



# 1 INTRODUCTION

#### 1.1

In accordance with applicable law C WorldWide Asset Management Fondsmaeglerselskab A/S (hereafter "CWW AM") is required to disclose to its customers (hereafter referred to as the "Client" or "Clients") certain information. The purpose of this document containing statutory information is to fulfill CWW AM's disclosure requirement in relation to Customers who have entered into an agreement with CWW AM without agreeing to CWW AM's standard business terms and standard customer agreement. In case of any discrepancies between the customer agreement between the Customer and CWW AM and this document the customer agreement shall prevail. The latest updated version of this statutory document is www.cworldwide.com.

# 2 CLIENT CATEGORISATION

#### 2.1

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

### 2.2

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

### 2.3

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



#### 2.4

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

# 3 ASSESSMENT OF SUITABILITY AND **APPROPRIATENESS**

3.1

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

- a) the knowledge and experience of the Client in the relevant investment field,
- b) the financial situation of the Client and the Client's ability to bear losses,
- c) the investment objective of the Client, including the Client's risk tolerance, enabling CWW AM to recommend to the Client the investment services and financial instruments that are best suited for the Client (assessment of suitability), and
- d) the Client's ESG preferences.

The above requirements will enable CWW AM to provide the Client the investment service and the financial instruments that are best suited for the Client (assessment of suitability). If CWW AM does not receive the required and updated information from the Client, CWW AM is not authorised to provide investment advice or implement portfolio management.



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

#### 3.3

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

#### 3.4

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

# 4 TRADING IN FINANCIAL INSTRUMENTS AND **BEST EXECUTION**

#### 4.1

When executing respectively receiving and transmitting the Client's orders and when trading for the Client in the course of managing the Client's portfolio, CWW AM will take all sufficient steps to achieve the best possible results for the Client ("Best Execution").

### 4.2

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



completing transactions for the Client are further described in CWW AM's Execution and Allocation Policy.

#### 4.3

The Execution and Allocation Policy and list of principal trading venues will be provided to the Client before conclusion of an agreement.

# 5 RECORDING AND STORAGE OF COMMUNICATION

### 5.1

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

# **6 TRADING COSTS**

# 6.1

CWW AM will settle trades with financial instruments at the same rate as the rate at which CWW AM settles with the selected broker.

#### 6.2

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

6.3



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

# 7 CONFLICTS OF INTEREST

#### 7.1

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

#### 7.2

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

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

### 7.3

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

# 8 INDUCEMENTS ETC.

8.1



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

#### 8.2

CWW AM receives distribution fees in in connection with the sale of units in the sub-funds of Investeringsforeningen C WorldWide (UCITS – Denmark) and C WorldWide, C WorldWide (UCITS – Luxembourg) An overview of the distribution fees that CWW AM receives is set out in "Overview of distribution fees". The current Overview of distribution fees is available on the webpage of CWW AM www.cworldwide.com. CWW AM can make the current Overview of distribution fees available to the Client on another webpage or on an investor portal by prior notification to the Client.

#### 8.3

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

#### 8.4

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



# 9 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

9.1

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

Clients may file complaints to:

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

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

Additional information can be found on www.cworldwide.com

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

Ankenævnet for Fondsmæglerselskaber C/O Det Finansielle Ankenævn St. Kongensgade 62, 2. sal 1264 København K www.fanke.dk/ankenaevnet-for-fondsmaeglerselskaber/en

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

# 10 GUARANTEE SCHEME FOR INVESTORS

10.1

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



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

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

# 11 DUTY OF CONFIDENTIALITY AND PROCESSING OF INFORMATION

11.1

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

#### 11.2

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



# 12 INFORMATION ABOUT CWW AM AND COMMUNICATION

12.1

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

Contact details of CWW AM are:

C WorldWide Asset Management Fondsmaeglerselskab A/S Dampfaergevej 26 2100 Copenhagen Denmark

Telephone: +45 35 46 35 00 E-mail: info@cworldwide.com

Contact details of the Danish Financial Supervisory Authority are:

The Danish Financial Supervisory Authority Aarhusgade 110 2100 Copenhagen Denmark www.finanstilsynet.dk

Telephone +45 33 55 82 82

12.2

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

12.3

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