

Saxo Bank A/S  
Attn: Board of management  
Philip Heymans Allé 15  
2900 Hellerup, Denmark

9 July 2015

Ref. csr

Case no: 6252-0273

## **Reprimands for how Saxo Bank handled the CHF incident on 15 January 2015 with regard to regulations on investor protection**

### **Reprimands**

The Danish FSA finds that Saxo Bank A/S (hereinafter referred to as "Saxo Bank" or "the bank") has violated section 8(1) of the Executive Order on Investor Protection, having failed to provide information about limitations for when the so-called "dedicated liquidity" applies. Saxo Bank has subsequently removed the information in question from its website. Therefore, the Danish FSA reprimands Saxo Bank for having marketed itself with incomplete information regarding limitations for the *dedicated liquidity* service.

The Danish FSA also reprimands Saxo Bank for not immediately providing information about significant difficulties in executing client orders to clients who could not have their stop-loss orders executed because of the lack of liquidity in the market on 15 January 2015. This contradicts section 27(1), no. 3 of the Executive Order on Investor Protection.

### **Background**

At 10:30 a.m. on 15 January 2015, the Swiss national bank (hereinafter referred to as "SNB") discontinued its fixed exchange rate policy against the Euro without notice, and this led to a sudden and sharp increase in the price of the Swiss franc (CHF). The dramatic increase in the CHF price meant that many clients holding short positions<sup>1</sup> in the CHF experienced that their positions were stopped out as they no longer met their margin requirements.

The Danish FSA has received a total of 38 complaints<sup>2</sup> against Saxo Bank, all attributable to the CHF incident. The complaints related to Saxo Bank's adjustments of the settlement price, Saxo Bank's marketing material,

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**THE DANISH MINISTRY OF BUSINESS  
AND GROWTH**

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<sup>1</sup>A short position is a position where a profit is gained if the price drops.

<sup>2</sup>This figure includes complaints about Saxo Bank's foreign subsidiary undertakings and white labelling clients.

bank/client contact during the incident and the option for Saxo Bank to charge clients an amount exceeding their margin deposit.

In a letter of 30 January 2015, the Danish FSA asked Saxo Bank to account for its management of the situation with regard to the stop-out of client positions as well as subsequent adjustments in their clients' settlement price. The Danish FSA then received four accounts from Saxo Bank dated 20 January, 9 February, 16 April and 9 June 2015, respectively. Furthermore, the Danish FSA held two meetings with Saxo Bank (on 23 January and 12 March 2015) at which the Danish FSA received information about Saxo Bank's management of the matter.

Among other things, Saxo Bank has accounted for the following:

- The concept of "dedicated liquidity" in the bank's marketing material.
- The bank's adjustment of settlement prices.
- The bank's information to clients about incorrect stop-out prices.

### **Consultation**

On 24 April 2015, the Danish FSA sent a draft decision for consultation at Saxo Bank. On 11 May 2015 Saxo Bank issued its consultation response and submitted supplementary information on 13 May 2015. In the consultation response, Saxo Bank inter alia mentions the following points, which are elaborated in the statement of claim in the relevant sections:

- Having made available a description of dedicated liquidity, Saxo Bank does not believe that the bank has acted contrary to section 8(1) of the Executive Order on Investor Protection about misleading marketing.
- Saxo Bank does not believe that section 27(1), no. 3 of the Executive Order on Investor Protection regarding the disclosure obligation in the event of any significant problems with the execution of client orders applies in connection with stop-out of client positions due to lack of margin of safety.

Moreover, Saxo Bank has proposed some changes and additions to the Danish FSA's version of the bank's arguments and description of the case. As the Danish FSA assessed that these changes and additions are of no relevance to the decision in the case, these have only been accommodated to a lesser extent.

### **Saxo Bank's marketing material: "Dedicated liquidity"**

Among other things, the following is stated about the concept of "Dedicated liquidity" on Saxo Bank's website:

*“Saxo Bank offers all clients dedicated liquidity for trades up to EUR 25M.*

*What is dedicated liquidity?*

*Liquidity means a demand in the market to buy or sell at a given price level. Without liquidity you will not be able to get in to a position when you see a favorable trading opportunity, or even worse, to get out of a position when you need it the most.*

*In case you want to sell a EUR against USD during high volatile market conditions, finding a buyer can be very difficult or even sometimes impossible for many brokers. With Saxo Bank dedicated liquidity to each and every client answers this problem.”*

Saxo Bank has explained to the Danish FSA that *dedicated liquidity* means Saxo Bank's dedication to executing transactions on even volatile markets supported by the trading platform's organisation with executable prices ("green prices" which show that the transaction can be executed at the price in question) on the basis of prices from the bank's network of brokers.

