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Part C of the Account Agreement:

General terms for deposits and payment services - consumer

These terms apply to all consumer customers. A consumer is defined as a natural person when the purpose of the agreement largely lies outside the scope of the person's business or professional enterprises, cf. Section 1-4 of the Financial Agreements Act (Norway).

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1. Opening an account etc. - proof of identity

When opening an account, the account holder shall disclose his/her:
- full name,
- home address,
- residence status,
- national identity number or D number
- other legally required information, including information on the purpose and intended nature of the customer relationship, the origin of funds, beneficial owners and tax residency.

If the account holder does not have a national identity number or D number, his/her date of birth, place of birth, citizenship and gender must be disclosed. The account holder must provide proof of identity and verify the correctness of the information. If the account holder has a guardian or guardians, the account holder shall disclose this to the bank and provide any information that might be required in this regard. In the event of any change in the submitted information, the account holder shall notify the bank immediately. The obligation to provide information also applies to the guardian or guardians and persons granted the right to operate the account.

Unless there are reasonable grounds for doing so, the bank may not refuse to accept deposits and/or execute payment services on standard conditions. The bank shall give immediate notice in writing of any refusal except as otherwise provided for in or pursuant to statute and inform the account holder of the right to lodge a complaint with and have the dispute decided by the Norwegian Financial Services Complaints Board.

Under anti-money laundering legislation and other provisions, the bank has a far-reaching obligation to investigate the customer relationship and the operation of the account. If required by the bank, the account holder must submit information on his/her use of the account or the use of the account by others, including information on, and documentation of, the origin of the funds. If the account holder fails to provide the bank with satisfactory information, or if in the assessment of the bank due diligence cannot be performed, the bank may decline to accept deposits and/or execute payment services.

Where joint accounts are offered by the bank, all account holders must submit the information and proof of identity described above. Normally, account information will only be sent to one of the account holders. In the bank's disclosures to the tax authorities only one of the account holders will normally be named as account holder, with a note stating that the account is a joint account held with others.

2. The account agreement

The account agreement shall be in writing and shall normally be signed by the account holder. The account holder shall be provided with a copy of the agreement, either on paper or on some agreed permanent electronic medium. The account agreement is made up of various parts. These General terms for deposits and payment services are supplemented by special terms of agreement for the product(s) or service(s) that has (have) been specifically agreed, forms for the appointment of authorised signatories, etc. While the contractual relationship remains in force, the account holder may at any time request the to be provided with the contract terms and information that the bank is required to supply pursuant to Section 3-22 of the Financial Agreements Act.

Except as otherwise agreed, the contract terms, notifications from the bank while the contractual relationship remains in force and any other information to which the account holder is entitled will be in the Norwegian language. The account holder may communicate with the bank by means of distance communication.

3. Opening an account for a third party

If the bank permits an account to be opened for a third party and a sum is deposited in the account as a gift from the party opening the account, the party opening the account must document his/her own information as described in the clause *"Opening an account - proof of identity"*, as well as that of the account holder. If the account holder is a minor, the identity of his/her guardian(s) must also be documented.

Amounts deposited in the account are considered to belong in their entirety to the account holder from the date on which the account is opened and may be used only by the account holder or the account holder's nominee. When the account is opened, the bank shall send all legally required information to the account holder, including information on interest rates, charges, how the account and the appurtenant payment instruments may be used, the liability and risk associated with operating the account and unlawful use of the account by others, and the rules applying to the deposit guarantee. Should the account holder subsequently be opposed to the opening of the account, the amount deposited will be returned to the party opening the account.

When an account is opened for a minor, the party opening the account may decide in accordance with Section 95 of the Guardianship Act that the minor alone shall dispose the account or that one of the guardians shall be empowered to dispose the account alone. In the case of account holders who are minors, rules and terms of agreement governing accounts for minors will also apply.

