



## GENERAL DODD FRANK SWAP DEALER DISCLOSURES INFORMATION AND NOTIFICATIONS

Nordea Bank Abp is registered as a swap dealer with the Commodity Futures Trading Commission (the “CFTC”). As a registered swap dealer, Nordea is required to make certain disclosures of material information prior to entering into a swap transaction with certain counterparties, as required by the regulations of CFTC. For purposes of these webpages, the term “Nordea” refers to Nordea Bank Abp.

Nordea’s disclosure obligations apply only when Nordea is entering into or proposing to enter into a swap transaction with a U.S. person or a non-U.S. person that is a guaranteed affiliate of a U.S. Person (as defined by the CFTC), who is not a swap dealer, major swap participant, securities-based swap dealer, or swap-based major swap participant. Furthermore, if you are trading with Nordea and you are not a U.S. person as defined by the CFTC, the disclosures provided on this website may not be relevant to you. For the purposes of these webpages, the terms “you” or “your” refers to counterparties entering into swap transactions with Nordea.

Nordea is required to provide disclosure of certain material information sufficient for you to reasonably evaluate the following:

1. the material risks of a particular swap transaction, which may include, market, credit, liquidity, foreign currency, legal, operational, and other applicable risks;
2. the material characteristics of a particular swap transaction, including, the material economic terms, operational terms, and the rights and obligations of the parties during the term of the swap transaction; and
3. the material incentives and conflicts of interest that Nordea may have in connection with the swap transaction, including, but not limited to, the price and pre-trade mid-market mark of the swap transaction and any compensation or other incentive Nordea may receive from any source other than you in connection with the swap transaction.

Nordea has provided the disclosure material by asset class. For example, if you are entering into a foreign exchange transaction, please review the general disclosures and the product-specific disclosures provided in the “[ISDA Disclosure Annex for Foreign Exchange Transactions](#)”, and if you are entering into an interest rate swap, please review the general disclosures and the product-specific disclosures provided in the “[ISDA Interest Rate Derivatives Annex](#)”.

1. Right to Request and Receive a Scenario Analysis

Prior to entering into a swap that is not “made available for trading” (as defined in the CFTC Regulations) on a designated contract market or a swap execution facility, Counterparty may request and consult on the design of a scenario analysis to allow Counterparty to assess its potential exposure in connection with such swap transaction. Any Counterparty who chooses to request such a scenario analysis should contact its Nordea contact person.

2. Right to Receive Daily Marks

For cleared swaps, a Counterparty shall, upon request, have the right to receive the daily mark for cleared swaps originally executed by Counterparty with Nordea and subsequently cleared through a designated clearing organization (“DCO”).

For uncleared swaps, Nordea is required to make certain disclosures regarding the

daily mark, which shall be the mid-market mark of the swap and pursuant to CFTC Rule 23.431(d)(2) and Rule 23.431(d)(3).

For more information regarding such daily mark disclosures, please review the [ISDA General Disclosure for Transactions](#).

3. Right to Select a DCO for a Cleared Transaction and to Clear a Swap Transaction

- a. With respect to any swap transaction entered into between Counterparty and Nordea, which is subject to mandatory clearing requirements under § 2(h) of the Commodity Exchange Act, Counterparty has the sole right to select the DCO at which the swap will be cleared.
- b. With respect to any swap transaction entered into between Counterparty and Nordea that is not subject to the mandatory clearing requirements under § 2(h) of the Commodity Exchange Act, Counterparty may elect to clear such swap and has the sole right to select the DCO at which the swap will be cleared.

In addition to the information highlighted above, you should carefully read disclosures created by the International Swaps and Derivatives Association (“ISDA”) and provided to you through links on this website and any additional disclosure information provided via the ISDA website.

