
(Max. 40 characters. If you wish your holdings to be held under a specific n	name/designation, please mention above)
Taxpayer Identification Number (TIN)	
Legal Entity Identifier (LEI)	
Type of institutional Investor (see als o section 8):	
Company Bank or Financial Institution	Investment fund Trust Foundation Pension scheme Nominee
Other (please specify)	
Regulated in an FATF / EU / EEA country	Yes No
Listed on an FATF / EU / EEA stock exchange	Yes No
Description of main business activities generating the source of wealth	
Is the company part of Group? If yes, a company and ownership structure	shall be provided Yes No Group name
Country of residence for tax purposes	

The Administrative Agent is not allowed to conduct tax advice nor determine the tax residency of an Investor. If you have any questions on how to determine the Investor's tax residency status, please contact your tax advisor or the local tax authorities. Please note multiple TIN and countries of residence are possible.

2. Address for registration

We will send all correspondence to the address of registration/fax number below unless you provide an alternative address/fax number for correspondence.

Address for registration (Please note that we do not accept a PO Box or "care of" address as a registered address):

Address			
Post code	City		Country
Phone		Fax	
Alternative	address for correspondence:		
Address			
Post code			
City		Country	
Phone		Fax	

3. Confirmation, beneficial owner declaration and signature

3.1 The Investor declares:

No

to be the beneficial owner of the subscribed shares/units; or

to invest on behalf of a third party duly identified by the Investor. The Investor confirms being a professional of the financial sector, licensed, regulated and supervised by the financial supervisory authority in its home country. The Investor declares having implemented (and implementing) the necessary measures, which at least integrate the Financial Action Task Force (FATF) standards and recommendations, to prevent the subscribed shares/units to be used for money laundering and terrorism financing purposes, and to prevent breaching EU sanctions regulations. The Investor however understands that Nordea might request additional due diligence documentsand information before satisfying the present subscription request.

With regards to Funds domiciled in Finland the Investor, when acting as nominee, acknowledges that such Fund shares/units held on behalf of a third party shall not be owned by Finnish citizens or institutions.



3.2 Economic origin of the monies invested:

The Account Holder declares that the origin of the funds used for subscription is coming from:

a. Account holder investing on its own name and behalf	b. Account holder investing on behalf of a third party
Main country(ies) of origin of the funds invested:	Main country(ies) of the underlying investors:
Origin of the funds for subscription (e.g. treasury investment, redemption from previous investments,):	

3.3 Expected transactions volumes and frequency:

Please complete the below section with your expectations in terms of investment in the fund. The expected volumes and frequency provided will not form any kind of commitment from the account holder, the beneficial owners or the intermediary.

Daily Weekly	Monthly	Quarterly Semi-annu	al Annual	Ad-hoc	
Estimated transaction volu	me:	%of AUM or			Average amount in EUR

3.4 Identification of the beneficial owner(s):

If you are the beneficial owner, please fill out the below information under this section. In case you are not the beneficial owner, please ensure that the information of the beneficial owner is filled in here below under this section.

A definition of "beneficial owner" is included in the definitions section of the General Terms and Conditions.

a. Beneficial owner 1:

Name and first name(s) of benefit	icial owner:	Tax Residence		
Address (street and number	of street)			
Post code	City	Country		
		hard a second		
Nationality(ies)				
Precise ownership or voting I	rights (in %)			
b. Beneficial owner 2:				
Name and first name(s) of benefit	icial owner:	Tax Residence		
Address (street and number	of street)			
Post code	City	Country		

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Date of birth and place birth		Profession	
Nationality(ies)		-	
Precise ownership or voting rights (in 9	/%)		
c. Beneficial owner 3:			
Name and first name(s) of beneficial owner:		Tax Reside	nce
Address (street and number of street)			
Post code	City		Country
Date of birth and place birth		Profession	
Nationality(ies)		-	
Precise ownership or voting rights (in %	(6)		
d. Beneficial owner 4:			
Name and first name(s)of beneficial owner:		Tax Residen	69
Address (street and number of street)			
Post code	City		Country
Date of birth and place birth		Profession	
Nationality(ies)		-	
Precise ownership or voting rights (in %	6)		

3.5 Customer Representatives:

Pursuant to the Law of 12 November 2004 as amended and CSSF Regulation 12-02 as amended, please provide information as to the representatives who will be signing this form and interacting with Nordea.

For regulated credit of financial institutions, instead of providing complete identification details, you may provide a written confirmation that due diligence measures were applied on these persons and that regular controls are undertaken with respect to applicable lists of restrictive measures in financial matters.

a. Customer Representative 1:

Name and first name(s):		Tax Residence		
Address (street and number of street)				
Post code	City		Country	
Date of birth and place birth		Profession		
Nationality(ies)				
b. Customer Representative 2:				
Name and first name(s):		Tax Residence		
Address (street and number of street)				
Post code	City		Country	
Date of birth and place birth		Profession		
ationality(ies)				

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c. Customer Representative 3:

Name and first name(s):	Tax Residence
Address (street and number of street)	
Post code City	Country
Date of birth and place birth	Profession
Nationality(ies)	

d. Customer Representative 4:

Name and first name(s	s):	Tax Residence
Address (street and	number of street)	
Post code	City	Country
Date of birth and place birth		Profession
Nationality(ies)		

3.6 Signature:

The Investor confirms the correctness and preciseness of the information provided under section 3 hereof and undertakes to immediately inform the Administrative Agent if and when the person(s) designated as beneficial owner(s) changes.

Name of Investor			
Place			
Date			
		Authorised signature 1	Authorised signature 2



4. Politically Exposed Persons (PEP)

Does any of the beneficial owners, the CEO, members of the board of directors or other relevant personnel or any close associate or a member of the family of the Investor hold a prominent public function in the public interest, according to the Law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended from time to time?