4. Processing personal data

To perform the agreement and to comply with its statutory obligations, the bank will process personal data about the account holder and authorised operators of the account. This includes proof of identity and contact information, information concerning transactions, income, expenses, assets and liabilities. For further information on the bank's processing of personal data and for contact details for the data protection officer or other responsible authority, please see the bank's privacy policy.

5. General comments on the operation of the account

The account can be used for deposits, withdrawals and other payment transactions in accordance with the account agreement. Save as otherwise agreed, the account will be recorded in Norwegian kroner.

The account and the services of the bank (including payment cards) shall not be used for gambling schemes operating without a licence in Norway.

The account holder shall not use the account or the services of the bank in a manner or for a purpose that is illegal for the account holder or the bank.

The bank shall verify that the person operating the account is authorised to do so. The person in question shall confirm the transaction by using payment instruments in the agreed way, if applicable with his/her signature. When the account is operated, the bank may require the necessary proof of identity to be presented.

The bank may decline to execute a payment order if doubts exist about the right of the person in question to operate the account.

The account holder does not have the right to charge the account for amounts in excess of the sum available in the account at the time of the debit.

Cash deposits will be available to the account holder immediately after they have been received by the bank.

In the case of large withdrawals, the bank may require prior notice in order to safeguard its own cash holdings or for reasons of security.

The account holder may require the account to be blocked, for example because there is a danger that some party other than the account holder or the authorised operator may debit the account unlawfully.

If funds in the account of a deceased person are to be accessed, a probate certificate issued by the Probate Court or equivalent documentation from a competent authority outside Norway must be presented.

6. Right of operation by parties other than the account holder

An account holder may authorise others to operate the account. This authorisation to operate the account shall normally be given in writing. The clause "*Opening an account etc. - proof of identity"* will apply correspondingly for the person granted authorisation to operate the account.

If the operator(s) of the account does(do) not sign the authorisation to operate the account, the account holder must inform the operator(s) of the account of the authorisation to operate the account and its contents.

Unless otherwise agreed between the account holder and the bank or specified in the authorisation to operate the account, the right to operate the account means that:

- The operator of the account has the right to withdraw cash.
- The operator of the account has the right to debit the account in individual payment transactions.
- The operator of the account has the right of access to information concerning the account relationship(s), including transaction history if the bank has made arrangements for this.
- The operator of the account has the right to operate the account using the operator's own online bank, mobile banking facility and similar Internet-based payment services This will, inter alia, entail that:
  - The debit limit applicable to the right to operate the account will follow the debit limit specified from time to time for the operator's/ operators' online bank, mobile banking facility and similar services; and
  - The operator(s) may conclude an agreement on AvtaleGiro on behalf of the account holder.
- The operator may use services delivered by other payment service providers if these can be linked to the account.
- The operator(s) cannot grant third parties the right to operate the account (transfer the right to operate the account).
- The operator(s) does(do) not have the right to close the account.
- The right to operate the account is not subject to a monetary limit.

If the operator is to operate the account using other payment services than a digital bank and this requires a separate agreement with the bank, the account holder must consent to this in writing.

Operators with the right to operate the account pursuant to the provisions of Section 94 of the Guardianship Act (power of attorney) have the right under the Act to debit the account to cover expenses relating to the dwelling and day-to-day living costs of the account holder and to pay taxes/duties and the commitments of the account holder under borrowing agreements.

The account holder is liable in full for the operator's use of the account, including overdrawing of the account. The account holder is also liable for any losses, including a charge in the amount of NOK 450 as a consequence of non-approved payment transactions that follow from the operator's actions or omissions. This does not exempt the operator from liability under the law of damages.

The account holder may revoke or amend the right of third parties to operate the account by notifying the bank. Revocation or amendment shall normally be in writing. The right to operate the account will cease upon the death of the account holder. The right to operate the account will cease in the event of bankruptcy or debt negotiations on the part of the account holder.