Furthermore, Saxo Bank has established that the text on the bank's website says nothing about the prices at which transactions can be executed, and that the text does not deal with transactions which are executed on extremely illiquid markets.

In addition, Saxo Bank has stated that the bank has no definition of an extremely illiquid market or an extremely volatile market.

In its consultation response, Saxo Bank has stated that the bank disagrees with the Danish FSA's assessment, that the bank's text on *dedicated liquidity* on its website is unclear or misleading and thus is in contradiction of section 8(1) of the Executive Order on Investor Protection.

Saxo Bank has stated that, when describing *dedicated liquidity*, the bank does not guarantee that transactions will be carried out at a particularly favourable price, and that the bank has also executed transactions in accordance with the liquidity and market prices ascertained and available on the market.

Furthermore, Saxo Bank has stated that the text on *dedicated liquidity* must be read in connection with other information to clients, including information about *slippage* on a separate link, "No-slip Stop Order *Policy*" in a layer under the tab describing "No-Slip Stop Orders". The description of "No-Slip

Stop Orders” is found on a link on the same page as the link to the *dedicated liquidity* text. Saxo Bank has submitted that their “No-Slip Stop Orders Policy” states that “*Unless there is a very large gap in the market (more than the defined ‘Maximum Gap’ shown below) the order will be filled at the specified order level – ZERO SLIPPAGE, at no cost*”. In the view of Saxo Bank, an investor reading this information will not perceive this as a special access to favourable prices on a volatile and illiquid market.

Saxo Bank has also argued that the requirements for the information material should reflect the type of clients for whom Saxo Bank provide services which, according to Saxo Bank, is not “the typical Danish person on the street”. A “typical Danish person on the street” without knowledge about currency dealing, who wishes to deal in currency products, will receive a warning that the bank does not consider this product appropriate for such a client, see section 17(2) and (3) of the Executive Order on Investor Protection. The bank finds it illusory to assume that more detailed information about *dedicated liquidity* would give clients a better understanding of the product or otherwise have any effect on the client’s behaviour.

Finally, in its consultation response, Saxo Bank has stated that, at its own initiative, the bank removed the *dedicated liquidity* text from its website on 19 January 2015. However, subsequently, the bank has informed the Danish FSA that by mistake this information was not deleted from the bank’s website and it was thus available up until at least 12 March 2015. However, the information regarding *dedicated liquidity* is no longer available on the bank’s website.

Statutory foundation:

According to section 8(1) of the Executive Order on Investor Protection in connection with Securities Trading (hereinafter referred to as the “Executive Order on Investor Protection”), information which could be received by retail clients must be clear and not misleading.

The guidelines for section 8(1) of the Executive Order on Investor Protection, state that information from a securities dealer must be adapted to the knowledge level expected for a retail client. For consumers, this should be interpreted in accordance with the definition of an average consumer in the Unfair Commercial Practices Directive. Therefore, the securities dealer must adapt information to the knowledge level of an average consumer, who is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors. The requirements establishing what is meant by an average consumer are rather modest and entail that the presentation of a product

must be assessed compared with what can be expected to be understood from a “typical Danish person on the street”.

Assessment by the Danish FSA:

The Danish FSA finds that the description of *dedicated liquidity* may give clients the impression that, as a client of Saxo Bank, they will have special access to liquidity on the market, providing them with the opportunity to trade on even very volatile markets. The client is promised that, with *dedicated liquidity*, you can enter, and equally as important, get out of a currency position when you need it the most.

The Danish FSA finds that an investor without special qualifications cannot be expected to grasp the true nature of *dedicated liquidity* in certain market situations. It is also the assessment of the Danish FSA that the description of *dedicated liquidity* may even give clients who are considered to be more experienced investors than “the typical Danish person on the street” the understanding that Saxo Bank, contrary to the competition, can always settle transactions, even in an otherwise illiquid market.