Natural persons who are or have been entrusted with prominent public functions shall mean all natural persons, including:

- (a) heads of state, heads of government, ministers and deputy or assistant ministers;
- (b) members of parliament or of similar legislative bodies;

(c) members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal except in exceptional circumstances;

(d) members of courts of auditors or of the boards of directorates of central banks;

- (e) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (f) members of the administrative, management or supervisory bodies of state-owned enterprises;
- (g) important officials and members of the governing bodies of political parties;
- (h) directors, deputy directors and members of the board or equivalent function of an international organization. None of the categories set out in (a) to (h) above shall be understood as covering middle ranking or more junior officials.

Yes No

If yes, please fill in below PEP declaration form:

a. PEP 1:	
Name of PEP	 Residence
Date of birth	Profession
Nationality	
b. PEP 2:	
Name of PEP	Residence
Date of birth	Profession
Nationality	
c. PEP 3:	
Name of PEP	 Residence
Date of birth	Profession
Nationality	— —
d. PEP 4:	
Name of PEP	 Residence
Date of birth	Profession
Nationality	_

5. Dividend and redemption payments

Please provide details of your bank account for redemption and dividend payments. Any redemption and dividend proceeds will be sent to this account by bank transfer at your cost. Please note we do not issue payments by cheque. All payments will be made to an account in the name of the registered shareholder/unitholder only; we do not pay any proceeds to a third party on your behalf.

If you use multiple bank account details, please provide those separately on official letterhead paper, signed by authorized signatories.

Name of bank		
Address		
Post code	City	Country
SWIFT / BIC Cod	e	
Account name		
Account no (IBAN	l)	Account currency



6. Subscription Payment Details

Please remit the proceeds of the subscription with authenticated advice to the Administrative Agent. Payments must be made in the reference currency of the share class you invest in by swift payment from an account in your name and without charge for the beneficiary. We do not accept cheques, or payments from a third party account. If payments are made with another currency than the share class currency invested, while the Beneficiary Bank will automatically convert to the currency of the share class, the subscription payment will be rejected. All fees related to the foreign exchange of currency and for the rejected payments are to be supported by the Client. We cannot be responsible for any losses

or missed opportunities arising from not making the payment in the reference currency of share class.

Ссу	Correspondent Bank	Beneficiary Bank	Beneficiary Account	Beneficiary Name
AUD	ANZBAU3MXXX	CHASLULXXXX	LU650670006500001039	AUD Collection Account TA Nordea (NDEALUL2XXX)
CAD	ROYCCAT2XXX	CHASLULXXXX	LU180670006550205690	CAD Collection Account TA Nordea (NDEALUL2XXX)
CHF	UBSWCHZH80A	CHASLULXXXX	LU700670006500001046	CHF Collection Account TA Nordea (NDEALUL2XXX)
CNY	СНАЅНКННХХХ	CHASLULXXXX	LU050670006500001052	CNY Collection Account TA Nordea (NDEALUL2XXX)
DKK	NDEADKKKXXX	CHASLULXXXX	LU800670006500001060	DKK Collection Account TA Nordea (NDEALUL2XXX)
EUR		CHASLULXXXX	LU150670006500001066	EUR Collection Account TA Nordea (NDEALUL2XXX)
GBP	CHASGB2LXXX	CHASGB2LXXX	GB48CHAS60924241391514	GBP Collection Account TA Nordea (NDEALUL2XXX)
NOK	NDEANOKKXXX	CHASLULXXXX	LU520670006500001079	NOK Collection Account TA Nordea (NDEALUL2XXX)
PLN	BREXPLPWXXX	CHASLULXXXX	LU840670006500001085	PLN Collection Account TA Nordea (NDEALUL2XXX)
SEK	NDEASESSXXX	CHASLULXXXX	LU190670006500001091	SEK Collection Account TA Nordea (NDEALUL2XXX)
SGD	OCBCSGSGXXX	CHASLULXXXX	LU510670006500001097	SGD Collection Account TA Nordea (NDEALUL2XXX)
USD	CHASUS33XXX	CHASLULXXXX	LU830670006500001103	USD Collection Account TA Nordea (NDEALUL2XXX)
JPY	CHASJPJTXXX	CHASLULXXXX	LU470670006500001072	JPY Collection Account TA Nordea (NDEALUL2XXX)

7. Communication

7.1 Communication in general

The Administrative Agent offers to communicate with you through email, fax or post.

The Administrative Agent encourages clients to consider paperless communication. If you wish to receive report(s) through email or fax please provide the email address/fax number to which the report(s) should be sent:

	Trade confirmations (Subscription / Redemption / Switc	n) email address/Fa	X
	Transfer confirmations	email address/Fax	
	Corporate Actions confirmations (Merger / Dividend)*	email address/Fax	
_			
	Holding statements (monthly)	email address/Fax	
	Transaction statements (monthly)	email address/Fax	
	Annual statement	email address/Fax	

Please note that notices of prospectus changes, suspension of trading in shares and all other items for which a notice is required will be sent by email to the email address provided by you. If no email address has been provided notices will be sent to you by post to the physical address provided by you. Please note that notices concerning Annual General Meetings and Extraordinary General Meetings will be sent to the physical address provided by you.

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SWIFT

SWIFT is a fully automated messaging system that enables connections between banks, corporations and trading platforms on a secure network. SWIFT can be used for trading and receipt of portfolio reporting such as statement of transaction and statement of holding. For ordering and/or receiving statements via SWIFT, please contact the Transfer Agency (<u>TransferAgency@nordea.com</u>) prior to issuing any orders and/or requesting statements via SWIFT.

Statement of transaction	SWIFT Address	
Statement of holding	SWIFT Address	

7.2 Communication of Application Form and Trading Form

a. Initial subscription

Application Form for Account opening

If you intend to buy shares/units of a Fund for the first time, please send, for the Account opening at the Administrative Agent, the original of this duly completed and signed Application Form by post to the applicable address on page 2 of this Application Form.