Please note that Nordea may provide you with, and you should carefully read, any transaction-specific terms, material economic terms, and such other information contained in any documentation provided to you in the context of entering into a particular swap transaction with Nordea. Such information may supplement or supersede the information provided herein. As the information on this website will be updated regularly, you should revisit this website periodically to ensure that you have the most current information available.

Nothing on this website shall amend or supersede the terms of any written or binding oral agreement between you and Nordea, and related documentation or terms of business provided or published by Nordea.



Copies of pre-printed forms, including the ISDA Master Agreement, credit support documentation and definitions, and other forms of governing documentation are included on each asset class page and should be reviewed carefully when a particular swap transaction is governed by, or incorporates by reference, such documents.

ISDA, its officers, directors, employees, subcontractors, agents, successors or assigns (“Indemnitees”) shall not be liable to you for any claim arising out of or in connection with the use and execution of the ISDA documentation, or any failure in performance. The aggregate liability in connection with the aforementioned and in connection with any other claim arising of or in connection with the ISDA documentation shall not at any time exceed \$500.00, which right shall be in lieu of all other remedies that you may have against ISDA. In no event shall any Indemnatee be liable for any special, indirect, incidental or consequential damages of any kind whatsoever (including without limitation, attorney’s fees), loss of profits or lost savings in any way due to, resulting from or arising in connection with the ISDA content contained herein, regardless of any negligence on the part of the Indemnitees.

Many of the disclosures provided on this website were developed by ISDA. ISDA holds copyrights to certain documents made available to you via this website. As such, works may not be reproduced or distributed without ISDA’s written permission; except the ISDA Master Agreement, ISDA Credit Support Documents, and standardized general and product specific risks disclosures published by ISDA, which may be reproduced and distributed solely for use in documenting specific commercial transactions. In no event may the copyright or trademark notice be removed.

For further information please contact your usual contact person at Nordea.

Pursuant to CFTC rule 23.201(b)(3)(ii), below please find an address and contact information to which complaints, solely in connection with swap transactions, should be forwarded:

Nordea Bank Abp  
c/o Nordea Bank Abp, New York Branch  
1211 Avenue of the Americas  
New York, NY 10036  
Attn: Swap Dealer Chief Compliance Officer  
Phone: + 1 212-318-9300  
Email: [swapdealercomplaints@nordea.com](mailto:swapdealercomplaints@nordea.com)

## INTEREST RATE SWAPS

### DISCLOSURES

The ISDA General Disclosure Statement for Transactions, the ISDA Disclosure Annex for Interest Rate Transactions and the Disclosure Regarding Transaction Terms contain important information regarding the material risks, characteristics, material incentives and conflicts of interests that Nordea is required to disclose to you as a registered swap dealer before entering into a swap transaction. Nordea urges you to carefully review all the information and disclosures provided to you before entering into a swap transaction.

General Disclosure Statement for Transactions

Disclosure Annex for Interest Rate Transactions

### **Material Economic Terms (“METs”)**

The METs compiled in the table below identify the typical METs that will apply to a variety of Interest Rate Swap Transactions that Nordea may enter into with counterparties from time to time.

The purpose of providing the table below is solely to satisfy Nordea’s obligations under 17 CFR § 23.431(a) and is subject to the important qualifications described below.

1. Any confirmation, other documentation or transaction-specific pre-trade information that Nordea provided directly to you, in connection with an actual or potential swap transaction will supersede the information contained in the following table. To the extent such terms are inconsistent, the terms of the confirmation, other documentation or transaction-specific pre-trade information will control.
2. The agreed upon terms of any swap transaction that Nordea enters into with you will be set forth in the confirmation or other agreement that you and Nordea enter into with respect to such swap transaction and may differ materially from the terms set forth in the following table.
3. Nordea, in providing you with the table containing the METs below, does not guarantee its completeness or accuracy, make any representation or warranty with regard to it, or assume responsibility for losses or damages arising out of your use of the METs provided below.
4. Nordea, in providing you with the table containing the METs below, is not acting in the capacity of your fiduciary, financial advisor or agent.
5. Nordea, in providing you with the table containing the METs below, has not advised you as to the appropriateness of any particular use of such table. You should consult with your auditors and your other advisors as you deem appropriate.

