

1. INTRODUCTION

These Terms of Business ("the Terms of Business") have been drafted in accordance with the Securities Trading Act, cf. the Act of 29 June 2007 No. 75 ("the Act") and the associated regulations. Terms used in the Act have the same meaning when used in the Terms of Business.

Clients of Markedskraft ASA will be deemed to have agreed to be bound by these Terms if the Client, having received the Terms of Business, enters into an agreement or trades with Markedskraft.

2. CONTACT INFORMATION

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3. SERVICES THAT MARKEDSKRAFT IS AUTHORISED TO PROVIDE

Under Section 2-1 (1) of the Act, Markedskraft is authorised to provide the following services :

- 3.1. Reception and transmission on behalf of clients of orders in relation to one or more financial instruments.
- 3.2. Execution of orders on behalf of clients.
- 3.3. Active management of investors' portfolios of financial instruments on a client-by-client basis and in accordance with investors' mandates.
- 3.4. Investment advice as defined in Section 2-4, first paragraph of the Act.

In addition, Markedskraft is authorised to provide ancillary services in accordance with Section 2-1 (2) of the Act:

- 3.5. Foreign currency exchange services when these are connected to the provision of investment services.
- 3.6. Preparation and provision of investment recommendations, financial analyses or other forms of general recommendation relating to transactions in financial instruments.
- 3.7. Services related to the underlying commodity derivatives and derivatives as defined in Section 2-2, subsection 5, paragraph 5 of the Act where these services are connected to the provision of investment or ancillary services.

4. CONTENTS OF THE TERMS OF BUSINESS

These Terms of Business apply to Markedskraft's investment services and ancillary services.

The Terms apply to all services, unless otherwise specifically agreed. A separate agreement will be concluded between the Client and Markedskraft for services provided by Markedskraft. Together the Terms of Business and other separate agreements make up the full system of agreements between Markedskraft and the Client.

Trades conducted through Markedskraft will generally also be regulated by specific trading rules, standard terms and other regulations applicable to the individual marketplace and clearing house in which the trade and settlement/clearing are conducted. In the event of conflict between the ordinary Terms of Business and such trading rules, standard terms and regulations for the individual marketplace and/or clearing house, such rules etc. will apply.

In addition, the statutory rules in force from time to time will apply.

The Client undertakes to comply with the legislation and the rules, terms and conditions applicable from time to time for

the individual market and/or marketplace and/or clearing house in which trades are conducted or cleared.

In providing its services Markedskraft will comply with good business practice and the rules governing the individual marketplace and the applicable ethical norms in force from time to time.

5. REGULATORY AUTHORITY

Markedskraft is subject to the supervision of Finanstilsynet (the Financial Supervisory Authority of Norway).

6. CLASSIFICATION OF CLIENTS

Under the rules of the Securities Trading Act and the associated regulations Markedskraft is required to classify its clients into the following categories: non-professional clients, professional clients and eligible counterparties. Markedskraft will inform all clients of the category in which they are classified. This classification has a bearing on the scope of client protection. For clients classified as non-professional, there is an increased requirement for information, reporting, scope of tests performed and what constitutes "best execution" in the completion of transactions for these clients.

Markedskraft provides investment services only to clients defined as eligible counterparties or professional clients in accordance with the Securities Trading Act and the associated regulations. When initially concluding an agreement with Markedskraft, the Client undertakes to provide necessary and sufficient information to enable Markedskraft to assess whether the Client is encompassed by the definitions in the Act. The Client commits to inform Markedskraft at all times of any matters that have a bearing on their classification.

The Client must notify Markedskraft in writing if the Client wishes to be classified in some other category (non-professional client). Information on this re-classification and its consequences can be obtained from the company. In such cases Markedskraft reserves the right to terminate the contractual relationship with the Client in accordance with the terms provided for in the agreement between the parties. The same will apply if Markedskraft becomes aware by some other means that the Client no longer satisfies the prerequisites for classification as an eligible counterparty or a professional client.