In addition to sending the original Application Form via post, you may submit the completed and duly signed Application Form via fax to the following fax number (+352) 2786 5010 or by email to below applicable e-mail address, if you wish to use email as a means of communication with the Administrative Agent:

For Swedish investors:	NIMFundorderSE@nordea.com
For Finnish investors:	NIMFundorderFI@nordea.com
For Norwegian investors:	NIMFundorderNO@nordea.com
For Danish investors:	NIMFundorderDK@nordea.com
For other investors:	NordeaFundsTrading@nordea.com

Trading Form for subscription requests

Initial subscription for shares/units must be made by forwarding the duly completed and signed Trading Form available on the website www.nordea.lu or the Investor's own Trading Form either via post to the applicable address on page 2 of this Application Form, or fax (to fax number: +352 2786 5010), or email (please use the aforementioned email addresses listed in this section 7.2. a) or any other means as agreed with the Administrative Agent. Please remember that any instructions received at or after cut-off time defined in the relevant Fund's Prospectus and/or Fund Rules (as applicable) will be carried out at the price calculated at the next cut-off time as set out in the Fund Prospectus or Fund Rules (as applicable). Please note that no order can be placed as long as the Account opening has not been completed by the Administrative Agent.

b. Subsequent order

For any subsequent order, the Investor shall submit a duly completed and signed Trading Form by fax or email or by using any other means as agreed with the Administrative Agent following the instructions given under section 7.2. a hereof.

8. Foreign Account Tax Compliance Act (FATCA)

Please provide the following information
Global Intermediary Identification Number (GIIN)
FATCA Classification

Unless otherwise decided by the board of directors of the relevant Fund or their delegate, the shares/units shall not be offered or sold to ultimate beneficial owners which are U.S. Persons. For a definition of the term "U.S. Person" please refer to the Prospectus/Fund Rules of the relevant Fund.

FATCA extends the Internal Revenue Code of the U.S. with a new chapter on "Taxes to enforce reporting on certain foreign accounts" and requires foreign financial institutions (FFI) to provide the Internal Revenue Service in the U.S. (IRS) via the Luxembourg tax authorities with information on certain U.S. Person's direct and indirect ownership of non-U.S. accounts and non-U.S. entities.

The Fund and/or the Administrative Agent and/or the Management Company will verify your details and reserve the right to refuse the opening of an Account and/or the subscription of shares/units if any of the below listed U.S. indicia are found to be applicable:

A) A partnership, corporation or trust organised under U.S. law and subject to U.S. tax (U.S. place of organisation)

B) U.S. place of incorporation

C) Current U.S. mailing or residence address, including a U.S. Post Office Box, a U.S. "in care of", "hold mail" address or a power of attorney or signatory authority granted to a person with a U.S. address

D) U.S. telephone number

Please note that the Fund and/or the Administrative Agent and/or the Management Company reserve the right to ask for complementary documents in relation to FATCA identification purposes. Applications submitted by an Investor being a company or other entity, such as a trust or foundation, or by a financial adviser on behalf of a third party may need to be accompanied by documents. In the case of a company, partnership, trust or other entity, applications must be accompanied by:

- a tax residency self-certification in compliance with EU Directive 2014/107/EU and Luxembourg's International Tax Agreements with other countries, and also
- a U.S. W8 form in accordance with the Luxembourg IGA for compliance with the US FATCA Regulations.
- A tax residency self-certification is also required for each Controlling Person of the entity, where applicable.

9. Entity certification for CRS & DAC purposes

Based on the OECD Common Reporting Standard and National Legislation, the Administrative Agent is required to collect and report certain information about an account holder's tax residency to the local competent authority.

If the Investor is a Passive NFE or a "Professionally Managed" Investment Entity (typically a fund), and is located in a Non-Participating CRS Jurisdiction, please provide information on the Controlling Persons; a separate form can be provided by the Administrative Agent upon request.

Please complete one of the relevant sections below (Part I-III) (for definitions of terms see section I. in the General Terms and Conditions).

Par	Part I Financial Institution				
A		Investment Entity managed by other Financial Institution Professionally managed Investment Entity located in a Non-Participating CRS Jurisdiction and managed by other Financial Institution Please provide information related to the entity's Controlling Person(s)			
в		Other type of Investment Entity			
с		Financial Institution - Depository Institution, Custodial Institution or Specified Insurance Company The undersigned Authorised Representatives certify that the entity is a Financial Institution other than above, located in a FATCA- Partner Jurisdiction or CRS Participating Jurisdiction and has not been classified as a Non-Participating Financial Institution			

Or

Part II Active Non-Financial Entity – (Active NFE)			
Α		Active NFE - A corporation whose shares are regularly traded on one or more established securities markets or a Related Entity (affiliate) of such a publicly traded corporation	
В		Active NFE - A Governmental Entity, an International Organisation or a Central Bank	
С		Active NFE - The undersigned Authorised Representatives certify that the entity is an Active NFE other than above	

Or

Part III Passive Non-Financial Entity – (Passive NFE)		
Α		The undersigned Authorised Representatives certify that the entity is a Passive NFE. Please provide information related to the entity's Controlling Person(s)

Please note that the Fund and/or the Administrative Agent and/or the Management Company reserve the right to ask for complementary documents in relation to CRS & DAC purposes.

Country of tax residence	Tax ID number (TIN) or equivalent	TIN or equivalent not available	Reason for TIN or equivalent not being available

10. Confirmation and signature

The Investor confirms that he/she is cognizant of the relevant Fund's Constitutive Documents, Fund Rules, Prospectus, latest financial reports and with the General Terms and Conditions. The Investor declares to have read and understood the General Terms and Conditions.

Where applicable, the Investor confirms awareness of the relevant Key Information Document "KID) or Key Investor Information Document ("KIID") and that he/she will always have read the latest version of the relevant KID or KIID prior to investing into a Fund, sub-fund or unit/share class thereof. Respectively if the investment is on behalf of a third party, the Investor will ensure that the relevant KID or KIID is made available to such third party in accordance with laws and regulations governing the relationship with the third party client.

This Application Form shall be construed in accordance with and governed by Luxembourg law. The courts of the Grand Duchy of Luxembourg will have exclusive jurisdiction of all disputes arising from this Application Form and from the Account opening process. For the avoidance of any doubt, local law of the respective Fund's and/or the Management Company's domicile will apply to the relationship between the Fund, the Investor and the Management Company.

