

# Conflict of Interest Policy

26 June 2025

## 1. Objective

The objective of the Conflict of Interest Policy (the "Policy") is to set out the principles for identification, and prevention or management of Conflicts of Interest, while ensuring adherence to the Markets in Financial Instruments Directive II ("MiFID II"), Market Abuse Regulation ("MAR"), European Banking Authority guidelines and European Securities & Markets Authority guidelines.

## 2. Definitions

The definitions for the terms used throughout this Policy are available in Appendix 1.

## 3. Scope and target group

This Policy applies to all Business Units and Group Functions of Danske Bank A/S and in-scope Subsidiaries as listed below:

- Danica Pension, Livsforsikringsaktieselskab
- Realkredit Danmark A/S
- home A/S
- Danske Hypotek AB
- Danske Invest Asset Management A/S
- Danske Invest Fund Management Ltd
- Danske Invest Management A/S
- Danske Leasing A/S
- Danske Markets Inc
- Danske Mortgage Bank Plc
- Danske Private Equity A/S
- National Irish Bank Financial Services Ltd
- Northern Bank Ltd

## 4. Conflict of Interest Principles

### 4.1 Principle 1: The Group must identify Conflicts of Interest

Business Units, Group Functions, and Subsidiaries must make necessary arrangements to identify Potential Conflicts of Interest, specific to their business model.

Relevant Individuals must be able to identify both when they are in a situation that could lead to a Conflict of Interest, and when an Actual Conflict of Interest has occurred.

#### 4.2 Principle 2: The Group must take reasonable steps to prevent Conflicts of Interest

Preventing Conflicts of Interest effectively is essential to the protection of the Group, its Customers and in respect of other stakeholders. Relevant Individuals can prevent Conflicts of Interest by considering whether their independence is compromised as a result of the circumstances and distancing themselves from the Conflict of Interest by declining to act or by recusing themselves from the business (or conflicting) situation.

In general terms, the following actions can assist in the prevention of Conflict of Interest:

- **Decline to act:** The Group/part of the Group declines to provide a service altogether. This may be because legally the Group cannot manage the Conflict of Interest, for example where the Group has a fiduciary obligation that prohibits the Group acting in conflict with that obligation. It could also be because the Group views the Conflict of Interest risk as too great to be managed properly and therefore risks attracting significant reputational damage or acting to the detriment of at least one Customer.

Examples of potentially unmanageable Conflict of Interest risk include, advising a Customer to finance its defence from being acquired and simultaneously lending money to the hostile acquirer, or where the Group does not have sufficient expertise to properly segregate resources (for example the Group is already working with one Customer and does not have another expert that can separately provide the required level of service to another Customer).

- **Recusal:** This means that a Relevant Individual identifies a conflict in the business in front of them and removes themselves from the business decision/does not use their vote, thereby preventing the Conflict of Interest. The Conflict of Interest arises because the Relevant Individual is aware that they cannot fairly act in respect of two or more competing interests for which they are responsible.

For example, they might have a personal interest in a company which is a Customer and which is tabled as part of the agenda at a credit committee, or they may be responsible for engaging third party vendors and they have a relative in a senior position at one of the vendors trying to be engaged by the Group.

Where a Relevant Individual recuses themselves from a committee or business decision, this fact must be documented (e.g. in the committee minutes).

#### 4.3 Principle 3: The Group must take reasonable steps to manage Conflicts of Interest

##### 4.3.1 Management of a Conflict of Interest

Where a Conflict of Interest cannot be prevented, Business Units, Group Functions and Subsidiaries must take reasonable steps to manage it appropriately. To protect the Group and/or the affected legal persons, consideration must be given to managing conflicts at the appropriate level.

The following arrangements are acceptable ways to manage Conflicts of Interest. When considering the use of these arrangements, Business Units, Group Functions and Subsidiaries may decide that they are not effective in the specific circumstances presented:

- **Decision independence and information barriers**

Where multiple interests exist, the Group may separate the resources of the Group that are supporting two or more competing Customers, for example creating structural and information barriers between

two financing teams supporting Customers that compete commercially or in relation to a specific transaction.

- **Segregation of duties**

For example, the Group segregates duties within the first line of defence and between the first and the second line of defence, so that the interests of the first line are managed against the Group's objectives. Group Compliance can assist the first line in supporting the prioritisation of Customer interests and help to demonstrate to Customers that the Group prioritises their interests and is actively seen as being conscientious in that way.

- **Reallocation of activities**

The Group may remove/reallocate the performance of an activity (e.g. a specific phase of a transaction) from one Relevant Individual to another to manage the Conflict of Interest.

- **Arm's length arrangements**

Establishing arrangements between different parts of the Group that, for example, ensure one part of the Group only uses the services of another part of the Group where the cost of that service is set at normal market rates. The purpose of this kind of arrangement is to maintain independence of both service user and provider as their relationship inside the Group will not influence pricing or selection of the service provider.

- **Legal advice**

Seeking legal advice from an external law firm is an additional way for the Group to manage a Conflict of Interest. The provision of this independently regulated advice will provide guidance in situations where otherwise navigating competing interests might be, or be seen to be, inappropriate.