Material Economic Terms (“METs”): Interest Rate Swaps

If you have any questions, please contact your usual contact person at Nordea.

## **Pre-Trade Mid-Market Marks**

Nordea will, to the extent required by applicable law, provide the pre-trade mid-market mark of any prospective swap transactions between you and Nordea, pursuant to CFTC Regulation §23.431(a)(3)(i). Note, however, that Nordea will not provide pre-trade mid-market marks in respect of any swaps for which the CFTC provides no-action or other relief from CFTC Regulation §23.431(a)(3). Click to review [ISDA General Disclosure Statement for Transactions](#) for disclosure regarding terms of, and assumptions underlying, the pre-trade mid-market marks.

## **Daily Marks**

Nordea will, to the extent required by applicable law, provide you with a daily mid-market mark (“Daily Mark”) for each cleared (upon request) and uncleared swap pursuant to CFTC Regulation § 23.431(d). The daily mark will be provided to you during the term of the swap at the close of business or such other time as the parties agree in writing.

Click to review the [ISDA General Disclosure Statement for Transactions](#) regarding the terms of, and assumptions underlying the Daily Marks.

## **Material Incentives and Conflicts of Interest**

Pursuant to CFTC Regulation §23.431(a)(3), Nordea is required to disclose the material incentives and conflicts of interests, if any, that may arise when entering into or proposing to enter into a swap transaction with you. Nordea may, to the extent not prohibited by law, enter into arrangements with swap execution facilities, other trading platforms or customers, or engage in certain lines of business that may cause a conflict of interest to arise or provide Nordea with certain economic or other business incentives with respect to entering into or proposing to enter into a swap transaction with you.

Please carefully read the Material Incentives and Conflicts of Interest Disclosure information at the end of this document, regarding such material incentives and conflicts of interests.

## **Disclosure Statement Regarding Transaction Terms**

Before entering into any swap transaction, you should evaluate the terms of the proposed swap transaction and the nature and extent of your exposure to, and willingness to incur, the risks associated with such swap transaction. You should also consider whether the swap transaction is appropriate for you in light of your experience, objectives, financial and operational resources, and other relevant circumstances. Unless expressly agreed to in writing, Nordea is not providing you with legal, financial, tax, accounting or other advice in connection with any swap transaction.

Nordea discloses to you in accordance with CFTC Regulations 23.434(b)(3) and 23.440(b)(2)(iii) that (a) Swap Dealer is not undertaking to act in your best interests and (b) Swap Dealer is acting in its capacity as a counterparty and is not undertaking to assess the suitability of any Swap or trading strategy involving a Swap for you.



Nordea Bank Abp  
c/o Nordea Bank Abp, New York Branch  
1211 Avenue of the Americas, 23<sup>rd</sup> Floor  
New York, NY 10036  
Attn: Swap Dealer Chief Compliance Officer  
Phone: + 1 212-318-9300  
Email: [swapdealercomplaints@nordea.com](mailto:swapdealercomplaints@nordea.com)

## FX TRANSACTIONS

### DISCLOSURES

The ISDA General Disclosure Statement, the ISDA Disclosure Annex for Foreign Exchange Transactions and the Disclosure Regarding Transaction Terms contain important information and disclosures regarding the material risks, characteristics, material incentives and conflicts of interest that Nordea is required to disclose and provide to you as a registered swap dealer before entering into a swap transaction. Nordea urges you to review all the information and disclosures provided to you clearly before entering into a swap transaction.

General Disclosure Statement for Transactions

Disclosure Annex for Foreign Exchange Terms

### Material Economic Terms (“METs”)

The METs compiled in the table below identify the typical METs that will apply to a variety of FX Transactions that Nordea may enter into with counterparties from time to time.