Markedskraft assumes that clients classified as eligible counterparties or professional clients will be in possession of the requisite knowledge about and experience with the specific investment services or investment products offered. Eligible counterparties or professional clients are accordingly assumed to be in possession of the expertise required to assess the suitability and appropriateness of their investments, including the risk associated with the investment products in respect of which Markedskraft offers services.

If the circumstances of the individual eligible counterparty or professional client entail that a particular service or trade is not suitable for the Client, the Client undertakes to inform Markedskraft in writing of such circumstances without delay.

7. CLIENT'S RESPONSIBILITY FOR INFORMATION

The Client must inform Markedskraft of the person or persons authorised to act on behalf of the Client. When a person acts on behalf of the Client, the Client will be committed in legal terms unless Markedskraft was not acting in good faith with regard to the authority of the person in question.

Markedskraft must be notified in writing of any change/replacement of persons appointed to act on behalf of the Client.

8. RISK AND ADVICE

Markedskraft will as far as practically possible provide the Client with the best possible advice.

The Client understands that investing and trading in derivatives involves an especially high risk of loss.

Certain derivative transactions can require the Client to provide special security (margin requirements), for example on standardised Nord Pool power contracts. Margin requirements can vary significantly from day to day. The Client should be prepared to act quickly, in their own best interest, for example to provide additional security (to meet a potential margin requirement) or to close their positions in derivative contracts through purchase or sale of (offsetting) contracts, if this should be necessary.

This risk is the responsibility of the Client. It is assumed that eligible counterparties and professional clients are in possession of the necessary knowledge about and insight into trading in derivative instruments of this type.

Markedskraft does not guarantee any specific outcome from a Client's investment.

9. FEES

Markedskraft bases its charges for services rendered on management fee, performance fee, fixed fee and volume-dependent fees.

Also payable will be amounts invoiced by brokers and clearing fees. The individual terms are defined in the individual agreement concluded with the Client.

10. GUIDELINES FOR THE TRANSMISSION OF ORDERS

The Client may transmit orders in writing or orally. There could be limitations placed on the transmission of orders via e-mail, SMS, MSN and similar channels. Additional information on this can be obtained from the company. Markedskraft will be deemed to have received the order when it reaches Markedskraft. Order(s) will be executed immediately and no later than within the trading day on which it is received, unless otherwise agreed with the Client.

Markedskraft will endeavour to secure the best terms possible for the Client when transmitting incoming orders during the term of the assignment.

Markedskraft will be under no obligation to transmit an order that Markedskraft assumes could entail a breach of public law statutes or regulations.

Markedskraft has guidelines in place governing the execution of orders.

11. DOCUMENTATION OF ORDERS – TAPE RECORDINGS

Markedskraft will record all telephone conversations between the portfolio manager/broker and the Client.

Markedskraft cannot undertake to execute transmission assignments called in to telephones that are not connected to recording equipment. Documentation of orders communicated by other means, in writing or electronically, will be stored by Markedskraft.

Sound recordings must be stored for at least three years from the recording date and will normally be deleted as soon as possible after the expiry of the mandatory storage period. Sound recordings of the individual client can, inter alia, be retrieved using the following criteria: time of call, telephone number called (and telephone number from which the call was placed). Markedskraft may be ordered to release sound recordings to a public authority and to other parties with the legal authority to require Markedskraft to do so.

Other documentation will also be stored in a corresponding way and insight if any may be granted on the same terms.

12. REPORTING TO CLIENTS

After a trade has been executed and no later than after the end of the trading day the Client will be notified to this effect in a trading confirmation via web access/e-mail. The confirmation will contain details of price, volume, purchase/sale, instrument trading ID and fee.

13. PROCESSING OF COMPLAINTS

Markedskraft has procedures in place for processing complaints. Complaints will be handled as quickly as possible. Responding to the complaint will be given high priority. If the complaint cannot be answered within 14 days, Markedskraft will, within the specified time, confirm receipt of the complaint and notify the Client of when a response to the complaint is expected to be forthcoming.