The account holder and the operator of the account shall assist in ensuring that any payment instruments received by the operator for the

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purpose of operating the account are returned to the bank or secured by some other means so that the operator is no longer able to operate the account.

7. Third-party services

The account holder may enter into an agreement with a third-party provider of payment services on payment services linked to the account where the applicable arrangements to do so have been put in place. The bank bears no responsibility for the service supplied by the other payment service provider.

Where third-party services are used, such as payment initiation services or account information services (PIS/AIS payment services), the bank will, in accordance with the applicable provisions and when requested to do so by the third-party, make available or provide the information necessary for the performance of the third-party service and communicate with the third-party provider through secure channels. The same applies to requests for confirmation on the availability of funds made by other third-party service providers that have issued card-based payment instruments for the payment account. In the case of such requests for confirmation on the availability of funds, the account holder may, upon application to the bank, be informed of the identity of the payment service provider and the response that was given.

8. Foreign currency - foreign exchange risk

Deposits and transfers into and out of the account in a foreign currency are translated into Norwegian kroner before the account is credited or debited, unless it has been agreed that the account is to be recorded in a foreign currency. If payments into or transfers out of the account are executed in some other currency than the currency in which the account is recorded, the account holder will bear the risk of any gains or losses resulting from changes in exchange rates.

For the purpose of conversion, the bank will use the foreign exchange rate applicable at the time conversion takes place (the conversion date). Information on the bank's foreign exchange rates can normally be found on the bank's website, in notices on the bank's premises or will be provided upon request.

When registering transfers and payments in currencies other than the currency in which the account is recorded the bank will normally quote an amount based on a preliminary rate of exchange. The final rate will be fixed on the conversion date and the final amount for debiting or crediting will appear on the statement of account as at the date on which the transaction is booked. The final rate of exchange may deviate from the preliminary rate.

In the case of payments made to payees outside Norway and payments received from outside Norway, charges may accrue depending on the size of the amount, the payment service and whether the amount is to be exchanged. These costs are detailed in the price list.

9. Interest and the calculation of interest. Cost associated with opening, operating or discontinuing the account

Interest rates are shown in the bank's price list, as well as in account information, on the bank's website, in the online bank, when the product/ service is ordered and/or provided upon request. Interest is calculated at yearend unless otherwise stated.

Charges for opening, holding, using or closing the account are shown in the bank's price list, as well as in account information, on the bank's website, in the online bank, when the product/service is ordered and/or provided upon request.

The bank shall not present claims for fees or other charges over and above those agreed with the account holder.

The account holder does not have the right to debit the account for sums in excess of the balance available at the time of the debit.

If the account holder has debited the account for an amount that exceeds the balance available at the time of the debit (overdrawn the account) the account holder shall reimburse the overdrawn amount without delay. If the account is overdrawn, the bank may charge overdraft interest from the time at which the account is overdrawn at the interest rate applicable to overdrawn accounts from time to time, as shown in the price list. If the account holder overdraws the account in good faith, the bank may not however charge overdraft interest or other charges on the overdrawing before the account holder has been given reasonable time within which to repay the overdrawn amount. If a substantial overdrawing of the account persists for more than one month, the bank shall without delay notify the customer in writing of the amount overdrawn, the nominal rate of interest, the agreed conditions governing compensation payable to the bank and other charges arising as a consequence of the overdrawing of the account. The overdrawing of the account is a breach of contract that, depending on the circumstances, may in addition to liability for damages result in the termination of the agreement and criminal liability.

The bank's interest rates, interest margins and other prices may be amended to the detriment of the customer two months after the bank has given the customer written notice of the change, see also the provisions of the clause "*Amendment of the account agreement*" below.

If it has been agreed that the interest rate shall be tied to a reference rate of interest, the interest may be adjusted immediately and without prior notice in accordance with changes in the reference rate of interest. The same will apply in the case of agreed rates of exchange offered by the payment service provider or deriving from a publicly available source (reference rate of exchange). Information on the current rate of interest and rate of exchange can be found on the bank's website, in the online bank or provided upon request.