The Investor and the Administrative Agent agree that the relevant Management Company may rely on this Application Form and in particular on the representations and warranties given by the Investor.

For further information on restricted or prohibited share/unit ownership, please consult the Prospectus, the Fund Rules and/or Constitutive Documents of the relevant Fund or refer to the relevant Fund's Management Company.

This Application Form for institutional Investors must be signed by authorised signatories of the Investor.

Please see for details on the documentation to be provided to the Company for client identification/anti-money laundering and anti-terrorist financing purposes sections IV. to VI. of the General Terms and Conditions.

The Investor notably declares the following:

- I/We declare not to be a U.S. Person(s) (as defined in the Prospectus/Fund Rules of the relevant Fund). As an Investor, I/We will notify the Fund and the Administrative Agent immediately if I/we become a U.S. Person(s) or become aware that any person for whom I/we hold shares/units has become a U.S. Person as defined above.

- I/We acknowledge that the Administrative Agent reserves the right to request additional information and/or documentation.

- I/We confirm that the information I have provided is correct.
- I/We confirm that, to the best of my/our knowledge, all applicable tax rules and regulations are complied with.
- I/We undertake to inform the Administrative Agent forth-with of any change in the beneficial ownership of the shares/units or in any of the information as declared by the Investor herein.
- I/We declare to make payment on the date indicated in the deal confirmation.

FIACE			
Date		Signatures	

General Terms and Conditions

I. Definitions:

Account: Recording of the Investor static data in the systems of the Administrative Agent in order to enable the Investor to subscribe, redeem or convert shares/units, before the transaction is recorded in the relevant unit/shareholder register.

Active Non-Financial Entity – (Active NFE): Any NFE that meets one of the following criteria:

 Less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is Passive Income (please see below for definition of Passive Income) and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of Passive Income;

 The stocks of the NFE are regularly traded on an established securities market or the NFE is a Related Entity of an Entity, the stocks of which are traded on an established securities market;

3) The NFE is a government, a political subdivision of such government, or a public body performing a function of such government or a political subdivision thereof, or an Entity wholly owned by one or more of the foregoing;

4) Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution. This typically applies to holding companies. The Entity will however not qualify as an Active NFE if it functions as (or holds itself out to be) an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then holds interests in those companies as capital assets for investment purposes;

5) The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; the NFE will not qualify for this exception after the date falling 24 months after the date of the initial organization of the NFE;

6) The NFE was not a Financial Institution in the past 5 years, and is in the process of liquidating its assets, in bankruptcy or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;

7) The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or

8) The NFE is a non-profit organisation.

Administrative Agent: Nordea Investment Funds S.A., 562 rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg.

AIF: An Alternative Investment Fund in the meaning of the AIFM Directive.

AIFM: An Alternative Investment Fund Manager in the meaning of the AIFM Directive.

AIFM Directive: The Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, as may be amended from time to time.

AML-KYC: Anti-Money Laundering - Know Your Customer.

Application Form: The present application form and the General Terms and Conditions to apply to open an Account with the Administrative Agent in order to enable the Investor to subscribe for or redeem shares/units in one or several Funds.

Authorised Representative: An authorised representative is authorised to sign statements or conclude contracts on behalf of the Investor. The authorised representative is determined by the legal form of the Investor or appointed by the Investor.

Beneficial Owner: In accordance with Article 1 (7) of the Luxembourg Law of 12 November 2004, as amended:

(i) any natural person who ultimately owns or controls a legal entity through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

A shareholding of 25% plus one share or an ownership interest of more than 25% in the

customer held by a natural person shall be an indication of direct ownership. A shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a corporate entity, which is under the control of a natural person(s), or by multiple corporate entities, which are under the control of the same natural person(s), shall be an indication of indirect ownership;

(ii) if, after having exhausted all possible means and provided there are no grounds for suspicion, no person under point (i) is identified, or if there is any doubt that the person(s) identified are the beneficial owner(s), any natural person who holds the position of senior managing official.

Confidential Information: Any non-public information or data of any nature disclosed by Nordea (including any member of the Nordea Group), whether by act or omission and irrespective of the form of communication and irrespective of whether such information is retained in the form in which it was provided to the Investor or is contained or reflected in notes or other documents prepared by the Investor.

Constitutive Documents: The articles of incorporation or management regulations of a Fund, as amended or replaced from time to time.

Controller: Natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data within the meaning given by the GDPR.

Controlling Person: The natural person(s) who exercises control over an Entity. For this purpose, control includes direct or indirect ownership of more than 25% of the Entity.

CRS: The Common Reporting and Due Diligence Standard developed by the Organisation for Economic Co-operation and Development (OECD) in order to introduce a global standard for the automatic exchange of financial account information and its local relevant implementing laws.

Custodial Institution: Any Entity that holds, as a substantial portion of its business, financial assets for the account of others. This is where the Entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of:

1) The three-year period that ends on 31 December (or the final day of a noncalendar year accounting period) prior to the year in which the determination is being made; or

2) The period during which the Entity has been in existence.

Depository Institution: Any Entity that accepts deposits in the ordinary course of a banking or similar business.

Entity: A legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

DAC: The Council Directive 2014/107/EU of 9 December 2014 amending the Directive 2011/16/EU relating to the mandatory automatic exchange of information in the field of taxation based on the CRS and its local relevant implementing laws.

FATCA-Partner Jurisdiction: a jurisdiction that has in effect an agreement with the United States to facilitate the implementation of FATCA. The Internal Revenue Service in the U.S. (IRS) shall publish a list identifying all Partner Jurisdictions.

Financial Institution: A Depository Institution, a Custodial institution, an Investment Entity or a Specified Insurance Company.

Fund: Any UCITS, UCI or AIF in corporate or unincorporated form managed by Nordea Investment Funds S.A. or Nordea Funds Ltd. in relation to which the Administrative Agent has been appointed as registrar and transfer agent, excluding any UCITS, UCI or AIF incorporated in Denmark.

Fund Rules: Fund rules, as currently in force of the relevant Fund domiciled in Finland, Sweden or Norway.