The Client is entitled to a written response. If a complaint is rejected in whole or in part, the response will be given in writing with details of the reason(s) underlying the decision.

14. REFUND CLAIMS

If the Client is of the view that Markedskraft has executed trades in contravention of an order, a refund claim must be lodged with the Client's broker/portfolio manager with Markedskraft by e-mail by 08:30 on the next trading day. The same will apply if the Client is of the view that there has been a misallocation between the Client's portfolios.

In the case of currency hedging the trading list will be received by the Client on the following day, upon which the refund claim must be lodged with Markedskraft by 08:30 on the next day. If a claim for a refund has not been filed within the aforementioned time limits, no objections may be lodged against Markedskraft, provided that this was not due to the fact that the trading list was incomplete or was misleading in other ways. Oral refund claims or objections must be confirmed in writing without delay.

If the Client has not lodged a refund claim within the time specified above, the right to claim compensation will be deemed to have lapsed.

15. SAFE-KEEPING OF CLIENT DEPOSITS

Markedskraft will ensure that the Client's deposits are kept separate from the company's own deposits and are protected, as much as possible, from Markedskraft's other creditors.

Markedskraft assumes no responsibility on behalf of the Client for deposits that are transferred to client accounts with a third party. This also applies should the third party become insolvent or go bankrupt.

The Client understands that trading in financial instruments outside of Norway can result in Markedskraft using foreign banks, brokers, exchanges and clearing houses, etc. It will depend on the regulations in the country where the trade is made how client deposits will be handled and how the individual transactions and settlement will be completed. These regulations may be different from the regulations that apply in Norway. Differences could include regulations covering breaches committed by banks, exchanges, brokers and clearing houses, etc. The Client will bear the risk for their deposits that are transferred to these banks, brokers, exchanges, clearing houses, etc. when the transfer takes place to fulfil the service agreement between the Markedskraft and the Client.

16. CONFLICTS OF INTEREST

Markedskraft will at all times endeavour to avoid conflicts of interest. Markedskraft has guidelines and rules in place to ensure that conflicts of interest are avoided.

Markedskraft has a particular duty to ensure that the interests of the Client take precedence over Markedskraft's own interests and the interests of persons with direct or indirect control over Markedskraft. Similarly, no individual client must be unfairly favoured at the expense of other clients.

Markedskraft's policy on conflicts of interest will be made available to the Client upon request.

17. FURNISHING OF SECURITY

Markedskraft is a member of the Norwegian Investor Compensation Scheme, as required by the provisions of Section 9-12 of the Act and the associated regulations.

The object of the Investor Compensation Scheme is to provide coverage for claims arising in connection with Markedskraft's provision of services as provided for in the regulations. Coverage is payable in an amount of up to NOK 200,000 per client.

The security does not cover claims deriving from transactions encompassed by final and unappealable criminal law judgements on money laundering. Nor does such security cover claims by financial institutions, credit institutions, insurance companies, securities undertakings or securities funds.

18. MEASURES TO COMBAT MONEY LAUNDERING

When a business relationship is established, the Client must provide valid proof of identity etc. The Client must also specify and document any powers of attorney and authority to represent the Client to enable Markedskraft at all times to fulfil the applicable obligations provided for in the rules and guidelines that flow from the measures to combat money laundering.

The Client understands that Markedskraft is or may be under an obligation to supply the public authorities with all relevant information relating to the business relationship with the Client or individual transactions. This may take place without the Client being informed that such information has been furnished.

19. ADDITIONS AND AMENDMENTS

Markedskraft reserves the right to make additions or amendments to these Terms of Business. Significant additions or amendments will take effect from such time as they have been communicated to the Client in writing. If the Client has provided Markedskraft with an e-mail address, then the Client is deemed to have accepted to receive communications regarding amendments via e-mail.

Other amendments will take effect from such time as they have been published on the company's website.