If it has been agreed that the interest rate will remain fixed for a specific period of time (a fixed term account) during which payment transactions to or from the account cannot be executed, the deposit will – when the period of time in question has expired – be credited with interest in accordance with the rules governing current accounts and with the same right to adjust interest rates, save as otherwise provided for in the agreement.

The costs of using the agreed services may be charged to the account in question. The same applies to any interest on overdrawing and reminder charges that may accrue. If it follows from the bank's price list that by virtue of being a payee the account holder is liable for costs in connection with a payment transfer, the bank may deduct the charges from the transferred sum.

At least once a year the bank shall inform the account holder in writing of the applicable deposit guarantee scheme.

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10. The calculation of interest on the crediting and debiting of accounts (value dating)

In the case of cash payments and other crediting of the account, the bank will credit interest to the account with effect from the business day on which the amount is received by the bank.

In the case of cash withdrawals and other debiting of the account, the bank will calculate interest on the amount up to and including the day prior to the debiting of the account.

11. Information for the account holder about the account

All information concerning the account, for example about movements in the account and notifications of changes in interest rates or costs, monetary and debit limits for payment instruments, etc. will be sent to the account holder's digital bank, or communicated by other lawful means. The information will be made available in the digital bank in such a way that the account holder is able to store and reproduce the information in an unamended form.

If the account holder does not have a digital bank, this information will be sent by ordinary mail to the primary address agreed for the account agreement or to any other primary address on which the bank has obtained reliable information. If there have been movements in the account, information on such movements will be sent out on a monthly basis.

Each year, the bank will send the account holder an annual statement in accordance with the provisions of the Tax Administration Act.

In addition to account information sent to the digital bank, the account holder may ask to be provided with this information on paper. An arrangement may also be made for information about the account to be sent by other means, for example as part of other services, including receipts/confirmation of the use of services, automated telephone services etc.

The bank may specify detailed routines and security procedures for the use of communications. The bank may use electronic notifications where necessary in order to fulfil the bank's obligations, for example text messages or other communications adapted by the bank for notifying the account holder of security events and changes in the contractual relationship that it is essential for the recipient to be informed of. If the bank imposes charges for sending out information on paper or by other means, in addition to sending information to the digital bank, details will be provided in the bank's price list, when the product/service is ordered or provided upon request.

If the bank needs to notify the account holder by registered mail or by standard delivery in the case of an account that is not in use or if the bank finds this expedient for other reasons, the bank may do so without also sending this information to the account holder's digital bank or by any other ordinary means that might be agreed.

If the account holder has a guardian, the bank will forward information concerning the account to the address or addresses agreed between the account holder/guardian and the bank.

12. Checking account information

The transaction information on completed payment transactions must comprise:

- a reference identifying the payment transaction
- relevant information on the payee or payer as well as any additional information that accompanied the transaction
- the amount stated in the currency used in the debiting or crediting of the account, specified in the payment order or made available to the account holder
- any charges or interest payable by the account holder and a specification of these amounts where relevant
- any rate of exchange applied by the bank and the amount of the transfer after currency conversion
- date of debiting or crediting

The account holder should check, without delay, that the information received from the bank on payment transactions matches the account holder's own information or records. In the event of discrepancies, the account holder must notify the bank without undue delay. For further details on the time limit for complaints in the event of non-approved debits, see the clause "*Claims. Reimbursement"* below.

13. Use and blocking of the account for payment transactions

The account may be used for payment transactions within area of application of the account and may be operated using the payment instruments offered by the bank for the account in question and in respect of which the bank and account holder have concluded an agreement. The properties of the account, its area of application and the payment instruments that may be linked to the account will vary depending on the type of account and the products and services offered by the bank.

Except on reasonable grounds, the bank cannot decline applications by the account holder to operate the account using specific payment instruments.