General Terms and Conditions: The present general terms and conditions relating to the Account opening process and the Administrative Agent's actions thereunder. The present general terms and conditions are an integral part of the Application Form. The present general terms and conditions might be subject to changes at the discretion of the Administrative Agent at any time, with immediate effect and without prior notice to the Investor.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General

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Data Protection Regulation), as amended from time to time.

GIIN-number: A "Global Intermediary Identification Number" (19 characters) issued by the Internal Revenue Service (IRS) and assigned to foreign financial institutions and sponsoring entities for purposes of identifying their registration with the IRS under FATCA.

Governmental Entity: The government of a country, any political subdivision of a country (which includes a state, province, county, or municipality) or any wholly owned agency or instrumentality of a country or of any one or more of the foregoing.

International Organisation: Any international organisation or wholly owned agency or instrumentality thereof.

Investment Entity: It includes two types of Entities:

 Any Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

 a) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;

b) Individual and collective portfolio management; or

c) Otherwise investing, administering, or managing financial assets or money on behalf of other persons.

Such activities or operations do not include rendering non-binding investment advice to a customer.

2) The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity which gross income is primarily attributable to investing, reinvesting, or trading in financial assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in (a) – (c) above in the definition of 'Investment Entity'.

An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.

Investor: An Investor applying to open an Account and to subscribe shares/units in the Funds on his own account or on behalf of a third-party.

Management Company: Nordea Investment Funds S.A., 562 rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, managing Funds incorporated in Luxembourg, authorised and regulated by the Luxembourg Supervisory Authority under Chapter 15 of the Law of 17 December 2010 and an AIFM in the meaning of the AIFM Directive, authorised under Chapter 2 of the law of 12 July 2013 or, as applicable, Nordea Funds Ltd., Satamaradankatu 5, FI-00020 NORDEA, Helsinki, managing Funds incorporated in Finland, Norway, Sweden and Denmark, authorised and regulated by a licence granted by the Finnish Government, an AIFM in the meaning of the AIFM Directive pursuant to the Finnish act on alternative investment fund managers, granted by the Finnish Financial Supervisory Authority.

Nordea or Nordea Group: Means herein Nordea Bank Abp including its branches and subsidiaries and any Nordea Bank Abp affiliates.

Non-Financial Entity (NFE): Any Entity that is not a Financial Institution.

CRS Non-Participating Jurisdiction: Any Entity that is not a CRS Participating Jurisdiction.

CRS Participating Jurisdiction: A country that has adopted the Common Reporting Standard and that has signed the international agreement with Luxembourg. For more information regarding the CRS Participating Jurisdictions, please visit the official list of countries published by OECD at: <u>http://www.oecd.org/ctp/exchange-of-tax-information/MCAA-Signatories.pdf</u>

Passive Income: Typically: dividends, interest, rent, royalties, payments from life insurance, certain other insurance income, profits from the sale of assets that provide passive income, profits from commodity sales, foreign exchange earnings and profits from derivatives. Rent that derives from active work of employees (i.e. the entity has employees) is generally not seen as passive income.

Passive Non-Financial Entity – (Passive NFE): Any NFE that is neither a Financial Institution, a professionally managed Investment Entity that is operating in a Non-Participating CRS Jurisdiction, nor an Active NFE.

Personal Data: Any information relating to an identified or identifiable natural person within the meaning given by the GDPR.

Processing: Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, within the meaning given by the GDPR.

KID: Key Information Document **or KIID**: Key Investor Information Documentdocument that includes a description of the Fund's key details. Information on past performance, by fund and share class appears in the applicable KID/KIID. It is important that you read this document prior to making your investment decision. If you have a Financial Adviser, they will be responsible for providing you with the appropriate KID(s) or KIID(s), as applicable. This document is also posted online on nordea.lu, and in some jurisdictions on local Nordea websites.

As required by Regulation (EU) 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurancebased investment products (PRIIPs), as may be amended from time to time.

Prospectus: The current prospectus or private placement memorandum issued by or in respect of each Fund, as supplemented or amended from time to time.

Related Entity: An Entity is a Related Entity of another entity if either Entity controls the other Entity, or two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the votes in an Entity.

Sanctions: The term means prohibitive and restrictive measures directed at foreign governments and nations, individuals or groups, or non-state actors or groups. Sanctions are a foreign policy tool used by international organizations such as the United Nations, supranational bodies such as the European Union and individual governments such as the UK and the U.S. Government through its Office of Foreign Assets Control (OFAC).

Specified Insurance Company: Any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a cash value insurance contract or an annuity contract.

Taxpayer Identification Number (TIN): The term Taxpayer Identification Number (TIN), or a functional equivalent, is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity which is used to identify the individual or Entity for the purposes of tax administration. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include for entities, a business/company registration code/number, and for individuals a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

Trading Form: The trading form available on the website <u>www.nordea.lu</u> or the trading form issued by the Investor itself that may be completed by the Investor and signed by authorized signatories to subscribe for shares/units in a Fund once an Account has been opened and the Account number has been confirmed and whereby the Investor agrees to subscribe for the number of shares/units, or to invest the amount of currency of the Fund(s) specified in the trading form (or such smaller number of shares/units or amount for which the application is accepted), subject to the relevant Fund's Prospectus, Constitutive Documents, Fund Rules and the General Terms and Conditions. Such same trading form available on the website <u>www.nordea.lu</u> or the trading form issued by the Investor itself may be used for any subsequent order of the Investor, subject to the relevant Fund's Prospectus, Constitutive Documents, Fund Rules and the General Terms and Conditions.

UCITS Directive: The Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as may be amended from time to time.

UCI: An Undertaking for Collective Investment.

Nordea Funds – Application form UCITS: An Undertaking for Collective Investment in Transferable Securities governed by the UCITS Directive.