Additions or amendments will have no effect on orders, trades, transactions etc. submitted or executed before the additions or amendments were announced.

20. NOTICES AND POWERS OF ATTORNEY

The Client's written communications must be sent by letter, telefax or some other form of electronic communication unless otherwise provided for in agreements concluded with the Client or in these Terms of Business. When the business relationship is established between the Client and Markedskraft, the Client must inform Markedskraft of his/her address, telephone and telefax number, any electronic addresses and any holders of powers of attorney. The aforementioned information must be specified in a separate agreement concluded with the Client.

Any subsequent changes must be communicated to Markedskraft in writing.

In all communications with Markedskraft, the Client will utilise the Norwegian, Swedish, Danish or English languages.

21. TERMINATION

The Client may terminate the contractual relationship with Markedskraft in accordance with the conditions provided for in a separate agreement concluded with the Client.

22. BREACH OF CONTRACT

The Client will be deemed to be in breach of the obligations provided for in the Terms of Business in, amongst other situations, where:

22.1. The Client has failed to fulfil any significant obligation provided for under the Terms of Business.

22.2. The Client enters into special agreements with creditors on payment deferment, becomes insolvent, embarks upon debt restructuring proceedings of any type, ceases payments or becomes the subject of bankruptcy proceedings or other public administration.

22.3. The Client winds up all or significant parts of his business.

23. LIABILITY AND WAIVING OF LIABILITY

Markedskraft undertakes no liability for Clearing's performance of its obligations towards the Client.

Markedskraft operates at the Client's risk and expense.

The Client is financially responsible for all power contracts entered into.

Costs incurred in connection with power revenues, billing, network tariff, and other costs not mentioned in the agreement are covered by the Client.

The Client can be required to cover extraordinary expenses resulting from instructions issued by public authorities, exchanges and TSOs (transmission system operators).

Neither Markedskraft nor Markedskraft's employees are liable for losses sustained by the Client in connection with the performance of services or ancillary services, provided that in giving advice or executing orders or assignments Markedskraft or Markedskraft's employees have fulfilled the general requirements applicable to due care.

Markedskraft will in any event not be liable for damage or losses caused by obstructions or other circumstances beyond Markedskraft's control, including interruptions to the electricity supply, faults or interruptions in electronic data processing systems or telecommunications networks etc., fire, water damage, strike, legislative changes, instructions issued by the public authorities or similar circumstances.

Nor will Markedskraft be liable in situations in which delays or non-performance occur because a monetary or securities settlement is suspended or cancelled as a consequence of circumstances beyond Markedskraft's control.

The total compensation claim against Markedskraft in a calendar year, regardless of the reasons or background for compensation, cannot exceed the amount agreed upon as annual fees to Markedskraft. A compensation case is considered, in this context, to belong to the calendar year the damage occurred.

24. INTERPRETATION

The Terms of Business apply to the aforementioned services, and in the event of conflict with legislation that may be derogated from by agreement, the Terms of Business shall have priority.

In the event of conflict between a separately concluded agreement and these ordinary Terms of Business, the separately concluded agreement will apply.

References to legislation, other rules or these Terms, shall be understood as referring to such statutes, rules or terms as they apply from time to time.

25. LEGAL VENUE – CHOICE OF LAW – RESOLUTION OF DISPUTES

Any dispute between the Client and Markedskraft, including disputes relating to the Terms of Business, shall be resolved under the laws of Norway in accordance with the Arbitration Act, unless specified differently in the contract. The Arbitration Court shall be convened in Oslo, and the Chairman of the Arbitration Court shall be appointed by the Chief Justice of Agder Court of Appeal. The proceedings and judgement of the Arbitration Court shall remain confidential between the parties.

26. THE PERSONAL DATA ACT

Personal data will be processed in accordance with the applicable statutes and regulations. The object of the processing of personal data is the performance of the agreements concluded between Markedskraft and the Client.

Where a statutory duty exists to furnish information, personal data may be released to public authorities.