The amount specified in the payment order will be transferred to the account number stated in the order. This will also apply in cases in which the stated account number belongs to some other party than the recipient (person/enterprise) identified by name and address in the payment order.

The bank may block general payment transactions through the account or use of the account with a specific payment instrument if there are objectively justified reasons for doing so relating to security or suspicions that unauthorised or fraudulent use has taken place. The same will apply to accounts and payment instruments on which credit is available if there is a significantly heightened risk that the account holder will be unable to meet his/her payment commitments. The bank may also block use of the account with a specific payment instrument if security weaknesses are found to exist with respect to the payment instrument, or if it is suspected that the service in general may be exposed to attempts at fraud. The bank shall notify the account holder of the blocking of the account and its reasons for doing so. This notification shall be given immediately before the account or payment instrument is blocked, or, if this does not prove possible, immediately after the blocking. If a notification of this nature would jeopardise objectively justified security considerations or contravene laws or regulations adopted pursuant to law, the bank may omit to give notice of this nature. Once the reason for the blocking has ceased to apply, the bank shall rescind the blocking of the payment instrument or replace it.

When the account or the contractual relationship for the individual payment service comes to an end or if required by the bank on other reasonable grounds, the account holder shall, without delay, return, destroy or deactivate cards and other payment instruments and return any unused cheques linked to the account.

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14. The receipt of payment orders

A payment order shall be considered to have been received by the bank at such time as the bank has received all the information required in order to execute the payment. Payment orders not delivered to the bank on a business day shall be considered to have been received on the next following business day. If the bank receives the payment order after 1400 hours, or, where applicable, at some other time specified for the individual payment service agreement, the payment order shall not be considered to have been received until the next following business day.

If a payment order is to be executed on a specific day or at the end of a specified period, or on the day on which the payer has made funds available to the bank, the payment order shall be considered to have been received on the agreed day if this is a business day and otherwise on the next following business day.

The bank will commence processing a payment order on the same day as the payment is considered to have been received. Nevertheless, the bank may refrain from processing the order until the account contains sufficient funds to cover the amount to be transferred with the addition of agreed prices and costs.

Incoming payment orders for execution on a specific date or upon the expiry of a specific period of time will be executed even if in the period between the giving of the order and the execution of the order, circumstances arise that entail that the person in question could not have issued the payment order. This might, for example, apply where the order was given by an attorney and the authorisation to operate the account thereafter ceased to apply, the account holder dies after the order was given etc. Nevertheless, the account holder may cancel or stop the order in accordance with the rules provided in the clause "*Cancellation of payment orders*". After the account ceases, payment orders submitted prior to the date of cessation will not be executed.

Where multiple payment orders are to be executed on the same day, the bank shall not be responsible for the order in which the payments are charged to the account, or, where applicable, for payment orders that are not executed on the grounds of insufficient funds.

The bank remains responsible for the execution of a payment transaction until such time as the recipient's bank has received the transferred amount. In the case of payment transactions initiated by or via the payee, the payee's bank is responsible for transferring the debit order to the payer's bank. In the case of debit transactions initiated via a payment initiation service provider, the payment initiation service provider is responsible for ensuring that the debit order is correctly communicated to the bank.

15. Transfer times for payment transactions

The bank will transfer the amount specified in the payment order to the payee's bank no later than by the end of the business day after the payment order is considered to have been received in accordance with the above rules. In the case of paper-based payment transactions, the transfer time may be extended by one business day.

In the case of payment transactions in Norwegian kroner in Norway, the amount will moreover be credited to the payee's bank on the same business day as the payer's account is debited.

In the case of payment transactions in the same account currency to accounts in the same bank as the account holder's bank, the amount will be credited to the payee's account on the same day as the payment order is considered to have been received in accordance with the rules provided for above.

In the case of payment transactions out of Norway to countries in the European Economic Area (EEA) in currencies other than euro, the amount transferred will be credited to the payee's bank within four business days from the date on which the payment order is considered to have been received. The transfer time may be extended by one business day in the case of paper-based payment transactions.