Except for the limitation in transactions up to EUR 25 mill., the text mentions no limitations on when *dedicated liquidity* can be applied. On the contrary, the Danish FSA considers that the text is worded to give the impression that, with the Saxo Bank solution, there are no liquidity risks associated with currency dealing. This infuses a sense of security in clients, and is likely to affect clients’ choice of provider.

The Danish FSA finds that a financial undertaking must prepare its marketing material for financial instruments and investment services so that it meets the standard described in the guidelines on the provisions on marketing material in the Executive Order on Investor Protection. An undertaking may, thus, not prepare its marketing material based on the assumption that the persons who receive or read the marketing material are especially qualified to understand it, unless such assumption has been documented. In the view of the Danish FSA, the fact that a client has completed (and passed) an appropriateness test for currency trading, does not in itself give an appropriate basis for expecting that such client has sufficient insight into the market to understand that *dedicated liquidity* will not apply in special market situations.

This means that, without some other reference, a retail investor cannot be expected to find and independently understand that the separate information about the bank’s No-Slip Stop Order Policy (which is two clicks away) includes limitations in *dedicated liquidity*.

The Danish FSA finds that, in breach of section 8(1) of the Executive Order on Investor Protection, Saxo Bank has marketed itself to retail clients by

offering “dedicated liquidity” which, among other things, is intended to protect clients from not being able to settle their currency positions, without providing information about, or referring to, a complete description of the service or any limitations in the service.

The Danish FSA has noted that Saxo Bank has decided to remove the description of *dedicated liquidity* from its website. Therefore, the Danish FSA reprimands Saxo Bank for having provided an insufficient description of the limitations of the so-called *dedicated liquidity* service on its website.

### **Stop-out of clients' CHF positions and price adjustments**

#### Stop-out of CHF positions

As described in the introduction, Saxo Bank has stated that the sudden increase in the CHF price meant that many clients were unable to satisfy their margin requirements, after which the clients' positions were stopped-out in accordance with the contractual basis. The bank has explained that the bank's IT system is set up such that stop-out occurs automatically when the bank receives price streams from its liquidity providers. In some cases, stop-outs occur following manual management in which stop-out orders first need to be approved by a dealer before they are submitted to the market. This takes place as a safety mechanism to counteract incorrect execution, and it is activated, for example, if the value of a client's position takes an unusual plunge within a short period of time. Following manual control, the orders are executed as normal through the order management system at Saxo Bank.

According to Saxo Bank, immediately after 10:30 a.m. on 15 January, as a consequence of the extraordinary market situation, the streamed prices from liquidity providers were not executable but only indicative. The bank's system is set up such that stop-outs of client positions are carried out on the basis of the streamed prices from liquidity providers. This meant that the stop-out prices which clients initially received automatically, according to Saxo Bank, were not reflecting the actual market price, which was at a very different level.

The large number of stop-outs of client positions, together with the bank's significant liquidity providers almost immediately ceasing to set executable prices, resulted in a “clump” of stop-out orders, which could not be settled on the market due to insufficient liquidity.

Saxo Bank has stated that, during the CHF incident (from around 10:30 a.m. to 11:00 a.m.), EBS Service Company Limited (hereinafter referred to as “EBS”) was the only actual trading access to the market, and that almost all the bank's orders were executed through EBS. The bank has submitted trading data to the Danish FSA to support this, showing that during the CHF

incident, transactions were executed within a bid/ask spread of 1.02000-0.86000 in the EURCHF cross rate.

#### Adjustment of transaction prices

In the opinion of Saxo Bank, the contractual basis with the client entitles the bank to adjust reported settlement prices which are obviously incorrect and which are attributable to, for example, special market conditions where there is no liquidity on the market. With reference to this, Saxo Bank has chosen to adjust the initially reported - and according to Saxo Bank, incorrect - stop-out prices to prices at which the bank could actually execute on the market during the incident. The bank refers to the following provisions in the contractual basis:

#### **6.12**

*It is possible that errors may occur in the prices of transactions quoted by Saxo Bank. In such circumstances, without prejudice to any rights it may have under Danish law, Saxo Bank shall not be bound by any Contract which purports to have been made (whether or not confirmed by Saxo Bank) at a price which:*