The purpose of providing the table below is solely to satisfy Nordea’s obligations under 17 CFR § 23.431(a) and is subject to the important qualification described below.

1. Any confirmation, other documentation or transaction-specific pre-trade information that Nordea provided directly to you in connection with an actual or potential swap transaction will supersede the information contained in the following table. To the extent such terms are inconsistent, the terms of the confirmation, other documentation, or transaction-specific trade information will control.
2. The agreed upon terms of any swap transaction that Nordea enter into with you will be set forth in the confirmation or other agreement that you and Nordea enter into with respect to that swap transactions and may differ materially from the terms set forth in the following tables.
3. Nordea, in providing you with the tables containing the METs below, does not guarantee its completeness or accuracy, make any representation or warranty with regard to it, or assume responsibility for losses or damages arising out of your use of the METs provided below.
4. Nordea, in providing you with the tables containing the METs below, is not acting in the capacity of your fiduciary, financial advisor or agent.
5. Nordea, in providing you with the tables containing the METs below, has not advised you as to the appropriateness of any particular use of such table. You should consult with your auditors and your other advisors as you deem appropriate.

Material Economic Terms (“METs”): FX Transactions

If you have any questions, please contact your usual contact person at Nordea.



### **Pre-Trade Mid-Market Marks**

Nordea will, to the extent required by applicable law, provide the pre-trade mid-market mark of any prospective swap transactions between you and Nordea, pursuant to CFTC Regulation §23.431(a)(3)(i). Note, however, that Nordea will not provide pre-trade mid-market marks in respect of any swaps for which the CFTC provides no-action or other relief from CFTC Regulation §23.431(a)(3). Click to review the [ISDA General Disclosure Statement for Transactions](#) disclosure regarding terms of, and assumptions underlying, the pre-trade mid-market marks.

### **Daily Marks**

Nordea will, to the extent required by applicable law, provide you with a daily mid-market mark ("Daily Mark") for each cleared (upon request) and uncleared swap pursuant to CFTC Regulation § 23.431(d). The daily mark will be provided to you during the term of the swap as of the close of business or such other time as the parties agree in writing.

Click to review the [ISDA General Disclosure Statement for Transactions](#) disclosure regarding the terms of, and assumptions underlying the Daily Marks.

### **Material Incentives and Conflicts of Interest**

Pursuant to CFTC Regulation §23.431(a)(3)(ii), Nordea is required to disclose the material incentives and conflicts of interests, if any, that may arise when entering into or proposing to enter into a swap transaction with you. Nordea may, to the extent not prohibited by law, enter into arrangements with swap execution facilities, other trading platforms or customers, or engage in certain lines of business that may cause a conflict of interest to arise or provide Nordea with certain economic or other business incentives with respect to entering into or proposing to enter into a swap transaction with you.

Please carefully read the Material Incentives and Conflicts of Interest Disclosure information provided to you regarding such material incentives and conflicts of interests.

### **Disclosure Statement Regarding Transaction Terms**

Before entering into any swap transaction, you should evaluate the terms of the proposed swap transaction and the nature and extent of your exposure to, and willingness to incur, the risks associated with such swap transaction. You should also consider whether the swap transaction is appropriate for you in light of your experience, objectives, financial and operational resources, and other relevant circumstances. Unless expressly agreed to in writing, Nordea is not providing you with legal, financial, tax, accounting or other advice in connection with any swap transaction.

Nordea discloses to you in accordance with CFTC Regulations 23.434(b)(3) and 23.440(b)(2)(iii) that (a) Swap Dealer is not undertaking to act in your best interests and (b) Swap Dealer is acting in its capacity as a counterparty and is not undertaking to assess the suitability of any Swap or trading strategy involving a Swap for you.