In the case of payment transactions to countries outside the EEA, the amount will normally be credited to the payee's bank at the end of eight business days from the date on which the payment order is considered to have been received, unless a longer transfer time has been agreed.

In the case of payment transactions where the bank is required to convert currencies between other currencies than Norwegian kroner and euros, the transfer time may be longer than provided for above.

In the case of payment transactions to the account holder, the bank will make the transferred amount available in the account holder's account immediately after the bank's own account has been credited. In the case of transfers in other currencies, the account holder's account will be credited as soon as the foreign exchange conversion has been completed.

16. Giro transfers

The account holder can use standardised giro forms (forms bearing the word GIRO) to transfer amounts in Norwegian kroner to a payee. The transferred amount will be debited from the account holder's account with the bank and transferred to payee's account or paid in cash to payee in the form of a giro payment form (Giro Payment).

The giro form must be completed by the account holder (payer) in accordance with the applicable instructions. Giro forms must be handed in to the bank during opening hours or in other manner in accordance with the bank's routines for delivery and receipt of giro forms.

In the event of an invalid account number or the absence of an account number, a payment referral (Giro Payment) with the amount for transfer will be forwarded to the recipient identified by means of name and address on the giro form.

17. Refusal of payment orders

The bank may not refuse to execute an approved payment order if all the terms and conditions of the account agreement have been fulfilled, except as otherwise provided for in the terms and conditions of the agreement or in or pursuant to statute. This will apply irrespective of whether the payment order was initiated by the payer, including via a payment initiation service provider, by the payee or via the payee.

Grounds for refusal will typically be that the account does not contain sufficient funds for the debited amount, the payment order lacks necessary information or the account agreement or payment instrument with the bank has ceased or has been blocked.

The payer shall be notified of the refusal and, if possible, of the reason for the refusal and of the procedure required in order to remedy the faults that led to the refusal, unless otherwise provided for in or pursuant to statute. Notification shall be given or made available to the payer in the agreed way, immediately, and at the latest within the time limits applicable to the crediting of the payee's account. The bank may claim a charge for such notification as specified in the bank's price list if the refusal is attributable to the circumstances of the payer.

A payment order for wich execution has been refused shall be deemed not to have been received.

If the bank performs a balance check and finds that the account does not contain sufficient funds on the debit date, the bank may, irrespective of the above provisions, attempt to debit the account for up to five subsequent business days (with checks of the availability of funds).

The bank may refuse to execute transactions on reasonable grounds, for example where there is a justified suspicion that the transaction is related to a criminal offence or where this is necessary in order for the bank to comply with its duties pursuant to statute, provisions adopted pursuant to statute, orders issued by a public authority or court of law or a sanctions regime, including the prohibition against the transfer of funds for gambling schemes operating without a licence in Norway. A sanctions regime means any statute, regulation, provision or order concerning commercial, economic or financial sanctions, restrictive measures or blockades issued or enacted by the Norwegian Government, UN, EU, USA or United Kingdom and any other national or supranational authority that the bank deems it necessary to take account of.

18. The cancellation of payment orders

The payer cannot cancel, including amend, a payment order after it has been received by the bank. Nevertheless, in the case of payment orders that are due to be executed on a later date, the payer may cancel the payment order up until the end of the business day before the agreed payment date.

Furthermore, a payment order cannot be cancelled if, at the request of the customer, the bank has or may be considered to have confirmed to the payee that payment will be executed.

Authorisations for individual payment transactions that are to be initiated by or via the payee cannot be cancelled after the account holder has communicated consent to the transaction to the payee or payment initiation service provider. Transactions may nevertheless be cancelled before the end of the business day preceding the agreed debit date.

Cancellations/revocations of cheques are governed by the rules of the Cheques Act.

If the payment order is cancelled, the bank will not be liable for any interest on late payment, collection fees etc. claimed by the payee on the grounds of such cancellation.

