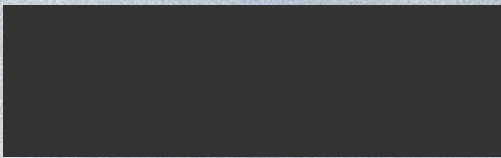


**STATUTORY  
INFORMATION**

January 2025





## 1 INTRODUCTION

### 1.1

In accordance with applicable law C WorldWide Asset Management Fondsmæglerselskab A/S Danmark, Filial i Sverige (hereafter “CWW AM”) is required to disclose to its clients (hereafter referred to as the “Client” or “Clients”) certain information. The purpose of this document is to fulfil CWW AM’s disclosure requirement in relation to Clients who have entered into an agreement with CWW AM. In case of any discrepancies between the client agreement between the Client and CWW AM and this document the Client agreement shall prevail. The latest updated version of this document is available at [www.cworldwide.com/se](http://www.cworldwide.com/se).

## 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, and
- d) the Client's sustainability 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.

## 3.2

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. A current version of the policy is available at CWW AM's website [www.cworldwide.se](http://www.cworldwide.se).

## 5 RISKS ASSOCIATED WITH INDUCEMENTS

### 5.1

Distribution fees and other inducements that shall be transferred to the Client, if any, are placed on a regular bank account belonging to CWW AM in the period from CWW AM's receipt of the funds until they have been transferred to the Client. In case of CWW AM's bankruptcy or insolvency the Client will have an unsecured claim against CWW AM or the bankruptcy estate of CWW AM and the funds can be lost wholly or in part.

## 6 SAFEGUARDING OF ASSETS

### 6.1

Where CWW AM holds financial instruments and/or funds belonging to Clients in conjunction with the provision of investment services, the following applies.

### 6.2

The Client's units/shares in C WorldWide (UCITS – Luxembourg) (the "Fund") will be registered in CWW AM's name in an omnibus account with the Registrar and Transfer Agent of the Fund, in which CWW AM will register also units/shares in the Fund belonging to certain other Clients (the "Omnibus Account").

### 6.3

The Client's funds will be deposited in a bank account in CWW AM's name with a bank engaged by CWW AM, in which CWW AM will also deposit funds on behalf of certain other Clients (the "Client Account").

### 6.4

In order to safeguard the Client's assets, CWW AM's assets are kept completely separate from the assets in the Omnibus Account and the Client Account. CWW AM keeps registers and records enabling CWW AM to



distinguish the assets of the Client from the assets of other Clients, as well as from CWW AM's own assets. Furthermore, CWW AM has implemented an internal procedure for daily reconciliation between its own records and the Omnibus Account and, respectively, the Client Account. A due diligence procedure, which includes a credit risk assessment, has been implemented to evaluate the bank with which the Client Account has been opened.

## 6.5

In the event of CWW AM's insolvency, the Client's ability to separate funds and units/shares in the Fund could be contingent on CWW AM's fulfillment of its obligation to keep records enabling identification of assets that are held on behalf of the Client, and to distinguish these assets from assets held on behalf of other Clients.

Fund units/shares that, according to the records of the Fund, are held by CWW AM on behalf of its Clients are subject to the applicable legislation in Luxembourg. Accordingly, the Client's rights with respect to such units/shares may be different from the rights accorded under the laws of Sweden.

## 7 RECORDING AND STORAGE OF COMMUNICATION

### 7.1

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.

## 8 TRANSACTION COSTS

### 8.1

Transactions in financial instruments will settle directly between the Client and the counterparty, CWW AM will not take positions on its own book.

### 8.2

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



### 8.3

All transaction costs will appear from the contract note received by the Client.

## 9 CONFLICTS OF INTEREST

### 9.1

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.

### 9.2

Consequently, CWW AM has adopted a written policy regarding conflicts of interest in order to prevent or manage 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; and
- 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.

### 9.3

The policy regarding conflicts of interest will be made available by CWW AM on request. In key areas, additional policies and procedures have been adopted to deal with conflicts of interests.



## **10 INDUCEMENTS ETC.**

### **10.1**

CWW AM provides investment management, marketing and distribution services to the Fund, and is affiliated with their administration company C WorldWide Fund Management S.A.

### **10.2**

CWW AM receives distribution fees in connection with the sale of units/shares in the sub-funds of the Fund. 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 CWW AM’s website [www.cworldwide.se](http://www.cworldwide.se).

### **10.3**

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

### **10.4**

CWW AM does not use brokerage commissions paid by CWW AM’s Clients accounts to obtain research (soft dollars). All research provided by brokers and consumed by CWW AM is paid for from a separate research payment account. CWW AM has established internal procedures to ensure that CWW AM does not receive research from brokers which is not paid for.

## **11 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION**

### **11.1**

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

Clients may file complaints to:





C WorldWide Asset Management Fondsmæglerselskab A/S Danmark, Filial i Sverige

Att. Regulatory Manager  
Box 7648  
103 94 Stockholm

or by e-mail to: [compliance.se@eworldwide.com](mailto:compliance.se@eworldwide.com)

Additional information can be found on [www.eworldwide.se](http://www.eworldwide.se)

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

Ankenævnet for Fondsmæglerselskaber  
C/O Det Finansielle Ankenævn  
St. Kongensgade 62, 2. sal  
1264 København K  
<https://www.fanke.dk/>

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.

## 12 GUARANTEE SCHEME FOR INVESTORS

### 12.1

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.

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



## 13 INFORMATION ABOUT CWW AM AND COMMUNICATION

### 13.1

C WorldWide Asset Management Fondsmæglerselskab A/S is an investment firm authorised by the Danish Financial Supervisory Authority (Finanstilsynet). All investment services provided by C WorldWide Asset Management Fondsmæglerselskab A/S in Sweden are provided through its branch, C WorldWide Asset Management Fondsmæglerselskab A/S Danmark, Filial i Sverige, which is authorised by the Swedish Financial Supervisory Authority (Finansinspektionen). The investment services provided in Sweden are subject to the joint supervision of Finanstilsynet and Finansinspektionen.

Contact details of the Danish Financial Supervisory Authority:

The Danish Financial Supervisory Authority  
Aarhusgade 110  
2100 Copenhagen  
Denmark  
[www.finanstilsynet.dk](http://www.finanstilsynet.dk)  
Telephone +45 33 55 82 82

Contact details of CWW AM:

C WorldWide Asset Management Fondsmæglerselskab A/S Danmark, Filial i Sverige  
Box 7648  
(Blasieholmsgatan 5)  
SE-103 94 Stockholm  
Sverige  
Tel: +46 8 535 273 00  
E-post: [info.se@eworldwide.com](mailto:info.se@eworldwide.com)

### 13.2

The ultimate owners of C WorldWide Asset Management Fondsmæglerselskab A/S are Altor Fund III (No. 1) Limited Partnership, Altor Fund III (No. 2) Limited Partnership and Altor Fund III (No. 3) Limited, which together own approx. 80%, and current and former employees, which together own approx. 20% of the share capital.



### 13.3

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

**C WORLDWIDE ASSET MANAGEMENT FONDSMAEGLERSELSKAB A/S DANMARK FILIAL I SVERIGE**

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