### **Address for Complaints**

Nordea Bank Abp  
c/o Nordea Bank Abp, New York Branch  
1211 Avenue of the Americas  
New York, NY 10036  
Attn: Swap Dealer Chief Compliance Officer  
Phone: +1 212-318-9300  
Email: [swapdealercompliance@nordea.com](mailto:swapdealercompliance@nordea.com)

Confidential



## **DODD FRANK PRE-TRADE MID-MARKET MARK AND DAILY MARK DISCLOSURE STATEMENT**

### The Pre-Trade Mid-Market Marks

At a reasonably sufficient time, prior to entering into a swap transaction, Nordea will, to the extent required by applicable law, provide you with the pre-trade mid-market mark of any prospective swap transactions between you and Nordea pursuant to CFTC Regulation §23.431(a)(3)(i). Such pre-trade mid-market mark does not include amounts for profit, credit reserve, hedging, funding, liquidity, or any other costs of adjustments, which may have a material effect on the value of the swap transaction.

### The Daily Mark

Nordea provides you with this daily mid-market mark (“daily mark”) for uncleared swaps for the sole purpose of satisfying its obligation pursuant to CFTC Regulation 23.431(d). This daily mark does not include amounts for profit, credit reserve, hedging, funding, liquidity, or any other costs or adjustments, which may have a material effect on the value of the swap transaction, and is calculated as of the close of business on the prior business day. Please note that this daily mark may not necessarily represent a price to replace or terminate the swap on the applicable date and any calls for margin may be based on considerations other than the daily mark.

### Methodologies and Assumption Regarding the Pre-Trade Mid-Market Mark and the Daily Mark

The daily mark and the pre-trade mid-market mark are based on one of Nordea’s proprietary models or on assumptions developed to assist in the valuation of the transaction on its internal records, and is not necessarily the value that would be derived from choosing another model or method of valuation. Furthermore, the values provided do not necessarily reflect the values for the purposes of Nordea’s own internal books and records, and may not reflect reserves and other adjustments made or values calculated using other model valuations.

The daily mark and the pre-trade mid-market mark do not constitute a bid or offer, or a solicitation of a bid or offer, to initiate or conclude any transaction and any actual bid or offer price may differ substantially. Nordea does not guarantee the completeness or accuracy of the daily mark or the pre-trade mid-market mark, and does not make any representation or warranty with regard to it or assume any responsibility for losses or damages arising out of your use of the daily mark or the pre-trade mid-market mark. Nordea has not advised you as to the appropriateness of any particular use of the daily mark or the pre-trade mid-market mark. Furthermore, you should consult with your auditors and/or other advisors for advice regarding your use of the daily mark or the pre-trade mid-market mark, provided to you by Nordea. This information applies to any daily mark or pre-trade mid-market mark delivered to you orally or in a written or electronic format.

Nordea may calculate the daily mark for an uncleared swap on a different basis than the calculation used to determine the pre-trade mid-market for a similar uncleared swap. The Daily Mark may differ significantly from counterparty to counterparty.

For further information regarding the methodologies and assumptions used to prepare this daily mark (such methodology may also be used to calculate the pre-trade mid-market mark) and any material changes thereto, please visit <https://www.nordea.com/en/doc/isda-general-disclosure-for-transactions.pdf>



If you have any questions, please contact your usual contact person at Nordea.