- i. Saxo Bank is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or*
- ii. was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.*

*In which case Saxo Bank reserves the right to either 1) cancel the trade all together or 2) correct the erroneous price at which the trade was done to either the price at which Saxo Bank hedged the trade or alternatively to the historic correct market price.*

#### **16.5**

*In order for Saxo Bank to quote prices with the swiftness normally associated with speculative trading, Saxo Bank may have to rely on available price or availability information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if Saxo Bank has acted in good faith when providing the price to the Client, Saxo Bank may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.*

Saxo Bank has presented transactions data which shows that the transactions the Bank executed on EBS within the bid/ask spread mentioned above can be divided into three phases based on jumps in the rates at which the Bank could trade on the market.

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>
First transaction	10:33:39	10:41:33	10:45:56
Final transaction	10:41:00	10:43:50	10:52:56

**Table 1:** Phases for the CHF transactions during the CHF incident.

Saxo Bank has stated that, within the respective three phases, they have calculated a weighted average price (VWAP) on the basis of the prices for the transactions actually completed in the most volatile period of about 30 minutes after the notification from SNB. The Bank has stated that the method was chosen in order to ensure equal treatment of clients whose positions were stopped-out in the respective time phases. A summary of the phases and the VWAP prices is provided in Table 1.

Saxo Bank has stated that the majority of the positions (82.54%) were stopped-out immediately after the CHF incident, i.e. in the time period under Saxo Bank's Phase 1. Because of insufficient liquidity in the market, however, it was not possible for Saxo Bank to trade all the stopped-out positions in the market. The orders lying in the queue for execution were therefore executed over Phase 1 and Phase 2 and partly over Phase 3. With regard to stop-out transactions carried out in Phases 2 and 3, the orders were executed by Saxo Bank during Phase 3, as these had to await settlement of the previous orders. On this basis, Saxo Bank has calculated adjusted weighted average prices for the stop-outs carried out within the respective phases. This meant that clients who had been stopped-out in Phase 1 subsequently had their stop-out price adjusted to a rate of 0.96250, while clients stopped-out in Phases 2 and 3 were settled at a rate of 0.88000. This is summarised on Table 2 below.

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>
First transaction	10:33:39	10:41:33	10:45:56
Final transaction	10:41:00	10:43:50	10:52:56
Adjusted VWAP	0.96250	0.88000	0.88000

**Table 2:** Adjusted VWAP prices (and settlement prices) for the respective phases

Saxo Bank has also explained that the indicative (i.e. non-executable) prices from the Bank's liquidity providers fell gradually in contrast to the actual observed market price in CHF, which increased more or less vertically. This meant that systematically there was a gradual stop-out of client positions on the basis of the indicative prices in the system; prices that could not be supported by the trading volume on the market. The majority of



the positions (82.54%) should therefore in fact have been stopped-out at the same time and at the market price (see Phase 1), as in practice the clients entered default at the same time and at the same price. Against this background, Saxo Bank settled the clients at the adjusted VWAP price such that clients who in fact should have been stopped-out at the same time were settled at the same price.

#### Statutory foundation

Section 5 of the Executive Order on Investor Protection states that a financial undertaking must act honestly and professionally.

Section 3(1) of the Executive Order on Execution of Orders by Securities Dealers states that, when executing orders, a securities dealer must take all reasonable steps to obtain the best possible result, under the circumstances, for his customers, taking into account price, costs, speed, likelihood of execution and settlement, etc.

#### Assessment by the Danish FSA

The Danish FSA has assessed that a contractual condition which entitles a financial undertaking to change settlement prices under some detailed conditions is not in itself in conflict with the regulations that a financial undertaking must act honestly and professionally towards its clients. Whether the contract-law conditions allowing the bank to change the price have been complied with in this specific matter is, however, a question for clarification by the Danish Complaint Board of Banking Services, or by the courts.

With regard to execution of the CHF orders on the market, Saxo Bank has stated that more or less all of the Bank's transactions were executed via EBS and this was the only possibility as all of the Bank's other liquidity providers had ceased to provide executable prices. The Danish FSA has found no reason to determine that Saxo Bank has therefore acted in conflict with the regulations on best execution.

