



BARNE- OG LIKESTILLINGSDEPARTEMENTET

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This form is mandatory according to the Regulations relating to withdrawal form of 27 February 2001, laid down by the Norwegian Ministry of Children, Equality and Social Inclusion pursuant to section 10 of the Norwegian Act of 21 December 2000, no. 105 relating to the duty of disclosure and right of withdrawal, etc. applying to distance and off-premises contracts (Angrerettloven). The form is to be used for off-premises and distance contracts for financial services.

YOU HAVE 14 DAYS' (OR 30 DAYS') UNCONDITIONAL RIGHT OF WITHDRAWAL

Pursuant to the Norwegian Act relating to the duty of disclosure and right of withdrawal (the "Act"), you may generally withdraw from contracts entered into without any physical meetings (distance contracts) with service providers for example contracts entered into by e-mail, telephone, ordinary post, door-to-door, trade fairs, street selling, etc.) (**off-premises**). **The right of withdrawal must be exercised within 14 days after the contract was entered into and the statutory information has been received in the way required by the Act.** In case of distance contracts for life insurances and individual pensions (IPA) the deadline is 30 days. Life insurances and IPAs sold off-premises follow the general rule of the 14 day withdrawal period. You do not need to state any reason for making use of your right of withdrawal.

You must notify your service provider of your intention to exercise your right of withdrawal within the given deadline. You are free to choose notification method. We recommend you to use this form. You have met the deadline if you have sent the notification (eg posted the form, sent it by telefax, e-mail, via netbank, etc.) by the given deadline. You should make sure that you can document it.

To be filled in by the service provider:

Name of service provider: **Nordea Bank Abp, filial i Norge** Organisation number: **NO 920058817 MVA**
Address: **P.O.Box 1166 Sentrum, N-0107 OSLO, Norway**
Telephone: **+47 232 06001** E-mail address: **www.nordea.no/kontakt**
Customer's birth date: _____ Contract no/reference no: _____
Type of service: **Banking products and services**
The contract was entered into on _____ Withdrawal form submitted (date): _____
(date): _____

To be completed by the consumer and sent to the service provider. Please note! Do not send the form to the Norwegian Ministry of Children, Equality and Inclusion. I exercise my right of withdrawal.

The form was received on (date): _____ (date)

Name: _____

Address: _____

Telephone (home): _____ (work): _____ (Mobile): _____

E-mail address: _____

Date: _____ Signature: _____

If a *framework agreement has been entered into followed by separate transactions or assignments*, the right of withdrawal only applies to the initial framework agreement. One example may be a Netbank agreement entered into by distance sales. The Act applies to the Netbank agreement, but not to any subsequent payment orders.

Withdrawal period

The withdrawal period runs from the date on which the contract was entered into, in case of insurance contracts from the date you receive notification that the contract has been entered into. You must also have received all the statutory information required relating to the duty of disclosure and right of withdrawal, and in the way required by the Act. Section 7a of the Act (<http://www.lovdato.no/all/hl-20001221-105.html#7a>) states that distance contracts must include advance information. Information about the Act can be obtained from the service provider, the Norwegian Consumer Council (Forbrukerrådet) (<http://forbrukerportalen.no/Emner/angrerettloven>) or on the Internet: <http://www.lovdato.no>.

If you make several separate transactions of the same type at intervals of less than one year, without any initial contract for the service, the duty of disclosure only applies to the first transaction.

Some financial services have tax benefits. If you exercise your right of withdrawal, you will not be able to claim such tax deductions. In the case of loan agreements, for example, you will only be able to claim tax deduction for the net interest paid and for establishment fees, etc. If you withdraw from for example BSU and IPA, you will not be able to claim tax deduction for your deposit.

In the case of distance contracts, you are to receive the complete terms in due time in advance, see Section 9a of the Act. If the contract is entered into at your request, and the service provider is unable to supply the terms of agreement and advance information before the entry into of the contract, because of the remote communication method used, the service provider must meet his/her obligations immediately after the entry into of the contract. By distance contracts are meant contracts entered into without any physical meetings between you and service provider, for example contracts entered into on the Internet, by e-mail, telephone, telefax, SMS or ordinary post. To be regarded as a distance contract pursuant to the Act, the service provider must have prepared for and marketed the distance selling method.

Advance information and terms of agreement must be supplied in writing on paper or another permanent medium at your disposal (for example e-mail that is printed out or automatically saved on the consumer's hard disk). In case of off-premises contracts the Act requires that the service provider provides you with the information mentioned in Section 7a, subsections j) and k), on a permanent medium at your disposal. By off-premises contracts are meant for example contracts entered into at trade fairs, in the street, etc. Contracts entered into in your home are covered by the Act, However, only if the service provider's representative calls on you without you having asked for it, or if contracts are entered into for services/products other than the ones you originally asked the service provider to introduce to you.

Settlement in connection with the exercise of the right of withdrawal

If you exercise your right of withdrawal, the parties' obligations under the agreement cease. If either party has wholly or partly fulfilled the agreement, a refund must take place.

The right to withdraw from distance contracts

The reversal must be made not later than 30 days after you have notified the service provider that you will make use of your right of withdrawal. The service provider must compensate you for any payment you have made for the actual service not later than 30 days after the service provider has received your notification.

However, any establishment fee, safe custody fee, etc. you might have paid, will not be refunded. This also applies to amounts paid through the service provider to a third party, for example appraiser's fee, registration fee, etc. If you have entered into a distance contract and expressly asked that the contract should be made effective before the expiry of the withdrawal period, the service provider can claim compensation for the time during which you have made use of the financial service. The compensation must be in reasonable proportion to the scope of the service already delivered compared to the fulfilment of the entire contract.

Right of withdrawal in connection with off-premises contracts

The service provider must repay your payments within 14 days after the service provider has been notified of the exercise of the right of withdrawal. Within a reasonable period thereafter you must repay/return the service you have received under the contract. If the reversal obligation of both parties concerns money, the service provider has the right to make a net settlement.

Consequences of not exercising the right of withdrawal

If you do not exercise your right of withdrawal, the original contract is binding for both parties. However, please note that in many cases you will still have the right to terminate the contract at any given time, irrespective of the abovementioned Act. Such right is laid down in the Norwegian Financial Contracts Act and the Norwegian Insurance Contracts Act.

Information about the right of withdrawal can be obtained from the Norwegian Consumer Council (Forbrukerrådet), tel.: 23 400 500. Internet: <http://forbrukerportalen.no>. Information about distance contracts for financial services is found on the Norwegian Ministry of Children, Equality and Inclusion's website: www.odin.no