## **Material Economic Terms (“METs”): Interest Rate Swaps**

	<b>Product Categories</b>
<b>Material Economic Terms</b>	<b>IR Swap or Cross CCY Swap</b>
Notional Amount	<u>Q</u>
Trade Date	<u>Q</u>
Effective Date	<u>Q</u>
Termination Date	<u>Q</u>
Fixed Rate Payer	<u>Q</u>
Fixed Rate Payer Payment Dates	<u>Q</u>
Fixed Amount (Rate)	<u>Q</u>
Floating Rate Payer	<u>Q</u>
Cap/Floor Rate	
Floating Rate Payer Currency Amount	<u>Q</u>
Floating Rate Payer Payment Dates	<u>Q</u>
Floating Rate for initial Calculation Period	<u>Q</u>
Floating Rate Option	<u>T</u>
Designated Maturity	<u>T</u>
Spread	<u>Q</u>
Floating Rate Day Count Fraction	<u>T</u>
Reset Dates	<u>Q</u>
Rate Cut-off Dates	<u>S</u>
Method of Averaging	<u>S</u>
Compounding	<u>T</u>
Compounding dates	<u>T</u>
Discount Rate	<u>Q</u>
Discount Rate Day Count Fraction	<u>S</u>
FRA Yield Discounting	
Initial Exchange Date	<u>S</u>
Party A Initial Exchange Amount	<u>Q</u>
Party B Initial Exchange Amount	<u>Q</u>
Interim Exchange Date	<u>Q</u>
Party A Interim Exchange Amount	<u>Q</u>
Party B Interim Exchange Amount	<u>Q</u>
Final Exchange Date	
Party A Final Exchange Amount	
Party B Final Exchange Amount	
Business Days	
Business Days for First Currency	<u>T</u>
Business Days for Second Currency	<u>T</u>
Business Day Convention	<u>T</u>
Calculation Agent	<u>S</u>
Option Style	<u>Q</u>
Seller	<u>Q</u>
Buyer	<u>Q</u>
Premium	<u>Q</u>
Premium Payment Date	<u>Q</u>

### **METs: Interest Rate Swaps Continued:**

Business Day Convention for Premium Payment Date	<u>T</u>
Business Days for Payments	<u>T</u>

Exercise Business Day	<u>T</u>
Exercise - Commencement Date	<u>T</u>
Exercise - Bermuda Option Exercise Dates	<u>S</u>
Exercise - Expiration date	<u>S</u>
Earliest Exercise Time	<u>T</u>
Latest Exercise Time	<u>T</u>
Expiration Time	<u>T</u>
Partial Exercise	<u>S</u>
Multiple Exercise	<u>S</u>
Minimum Notional Amount	<u>S</u>
Maximum Notional Amount	<u>S</u>
Integral Multiple	<u>S</u>
Automatic Exercise	<u>S</u>
Threshold	<u>S</u>
Fallback Exercise	<u>S</u>
Contact Details for Purpose of Giving Notice	<u>S</u>
Settlement	<u>S</u>
Cash Settlement Valuation Time	<u>S</u>
Cash Settlement Valuation Date	<u>S</u>
Valuation Business Days	<u>S</u>
Cash Settlement Payment Date	<u>S</u>
Business Day Convention for Cash Settlement Payment Date	<u>S</u>
Cash Settlement Method	<u>S</u>
Cash Settlement Currency	<u>S</u>
Settlement Rate	<u>S</u>
Cash Settlement Reference Banks	<u>S</u>
Quotation Rate	<u>S</u>
Underlying Payer Swap - Fixed Rate Payer - Buyer	<u>S</u>
Underlying Payer Swap - Floating Rate Payer - Seller	<u>S</u>
Underlying Receiver Swap - Fixed Rate Payer - Seller	<u>S</u>
Underlying Receiver Swap - Floating Rate Payer - Buyer	<u>S</u>
Optional Early Termination	<u>S</u>
Optional Early Termination date	<u>S</u>
Mandatory Early Termination	<u>S</u>
Mandatory Early Termination Date	<u>S</u>
Business Day Convention for Mandatory Early Termination Date	<u>S</u>
Constant Currency Payer	<u>S</u>
Variable Currency Payer	<u>S</u>
Currency Exchange Rate	<u>S</u>
Link to Definitions	<u>S</u>
Payment Date	
Reference Treasury	
<b>METs: Interest Rate Swap Continued:</b>	
Reference Rate	
Index Rate	