II. By applying for shares/units:

a) The Investor agrees to subscribe for the number of shares/units, or to invest the amount of currency of the Fund(s) specified in the Trading Form (or such smaller number of shares/units or amount for which the application is accepted), subject to the relevant Fund's Prospectus, Constitutive Documents, Fund Rules and the General Terms and Conditions;

b) The Investor agrees that any monies returnable will be retained by the Administrative Agent without payment of interest pending clearance of payment;

c) The Investor confirms that he complies at all times with all investor eligibility requirements and conditions applicable to investment in the Fund and unit/share class (for all transactions) as per the prospectus specifications. The Investor confirms that it is his responsibility to immediately inform the Administrative Agent and/or the Management Company about any change that may affect his eligibility as per prospectus;

d) The Investor confirms that in making an application he/ she is not relying on any information or representation in relation to the Administrative Agent other than those contained in the relevant Prospectus, Fund Rules, Constitutive Documents or KIID or PRIIPs KID of the Fund;

e) The Investor confirms, in the case of payment of subscription monies by bank transfer, that payment of the amount stated in the Trading Form has been transferred to the account of the Administrative Agent quoting the registered name of the Account, Fund, sub-fund (if applicable) and deal reference numbers as given in the deal confirmation;

f) The Investor agrees that if timely payment has not been received within the settlement period, the subscription may lapse and be cancelled at his/her own cost or at the cost of his/her financial intermediary;

g) The Investor confirms that he/she will comply with the applicable anti-money laundering legislation;

h) The Investor acknowledges his/her responsibility to inform himself or herself about the relevant legal, tax and exchange control regulations in force in the countries of his/her respective citizenship, residence or domicile;

 i) The Investor confirms that he/she will comply with all applicable laws and regulations and, in particular, will provide at all time all required tax reporting and reporting related to FATCA and CRS regulations, as applicable to the required tax authorities;

j) The Investor acknowledges that he/she will receive a client number which should be quoted in all further correspondence with the relevant Fund and/or the Administrative Agent;

k)The Investor confirms that he/she will fulfill the obligations needed in order to enable the Fund and/or the Administrative Agent and/or the Management Company to comply with its reporting obligations under the relevant local laws implementing CRS and DAC;

 The Investor acknowledges that the communication of the information requested by the Fund and/or the Administrative Agent and/or the Management Company is made in application of the relevant local laws implementing CRS and DAC.

When investing in Finnish domiciled Funds on behalf of a third party the Investor warrants that:

- He/she holds the necessary authority and/or license to operate on behalf of a third party;
- He/she shall conclude a written contract with a unitholder or with a credit institution or investment firm or other party representing it on the management of the units stating the duty of the Investor to provide the necessary information on the unitholder to the Management Company or the Administrative Agent;
- He/she acknowledges that the Investor has no right to participate in the general meeting of the unitholders of the Funds by virtue of the units managed by him/her on behalf of the third party, without a specific authorisation from the unitholder;
- iv. He/she acknowledges that no certificate of participation shall be issued of units entered in the name of the Investor;
- He/she shall be liable to compensate any damage caused by him/her to a unitholder or another person either willfully or through negligence in connection with its activity;
- vi. The Investor shall, on request, be liable to notify the relevant Financial Supervisory Authority of the name and home state of the unitholder as well as the number of units held by the unitholder and he/she acknowledges that

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the relevant Financial Supervisory Authority may, alternatively, approve that the Investor submits the corresponding information on a representative acting on behalf of the unitholder as well as a written affirmation given by the representative to the effect that the unitholder is not Finnish in case of a Finnish domiciled Fund;

- He/she shall be liable to disclose the information on the unitholder to a prosecuting and pre-trial investigation authority for the investigation of a crime as well as to other authorities entitled to this information under the law;
- viii. He/she shall provide all the required tax reporting and reporting relating to FATCA and CRS regulations to the required tax authorities.

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The Investor acknowledges that registration in a Finnish domiciled Fund in the name of an Investor acting on behalf of a third party and acting as a nominee is not permitted for Finnish citizens or Finnish institutions under the Finnish Act on Mutual Funds (22.2.2019/213).

- III. Applicable anti-money laundering legislation must be complied with. Nordea reserves the right not to accept business from the Investor or to withhold distributions and proceeds of sale if the relevant anti-money laundering verification is not made. Nordea shall not be liable for any share price movements or loss of bank interest occurring as a result of anti-money laundering requirements having to be satisfied. In addition, Nordea reserves the right to terminate the business relationship with immediate effect after reasonable attempts to contact the Investor to obtain the missing or updated Investor's AML-KYC documentation which will prevent Nordea from fulfilling its anti-money laundering obligations.
- IV. The Administrative Agent is required by law to verify the identity of all Investors for antimoney laundering and anti-terrorist financing purposes. According to article 14 of Directive 2015/849/EU on the prevention of the use of the financial system for the purposes of money laundering or terrorism financing and article 3 of the Luxembourg Law of 12 November 2004, as amended, we reserve the right not to accept business from you or to withhold distributions and redemption proceeds if the relevant anti-money laundering documentation is not received or completed to the full satisfaction of the Administrative Agent.

Originals or certified copies of all the following documents in or translated into English, German or French must be attached to this Application Form. Translations must be performed by a certified translator and be marked as such.

All original translations or copies are to be certified in English, German or French as a true translation or copy by one of the following competent authorities: embassy, consulate, solicitor, licensed lawyer, notary (the "empowered Public Authority") or banks regulated in countries having equivalent anti-money laundering and anti-terrorist financing standards to the country of domiciliation of the Fund. The certification must show the official stamp of the empowered Public Authority, the person's name and signature, date and where possible their position.

As an Investor, you declare that all monies and assets invested in any of the Funds are neither directly or indirectly the proceeds of unlawful activities within the meaning of the relevant legal requirements.

Pursuant to applicable laws, as amended, to combat, money laundering and the financing of terrorism, the relevant Fund and/or the Administrative Agent may demand from you details concerning the financial institutions from which the transfer of payment is to be made. You must commit to fully respect the applicable laws and provisions about the prevention of money laundering, in particular the measures and recommendations of FATF to prevent money-laundering in FATF countries and to fight against financing of terrorism.

You must also commit in particular not to undertake any activities which could, in accordance with FATF guidelines about anti-money laundering and fight against terrorism, hold the relevant Fund and/or the Administrative Agent liable for damages. If you are not able to provide the details required or other necessary documents, the Administrative Agent will refuse the subscription or retain redemption proceeds if an Account has already been opened in the register.