The terms and conditions for governing certain types of payment orders may specify that the payer cannot request the cancellation/amendment, or that other rules on cancellation may apply in the case of certain payment services, see the applicable terms and conditions.

Charges may accrue if the customer requests the assistance of the bank in cancelling/amending payment orders outside the applicable time limits.

19. The bank’s responsibility for executing payment orders

As payer, the bank is responsible to the account holder for the correct execution of payment transactions initiated directly by the account holder. If the bank is able to document fulfilment to the account holder showing that the payee’s bank has received the amount by the end of the transfer period, responsibility shifts to the payee’s bank.

If the bank is liable, it shall, without undue delay, transfer the amount of the payment transaction to the account holder and, if necessary, return the account holder’s account to the balance it would have contained had the inadequately executed payment transaction not taken place, hereunder reimbursing any loss of interest and other expenses the account holder may suffer. The liability of the bank also extends to charges and interest payable by the account holder as a consequence of the failure by the bank to perform the payment transaction correctly.

The bank’s liability pursuant to the above paragraph is contingent upon the account holder lodging a claim without undue delay after the account holder became aware of the circumstances, and no later than 13 months after the payment transaction should have been executed. In the event of a complaint by an account holder, the bank shall endeavour without delay to trace the payment transaction and report its findings to the account holder as soon as possible. If the account holder claims that a payment transaction was not executed correctly, it shall be incumbent upon the bank, or the payment initiation service provider where relevant, to prove that the transaction was authenticated, correctly registered and booked and was not the subject of a technical failure or other fault or error.

The bank is not responsible for the execution of a payment transaction if doing so might involve breaching a statute, provisions adopted pursuant to statute, orders issued by a public authority or court of law or a sanctions regime, including the prohibition against the transfer of funds for gaming schemes operating without a licence in Norway.

In executing payment orders into or out of Norway the bank is under no obligation to execute payment transactions if a correspondent banking institution or its nominee is not willing to execute the transaction or if the payee’s bank declines the transaction.

Delays in, or non-performance of the payment transaction after the amount has been transferred correctly to the payee’s bank shall be a matter between the payee and the payee’s bank.

Reference is also made to the rules governing the liability of the bank in sections 3-49, 3-50, 4-28, 4-29 and 4-33 of the Financial Agreements Act.

20. Incorrect crediting of an account or debiting of an insufficient amount. Rectification

If the account is incorrectly credited or as the result of an error is debited by an insufficient amount, and this is due to an error on the part of the bank, another bank or one of the bank's associates, the error may be rectified by debiting or post-debiting the account by the end of the third working day after the credit took place. The bank's right to correct errors does not apply if the crediting of the account has taken place in accordance with an order from a third-party. If such crediting is connected with a criminal offence on the part of the account holder or other party entitled to use the account, the bank may rectify the matter after the expiry of the three-day deadline. In the event of an error of this nature, the bank will notify the account holder without undue delay. Nevertheless, if the error has been rectified in such a way that there is no real possibility that the account holder can have received incorrect information on the balance available in the account, it will be sufficient for the account holder to be informed when account information is provided.

A situation which the bank is not able to rectify by debiting the account according to the above shall not prevent the bank from taking legal action for recovery or post-debiting the account in accordance with general rules.

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21. Incorrect debiting of an account

If the bank has mistakenly debited the account, it shall without undue delay credit the account for the corresponding amount. In the event of error of this nature, the bank shall notify the account holder without undue delay unless the error has been rectified in such a way that there is no real possibility that the account holder can have received incorrect information on the balance available in the account. The bank shall also make good any loss of interest and any other direct loss incurred as a result of the incorrect debiting of the account. In the case of indirect losses, the bank is liable in accordance with the ordinary rules on compensation.