Cash Payment Amount (Unwind Calc - DV01 or price or Other)	
Index	
Final Reference Index	
Primary Lag for Final Reference Index	
Secondary Lag for Final Reference Index	
Initial Reference Index	
Primary Lag for Initial Reference Index	
Secondary Lag for Initial Reference Index	
Related Bond	
Fallback Bond	
Real Rate	
Clearing applicable	<u>S</u>
Clearing venue	<u>S</u>

KEY	
Quote Information	Information that need to be updated with every price, if applicable to the swap.
Transaction Information	Information that needs to be updated for every swap requested, if applicable to the swap.
Static Information	Information that needs to be communicated and available by reference for every swap requested along with Interest Rates Definitions, if applicable to the swap.

## Material Economic Terms (“METs): FX Transactions:

Material Economic Terms	Product Categories		
	Option	NDF	Forward
Seller	Q		
Buyer	Q		
Premium	Q		
Fixed FX Rate Payer			
Floating FX Rate Payer			
Fixed FX Rate			
Long Correlation Party			
Short Correlation Party			
Correlation Strike Level			
Currency Option Style (European /American)	T		
Currency Option Type (Call / Put)	T		
Call Currency and Call Currency Amount	T		
Put Currency and Put Currency Amount	T		
Strike Price	T		
Expiration Date	T		
Expiration Time	T		
Latest Exercise Time (American Style Only)	T		
Exercise Period (American Style Only)	T		
Settlement Date	T	T	T
Premium Payment Date	T		
Settlement Amount			
Reference Currency Buyer		Q	
Reference Currency Seller		Q	
Notional Amount		Q	
Vega Notional Amount			
Forward Rate		Q	Q
Currency Pair			
First Currency Pair			
Second Currency Pair			
Reference Currency		T	T
Reference Currency Notional Amount		T	
Valuation Date		T	T
Settlement Currency		T	T
Settlement Rate Option		S	
If a Transaction Fee is payable - Transaction Fee			
If a Transaction Fee is payable - Transaction Fee Payment Date			
If a Transaction Fee is payable - Transaction Fee Payer			
Rate Source			
Sponsor			

Specified Time			
Mean Adjustment Applicable / Inapplicable			
<b>METs: FX Transactions Continued:</b>			
Annualization Factor			
If Other than Daily Observations - Observation Dates			
For Daily Observations -Initial Observation Date			
For Daily Observations -Final Observation Date			
Observation Dates / Period			
Definition of Correlation			
Disruption Fallbacks - Price Source Disruption		S	
First Settlement Rate Option			
Second Settlement Rate option			
Disruption Events			
Disruption Fallbacks			
Fallback Reference (if applicable)			
Other Disruption Fallbacks – Price Materiality		S	
Other Disruption Fallbacks -Primary Rate		S	
Other Disruption Fallbacks -Secondary Rate		S	
Other Disruption Fallbacks – Price Materiality Percentage		S	
Relevant Cities for Business Day(s) for Valuation Date:		S	
Relevant City for Business Day for Settlement Date:		S	
Deferral Period for Unscheduled Holiday		S	
Unscheduled Holiday		S	
Valuation Postponement for Price Source Disruption		S	
Fallback Survey Valuation Postponement		S	
Cumulative Events		S	
Maximum Days of Postponement		S	
Maximum Days of Disruption			
Business Day			
Business Day Convention			
Relevant City/Cities for Business Days			
Calculation Agent		S	
Amount and currency payable by Party A			Q
Amount and currency payable by Party B			T
Event Type			
If Single Barrier Event -Spot Exchange Rate Direction / Initial Spot Price			
If Single Barrier Event -Barrier Level			

If Double Barrier Event -Lower Barrier Level			
<b>METs: FX Transactions Continued:</b>			
If Double Barrier Event -Upper Barrier Level			
If Double Barrier Event -Initial Spot Price			
For "Window" Event Period -Event Period Start Date and Time			
For "Window" Event Period -Event Period End Date and Time			
If Barrier(s) are Tested on Discrete Date(s) -Barrier Event Determination Date(s)			

KEY	
Quote Information	Information that needs to be updated with every price, if applicable to the swap.
Transaction Information	Information that needs to be updated for every swap requested, if applicable to the swap.
Static Information	Information that needs to be communicated and available by reference for every swap requested along with the FX Definitions, if applicable to the swap.