You must undertake the responsibility to inform the relevant Fund forth-with of any change in the beneficial ownership of the shares/units or in any of the information as declared by the Investor herein.

V. In the case of Financial Institutions registered and supervised for anti-money laundering purposes by a local financial authority, proof of regulation should be provided. This can be either a copy of the financial licence or an internet link to the Financial Institution's entry on the appropriate financial authority's website.

In the case of legal entities not supervised but listed on a recognised stock exchange, proof of listing should be provided.

Additionally, all Financial Institutions and legal entities are to provide a current and dated list on company letterhead of all authorised signatories or an officially published booklet of authorised signatories.

When Financial Institutions act as intermediaries and invest on behalf of third parties as confirmed in section 3.1:

The Financial Institution warrants that it will identify and verify each investor's identity and its related parties subscribing to Shares of the Fund in accordance with the Applicable Law regarding Anti-Money Laundering and Counter Terrorist Financing. In this respect, the Financial Institution agrees to keep records of all

Nordea Funds – Application form

information and documentation pertaining to any customer Due Diligence, business relationship and transaction of/to each Investor, for a period of at least five (5) years following the termination of the business relationship with the investor, without prejudice to longer retention periods prescribed by other laws.

 The Financial Institution monitors applicable international sanctions lists, including but not limited to the sanction lists' of the European Union, the Office of Foreign Assets Control (OFAC), of the US Department of the Treasury and of the United Nations Security Council and shall a) not distribute any Fund to any investor (or any investor controlled or beneficially owned by), any person or entity listed or subject to restrictions on such sanction list and b) notify the Company of any customer, person or entity controlling an Investor or person or entity beneficially owning an investor identified in the sanctions screening.

Χ.

- The Financial Institution undertakes to provide the Company, the Fund, the Administrative Agent and/or the relevant authorities, as soon as possible, and upon request of the Fund, the Administrative Agent, the Company and/or the relevant authorities with the identification data and other relevant documentation relating to the customer Due Diligence requirements, such as the origin of funds, applicable to Investors having subscribed to Shares of the Fund and such without imposing any local legislation or regulation.
- Should the Financial Institution not provide such information and documentation, the Company and/or the Administrative Agent shall be entitled to refuse the execution of any redemption or switch order relating to the number of Shares for which no satisfactory reply from the Financial Institution has been received. The Company and/or the Administrative Agent may refuse to execute any order in such cases where it believes in good faith that it is bound by Luxembourg law to do so.

In the case of legal entities not listed on a recognised stock exchange, additional documents should be provided, including:

• A certified true copy of the identity documentation of any unitholders/shareholders owning more than 25% of the shares issued or of the voting rights,

• A certified true copy of the identity documentation of any individual exercising control over the management of the legal entity,

A written declaration from any individual acting as the economic beneficiary of the legal entity.

· Certificate of incorporation/evidence of registration,

- · Latest financial report or equivalent,
- Proof of identity and address for at least two individuals who operate the account.

Entities such as foundations, trusts and charities should provide official documentation that explains the holding structure and purpose of the entity.

Please note that "identity documentation" shall be understood as any official document bearing a clear photo of an individual, which establishes, without doubt, the identity of said individual, such as a passport or identity card.

Please note that these are our minimum requirements and the Administrative Agent reserves the right to request additional documentation on an individual basis.

VI. Tax Regulations require us to collect information about each Investor's tax residency. Please indicate all countries in which you are resident for tax purposes and the associated tax reference numbers in section 8 of the Application Form. If you are an eligible US Investor, please include United States in this related field along with your US Taxpayer Identification Number.

Failure to provide documentation may result in a delay in the investment or the withholding of sale proceeds.

Please note that the Fund and the Administrative Agent reserve the right to ask for complementary identification documents upon reception of the Application Form.

- VII. In case the Account is blocked due to missing AML-KYC documentation or other reasons, the Administrative Agent will place any transaction order received for the Account, but the amounts or dividends to be paid out will be retained until the Account is unblocked. In addition, no interest will be paid.
- VIII. Failure to make payment on the payment date as indicated in the deal confirmation may result in the Administrative Agent bringing an action against the defaulting Investor or the Investor's financial intermediary or deducting any costs or losses incurred by the relevant Fund or the Administrative Agent against any existing holding of the Investor in the Fund. In all cases, any confirmation of transaction and any money returnable to the Investor will be held by the Administrative Agent without payment of interest pending receipt of the remittance by the Administrative Agent.
- IX. The late communication, the non-complete, inaccurate or failure to provide information as requested by the Fund and/or the Administrative Agent and/or the Management Company may result in the Fund and/or the Administrative Agent and/or the

Management Company bringing an action against the defaulting Investor or the Investor's financial intermediary or deducting any costs or losses incurred by the Fund and/or the Administrative Agent and/or the Management Company against any existing holding of the Investor in the Fund. All documents sent by post will be at your risk and will be sent to the named holder on the shareholder/unitholder register at the registered address. If the Application Form is submitted by your financial adviser, copies of all documents will be sent to them. All payments will be sent directly to the account provided by the applicant in the Application Form.

- The Administrative Agent reserves the right to close an Account in case of no holdings and movements for more than six (6) months. Moreover the Management Company and the Administrative Agent reserve the right to request to the Investor to fully redeem fractional holdings, if in the interest of the Fund to do so.
- The Investor agrees that the Application Form, these General Terms and Conditions, all applications and acceptances of applications will be governed by and construed in accordance with Luxembourg law. The place of jurisdiction for all disputes arising out of or relating to the Application Form and these General Terms and Conditions is Luxembourg. The Application Form and these General Terms and Conditions are subject to Luxembourg law. For the avoidance of any doubt, local law of the Fund and/or the Management Company will apply to the relationship between the Fund, the Investor and the Management Company.
- The Investor hereby expressly authorises the Administrative Agent to record his/her telephone conversations with Nordea for the purpose of account administration and internal control.
- In accordance with the GDPR, the Personal Data of the Investor contained in any document provided by the Investor may be collected, recorded, stored, adapted, transferred or otherwise processed and used by the Fund and/or the respective Management Company as applicable and/or the Administrative Agent acting as Controller within the meaning of the GDPR. The Personal Data of the Investor may include identification data, contact data, professional data, administrative data, financial data as well as any other information required to allow the Investor to open an Account with the Administrative Agent in order to subscribe in the Fund.