Furthermore, it is the assessment of the Danish FSA that the method presented and applied by Saxo Bank to set the adjusted settlement prices for the clients affected contributes to equality of treatment between clients and is not biased towards the interests of the Bank. Therefore, the Danish FSA finds that the method is not in conflict with the regulations that a securities dealer must act honestly and professionally.

#### **Information on incorrect prices at stop-out**

Saxo Bank has informed the Danish FSA that, immediately after publication by SNB of the break with the fixed exchange rate policy, the Bank was aware that clients had their positions stopped-out at incorrect settlement

prices. This was because the system was set up to automatically execute on the basis of price streams which were only indicative. Therefore, the Bank was immediately aware that it would have to adjust settlement prices for its clients.

Saxo Bank has also stated that, 1 hour and 23 minutes after the first stop-out orders had been executed, the Bank sent a general email to all its affected clients, informing them that they could expect a price adjustment.

#### Stop-out of clients because of inadequate margin

Saxo Bank has notified the Danish FSA that they do not believe that they are subject to section 27(1), no. 3 of the Executive Order on Investor Protection, which requires a securities dealer to inform retail clients immediately of any significant problems with the execution of their orders. Saxo Bank justify this in that a stop-out of a client is a remedy for breach of contract and it entitles Saxo Bank to stop-out a client's position when the client fails to meet the margin requirement. In practice this takes place by stopping-out the position at the established market price. I.e. it is not an order submitted by a client. Saxo Bank has also stated that in this situation the client does not have the same need for rapid information as in situations in which the client has submitted an order which cannot be settled as first presumed.

In its consultation response, Saxo Bank has also declared that the bank has a right, but not a duty, to exercise its remedy for breach of contract, as this is a discretionary decision for Saxo Bank to make. Stop-out of client positions therefore indicates a decision, transaction or action made at the discretion of Saxo Bank in accordance with the contractual basis.

In this context, Saxo Bank draws a parallel to the situation in which a bank has received collateral in a client's securities and exercises its right to execute remedies for breach of contract. In such a situation, in accordance with section 538a(2) of the Administration of Justice Act, the bank would be obliged to give its client notice of one week before the mortgaged securities could be sold. Saxo Bank states that in such circumstances the bank would not be obliged to warn the client of potential obstacles to executing the client's order from the time at which the notification of breach was issued, as there is no order.

Therefore, Saxo Bank concludes that information on incorrect prices should not be judged in accordance with section 27(1), no. 3 of the Executive Order on Investor Protection, but section 5 of the same Executive Order on honest and professional behaviour should be applied instead.

#### Execution of stop orders/limit orders

Saxo Bank has also stated that the clients who had placed a stop order/limit order before the CHF incident, which, because of the lack of liquidity during the CHF incident could not be executed at the predetermined price, were treated in the same way as the Bank's other clients. This meant that all client orders were executed as soon as possible after the trigger level for the relevant stop/limit order had been hit. The Bank states that this is in accordance with point 5.3 of the Bank's general business terms which states: *"If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistently with our Order Execution Policy. We do not guarantee orders will be executed at the specified price or amount, unless explicitly stated by us for that specific order."* This means that the order is immediately given a "hit time", after which it cannot be cancelled or withdrawn. According to Saxo Bank, clients could therefore not have used any previous information on the execution to change or delete their orders.

A total of 186 clients had a stop order/limit order triggered during the CHF incident and subsequently had the prices which were initially notified, adjusted. Out of these, 112 clients were adjusted downwards and 74 clients were adjusted upwards.

Saxo Bank states that it does not believe it has breached section 27(1), no. 3 of the Executive Order on Investor Protection by not having informed the 186 clients with stop orders/limit orders about significant difficulties in executing their orders.

Saxo Bank has also explained that the bank prioritised settling the stop-out orders in the queues for execution on the market, and that it informed clients as soon as was practicably possible. Furthermore, the Bank has stated that even if the clients had been informed immediately after the Bank became aware of the difficulties in executing the transactions, this would not have made any difference for the clients with regard to taking measures to secure themselves against losses. Clients' possibilities to hedge by, e.g., taking an opposite position would therefore only have been theoretical, firstly because the account was closed, and secondly because it was not possible to quote an exact price at the relevant time in the extremely volatile market.