## **MATERIAL INCENTIVES AND CONFLICTS OF INTEREST DISCLOSURE**

Pursuant to CFTC Regulation, § 23.431(a)(3)(ii), Nordea is required to disclose any material incentives or conflicts of interest that may arise when Nordea enters into a swap transaction with you, which may give Nordea or its affiliates an economic benefit or other incentive, or cause Nordea to suggest, to the extent not prohibited by applicable laws and regulations, that you to act in accordance with a particular course of conduct that is beneficial to Nordea.

Material incentives and conflicts of interest may arise under varying circumstances. Listed below are several examples of material incentives or conflicts of interests that may arise when Nordea is entering into a swap transaction with you:

1. Under applicable law (including CFTC regulations), not all swap transactions are required to be transacted via a swap execution facility even if the swap execution facility lists the swap for trading. In such circumstances, Nordea may have financial or other incentives to execute a swap bilaterally with you over-the-counter market rather than through a swap execution facility. Nordea is not required to offer you the best price available for a swap transaction and may not have the best trading strategy for you when executing such swap.
2. Nordea or an affiliate benefit from arrangements that certain swap execution facilities, designated clearing houses (“DCOs”) or market-making participants have in place, that provide their members and participants with certain volume, market-making or other discounts and credits to encourage market participants to trade on or direct trades to that specific entity. Furthermore, Nordea may receive additional discounts and incentives for meeting a particular volume- threshold amount in connection with such arrangements. Therefore, Nordea may have potential conflicts of interest and material incentives in suggesting that you use the services provided by that particular entity.
3. Nordea or an affiliate may own or acquire stock, or have or acquire some other ownership interests, in one or more U.S. or foreign swap execution facilities or DCOs, which you may be utilizing for execution and/or clearing purposes. In such instance, Nordea or its affiliates may receive financial or other benefits related to its ownership interest when swap transactions are executed on a given facility or cleared through a given DCO. Nordea would have an incentive in suggesting that you use particular swap execution facilities or DCO.
4. You may request that Nordea clear certain swap transactions, through a DCO, which you prefer. You should be aware that Nordea may not be a member of, or may not otherwise be able to subject such swap transaction through your preferred DCO; and decline to execute swap transactions, unless you clear such swap transaction through a DCO chosen by Nordea. A conflict of interest may arise and Nordea or its affiliates may receive financial or other incentives in suggesting or declining to execute a swap transaction with you, unless such swap transaction is cleared through a DCO chosen by Nordea.

5. Nordea or its affiliates in providing services to their respective customers, or acting as an investor, research provider, or market-maker, may provide advice and hold positions that may be the subject of an arrangement between you and Nordea; or become privy to certain information relating to markets, investments and products, that if known to you may cause you to change your position with respect to a particular product, contract or swap transaction. Such advice may differ from and be inconsistent with your interests or advice previously provided to you. Unless stated otherwise in a binding agreement or required by applicable law, Nordea may not be acting in your best interests when assessing the suitability or appropriateness of any contract, swap transaction or other financial instrument and is under no duty to disclose such information.

The circumstances described above are not intended to be an exhaustive list of all potential material incentives and conflicts of interest that may arise when Nordea enters into or proposes to enter into a swap transaction with you.

For more information regarding any potential material incentives and conflicts of interest that may arise when you are entering into or proposing to enter into a swap transaction with Nordea, please contact your usual contact person at Nordea.