By signing the Application Form such Personal Data may be in particular processed by the Fund, Management Company, Administrative Agent and/or the external delegates and service providers appointed by the respective Management Company to support the Fund's activities for any of the following purposes:

a) compliance with any legal or regulatory obligation applicable to the Management Company, the Administrative Agent, the Fund and/or the Investor;

b) existence of any other legitimate business interests pursued by the Fund and/or the Management Company;

c) for any other purpose not listed above in order to assure proper and timely execution of the services to the Investor.

The Fund, the Management Company and/or the Administrative Agent may transfer or disclose the Personal Data that may be obtained from the Investor to other entities within the Nordea Group and/or to any delegate or service provider for the processing purposes as listed above. The Fund/Management Company/Administrative Agent endeavors that the data transfer to the Nordea Group entities and/or to any delegate or service provider established in third countries not being part of the European Economic Area meets an adequate level of data protection comparable to the GDPR standards. However, should any data be transferred to a Nordea Group entity and/or to any delegate or service provider located in a third country which does not offer an adequate level of protection comparable to the GDPR standards, the Fund, Management Company and/or Administrative Agent shall endeavor to ensure that such data transfer will be compliant with the rules set out in GDPR. This includes disclosure of personal data to authorities for CRS, DAC the and FATCA compliance purposes, including to third countries.

The Fund, Management Company or Administrative Agent, as applicable, will not store the Personal Data for a longer period than it is necessary for the purpose(s) it was collected for. With regards to the definition of appropriate retention periods, the Administrative Agent shall comply with any applicable obligations to retain information including legislation in relation to AML, GDPR and tax laws and regulations.

Further details on the terms and conditions of the processing of Personal Data and the rights of the Investor in connection with the processing of Personal Data, such as the access to information, rectification, data portability can be found in the Data Privacy Policy which is available on www.nordea.lu. Furthermore, the contact details of the Fund and/or Management Company as data Controller can be found in the Prospectus/Fund Rules as applicable and the contact details of the data protection officer appointed by the Fund and/or Management Company can be found in the Data

Confidential

Nordea Funds – Application form Privacy Policy.

- XIV. The Investor should not disclose any Confidential Information (including shares/units held by the shareholder/unitholder) to third parties (other than on a confidential basis to their professional advisers) except if, and only to the extent, such Confidential Information is brought into the public domain by the Administrative Agent or any of their affiliates or Nordea has explicitly consented to such information as not being considered confidential prior to disclosure.
- XV. The information and/or data related to the Investor and/or its holdings in the Fund collected by the Fund and/or the Administrative Agent and/or the Management Company shall not be disclosed to third parties except as may be required by the applicable law and/or by the relevant authorities. Such information and/or data may be disclosed on a confidential basis to professional advisers of the Fund and/or the Administrative Agent and/or the Management Company as the case may be as well as to the relevant Entities within the Nordea Group.
- XVI. In the framework of CRS and DAC, the information collected by the Fund and/or the Administrative Agent and/or the Management Company are disclosed to the relevant tax authorities who transfer such information to the competent authority of the CRS Participating Jurisdictions.

The treatment of the information exchanged with the CRS Participating Jurisdictions is subject to a secured, limited and controlled access. Information exchanged within the scope of CRS and DAC shall only be limited to what is foreseen in the law of the 18 December 2015 relating to the automatic and mandatory exchange of information in tax matters implementing the Council Directive 2014/107/EU of 9 December 2014 amending the Directive 2011/16/EU relating to the mandatory automatic exchange of information in the field of taxation and in relevant local laws implementing CRS and DAC.

The Luxembourg authorities or the Fund and/or the Administrative Agent and/or the Management Company will inform the Investor of any breach of security concerning the latter's data when such breach of security is likely to affect the protection of the Investor's Personal Data or private life as further described in the Data Privacy Policy.

The relevant information obtained in application of CRS and DAC is not kept longer than required by relevant local implementing laws and, in any case, subject to the statute of limitation applicable to the person responsible for the treatment of the collected data.

XVII. The Prospectus and/or Fund Rules prohibit the execution of subscription, redemption or conversion orders received at or after the cut-off time at the net asset value applicable on this day.

An arbitrage technique whereby a shareholder/unitholder systematically carries out subscriptions, redemptions or conversions of shares/units within a short period in order to exploit time zone differentials or weaknesses in the net asset value calculation system of the relevant Fund is unacceptable, since this may lead to increased costs and/or lower profits which have a negative impact on the performance of the Funds. In cases of doubt in relation to any subscription, redemption or conversion order, the Management Company reserves the right not to execute such order or to implement other preventive measures as set out in the Prospectuses and/or Fund Rules.

The Investor acknowledges that the Funds are designed for long-term investment and that large-scale, short term trading activity carried out to exploit price fluctuations has a detrimental effect on fund management.

In this context, the Investor declares to employ his/her best efforts to ensure that all transactions in which he or she is aware of a connection to market timing practices, or where he/she suspects such a connection, are prevented. The Investor will do everything in his/her power to prevent these practices.

- XVIII. Unitholders/shareholders can send a complaint in writing to the Management Company or the Administrative Agent. The Management Company or the Administrative Agent makes every effort to respond to complaints in accordance with the Information on Complaints handling which is available on <u>www.nordea.lu</u>. In addition, a copy of the Complaints handling procedure is available upon request free of charge.
- XIX. The Investor acknowledges and accepts the risks associated with the use of emails. The Administrative Agent is under no circumstances liable for any loss or damage that may arise from the use of emails. The Administrative Agent disclaims all liability with regard to emails (and the contents therein) if they are corrupted, lost, destroyed, delayed, incomplete, misdelivered, intercepted, decrypted or otherwise misappropriated by others.