In its consultation response, Saxo Bank has indicated that the Bank does not consider that a notification issued 1 hour and 23 minutes after the Bank became aware of the problems in executing stop-out transactions is in conflict with the obligation to act honestly and professionally, see section 5 of the Executive Order on Investor Protection.

### Statutory foundation

According to section 27(1), no. 3 of the Executive Order on Investor Protection, a securities dealer must ensure that, immediately after he becomes aware of this, the securities dealer informs a retail customer of any significant problems with the execution of an order.

### Assessment by the Danish FSA:

The Danish FSA finds that it should not be considered an order in circumstances where a client's positions are forced to stop-out as a result of the agreed margin requirements no longer being met, and therefore section 27(1), no. 3 of the Executive Order on Investor Protection does not apply in connection with the adjustment by the bank of the settlement prices first notified to clients who were stopped-out in connection with the CHF incident.

Even though, in purely technical terms, the stop-out cannot be described as an order, the bank will still be subject to the duty to act honestly and professionally, and this entails that the bank must take all reasonable steps to obtain the best possible result, under the circumstances, for its clients in connection with stop-out.

On the other hand, the Danish FSA considers that, in circumstances in which a client has submitted stop orders/limit orders, the client has *actively* placed an order and therefore has a legitimate expectation that the order will be executed. Therefore, the client must be informed immediately about significant problems in executing the order, see section 27(1), no. 3 of the Executive Order on Investor Protection.

In a market such as the foreign exchange market, where even very small price movements can have considerable financial consequences for investors with geared positions, and where clients are used to being able to monitor information about their positions in real time, fast execution and supply of information are crucial. The Danish FSA understands that, as a consequence of the market situation on 15 January 2015 immediately after execution of the limit orders on behalf of the 186 clients, Saxo Bank was not able to notify each client immediately about the price that would finally apply after problems arose in realising the notified prices. Section 27(1), no. 3 of the Executive Order on Investor Protection stipulates no requirements, however, that the correct price is to be notified "immediately". The provision only requires that the securities dealer is to implement procedures to ensure that, immediately after becoming aware of significant problems in executing the order, the securities dealer notifies these to the client.

The Danish FSA considers that a notification to clients that there were problems in executing their orders could have been issued automatically a few minutes after these problems had been recognised. A notification to

clients 1 hour and 23 minutes after the order was submitted does not, in the opinion of the Danish FSA, meet the requirement to inform clients immediately about any problems in executing an order. This applies irrespective of whether the notification stating the final price contained more information than is required by section 27(1), no. 3 of the Executive Order on Investor Protection.

In this assessment, the Danish FSA has not taken into consideration whether informing clients quicker could have affected the clients' possibilities to minimise their losses, as this has no bearing on interpretation of the provision.

The Danish FSA reprimands Saxo Bank for not having immediately informed its retail clients who had placed stop/limit orders in CHF that there were significant problems in executing these stop/limit orders at the price stated by the clients.

### **Appeals instructions**

A decision by the Danish FSA can be brought before the Company Appeals Board, Dahlerups Pakhus, Langelinje Allé 17, PO box 2000, 2100 Copenhagen Ø, Denmark tel. +45 35 29 10 93 no later than four weeks hours after receipt of the decision, see section 372(1) of the Financial Business Act.

Section 7 of the Executive Order on the Company Appeals Board under the Ministry of Business and Growth (*bekendtgørelse om Erhvervsministeriets Erhvervsankenævn*) states that there is a fee of DKK 4,000 for appealing to the Company Appeals Board. The fee is DKK 2,000, however, for appeals regarding matters which do not relate to the current or future business situation of the complainant. According to section 15(4) of the Executive Order mentioned above, the Board, or the Board chairman on its behalf, may decide to repay any fees paid, in full or in part, if the complainant's appeal is upheld in full or in part. The fee will be repaid if the appeal is rejected.

### **Publication**

According to section 354a(1) of the Financial Business Act, reactions from the Governing Board of the Danish FSA must be published stating the name of the undertaking. In this context, note that the Danish FSA considers that there is nothing to prevent publication of this decision, see section 354a(4) of the Financial Business Act.

Yours faithfully

Ulla Brøns Petersen  
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