#### 4.3.2 Disclosure of a Conflict of Interest and obtaining consent

In some cases, due to the nature of the Conflict of Interest, or because of the surrounding circumstances, Business Units, Group Functions and Subsidiaries may decide that the measures put in place to prevent or manage a Conflict of Interest may not be sufficient to protect the interests of one or more parties. Therefore, it may be necessary to disclose the nature of the Conflict of Interest to the affected parties and/or seek their consent to continue.

For example, advising a target company and financing an acquiring company, where an agreement may be made with each Customer that this will only continue if the acquisition is on a friendly and agreed basis and with no other bidders involved.

Where Business Units, Group Functions and Subsidiaries are conducting MiFID Business, the rules do not allow disclosure of Conflict of Interest to a Customer as the only means of managing conflicts, except as a last resort. Where this is the case, the disclosure must be made prior to the MiFID Business in a durable medium; must include sufficient detail to allow the Customer to make an informed decision whether to continue the particular business with the Group; must explain the circumstances involved in disclosure being the 'last resort'; and should take into account the Customer's nature and an explanation of the risks and actions taken.

#### 4.4 Principle 4: The Group must appropriately document Conflicts of Interest

Business Units, Group Functions and Subsidiaries must appropriately document Potential and Actual Conflicts of Interest.

## 5. Escalation

Where a breach of this Policy has been identified, it must be reported to the Head of Conflict of Management. Where the breach is defined as an event, this must be registered and categorised immediately in ORIS according to the Non-Financial Risk Event Escalation Instruction.

## Appendix 1 - Definitions

The below definitions apply to the terms used throughout this Policy.

<b>Actual Conflict of Interest</b>	a Conflict of Interest that has not been appropriately managed, leading to a negative effect on customer interests and /or the Group's reputation.
<b>Business Conflict of Interest</b>	a Conflict of Interest connected with the activities and/or interests of the Group and its relationships with its shareholders, directors, customers, or other third parties.
<b>Business Unit</b>	Personal Customers, Business Customers or Large Corporates & Institutions.
<b>Conflict of Interest</b>	a divergence of interests, duties or responsibilities between two or more parties, where serving the interests of one party may cause detriment to another.
<b>Customer</b>	a natural or legal person with whom a unit of the Group has an obligation or mutual agreement concerning or related to the delivery of a product or service.
<b>Durable Medium</b>	any instrument which: (a) enables a client to store information addressed personally to that client in a way accessible for future reference and for a period of time adequate for the purposes of the information; and (b) allows the unchanged reproduction of the information stored.
<b>Governing Documents</b>	policies, guidelines, instructions and business procedures required for the proper operation of the Group.
<b>Group</b>	Danske Bank A/S including its Branches and Subsidiaries.
<b>Group Function</b>	CFO Area, Group HR, Group Internal Audit, Group Legal, Group Risk Management, Group Compliance, Technology & Services, Group Sustainability, Stakeholder Relations, Communications & Marketing.
<b>Inside Information</b>	information of a precise nature, which has not been made public, relating, directly or indirectly, to one or more issuers or to one or more financial instruments, and which, if made public, would be likely to have a significant effect on the prices of those financial instruments.
<b>MiFID Business</b>	investment services and activities and, if relevant, ancillary services carried out by a firm conducting Markets in Financial Instruments Directive business (where a fiduciary duty arises).
<b>Personal Conflict of Interest</b>	a Conflict of Interest connected with an employee's activities and interests outside the Group e.g., investments, relationships or roles held.
<b>Potential Conflict of Interest</b>	the risk that a Conflict of Interest may arise given particular facts and circumstances. This includes perceived Conflicts of Interest, being a situation, which may give rise to the perception of a Conflict of Interest even where a Conflict of Interest may not yet in fact exist.

<b>Relevant Individual</b>	<p>any of the following</p> <ul style="list-style-type: none"> <li>(a) an employee of the Group;</li> <li>(b) a tied agent of the Group; and</li> <li>(c) any other natural person whose services are placed at the disposal and under the control of the Group or who is involved in the provision by the Group of investment services and activities (directly or through an outsourcing arrangement). It does not cover natural persons performing independent legal or regulatory review of the Group (for example external auditors or regulatory monitors) which are exempt from this Policy.</li> </ul>
<b>Subsidiary</b>	<p>any undertaking over which Danske Bank A/S exercises control. For the purpose of this definition, "control" means any of the following:</p> <ul style="list-style-type: none"> <li>I. direct or indirect ownership of more than fifty per cent (50%) of the share capital or other ownership interest in any other person;</li> <li>II. the direct or indirect right to exercise more than fifty per cent (50%) of the votes in any other person;</li> <li>III. the direct or indirect contractual right to designate more than half of the members of such person's board of directors or similar executive body,</li> <li>IV. direct or indirect ownership of fifty per cent (50%) or less of the share capital or other ownership interest in any other person, where such minority ownership according to local law is considered controlling interest.</li> </ul>
<b>Third Party</b>	<p>a separate legal entity, including person(s), or company. The Third Party may also be a Subsidiary.</p>