22. Repayment where the exact amount was not approved

The account holder may claim repayment of the full amount, including interest, of a payment transaction initiated by or via the payee if the account holder can prove that:

a) the account holder had not approved the exact amount of the payment transaction, and
b) he amount exceeded what the account holder could reasonably have expected based on past patterns of use, the conditions of the framework agreement, and other circumstances.

This right to repayment will nevertheless not apply if the account holder's consent to the payment transaction was given directly to the bank and the account holder, where relevant, was given notice of the future payment transaction at least four weeks before the due date.

Where applicable, the account holder must present a claim for repayment no later than eight weeks after the debit date. Within ten days after receiving a claim for repayment, the bank must either reimburse the full amount of the payment transaction including interest or reject the claim giving its reasons and providing information on the right to bring the matter before Finansklagenemnda (The Norwegian Financial Services Complaints Board).

23. Obligations relating to the use of payment instruments

The payment instruments are personal and shall not be transferred or in other ways entrusted to or used by anyone other than the person to whom they are issued. The account holder must exercise due care in ensuring that unauthorised third parties do not gain access to the payment instruments and exercise care in storing the mobile telephone, other digital unit or other equipment to which the payment instrument is linked or if third parties are permitted to use the unit in question.

The account holder shall use payment instruments in accordance with the conditions governing their issuance and use. Furthermore, the account holder shall follow the applicable rules and instructions on use, storage, protection of codes and personal security information (for example, BankID), method for reporting losses and unauthorised acquisition/use, etc.

The account holder shall take all reasonable precautionary measures to protect the personal code and/or other security information linked to the payment instrument. The personal codes/security information shall not be disclosed or made available to anyone, including the police, the bank, operators of the account, family members or guardians. Moreover, the codes/security information shall not be used in circumstances in which others might see or familiarise themselves with them. The personal code/security information must be memorised. Should it nevertheless be necessary to write the personal code/security information down, this must be done in such a way that no one other than the account holder is able to understand the contents of the note. The note containing this information must not be stored near the payment instrument or unit, including any mobile telephone, computer, smart watch, digital unit or other equipment to which the payment instrument is linked.

The account holder shall notify the bank or the bank's nominee without accounted delay upon becoming aware of the loss, theft or unauthorised use or acquisition of the payment instrument, unauthorised access to the account or that the personal code or other personal security information has become known to unauthorised third parties. The same applies to the personal code/security information, mobile telephone, computer, smart watch, digital unit or other equipment linked to the payment instrument. The account holder shall utilise the reporting options made available by the bank and in other respects assist in ensuring that the payment instruments or account is blocked at the earliest possible time.

Once the notification has been received, the bank shall immediately prevent any further use of the payment instrument. The bank shall provide the customer with confirmation of the receipt and time of receipt of the notification and shall ensure that for a period of 18 months from the date of notification the account holder is able to document the giving of such notification. No charge will be payable for notifications of this nature.

The account holder shall notify the bank without unaccounted delay if the payment instrument or mobile telephone, other digital unit or other equipment to which the payment instrument is linked is recovered.

24. Errors on the account holder's part in the execution of payment orders

If the bank has executed a payment transaction to the account number stated by the account holder in the payment order, it shall be considered to have been correctly executed by the bank to the correct payee. The same applies where the bank has initiated a payment order via a payment initiation service provider. This will apply even if, as well as the account number, the customer has provided additional information. The account holder shall follow the bank's instructions on exercising due care and conducting his/her own checks and follow any warnings the bank may give about breaches of security, errors or other matters.
The bank is not liable for errors on the part of the account holder when the payment order was issued, for example the incorrect specification of the payee account, mistakes in the KID number (customer ID number) or the like. Moreover, the bank will not be responsible if the account holder deliberately overlooked a specific warning arrangement established with the aim of averting such incorrect usage. The same applies in the case of losses caused by deliberately or grossly negligent incorrect use on the part of the account holder.

Even if the bank is not liable for the failure to correctly perform a payment transaction, the bank shall nevertheless take reasonable steps to secure the return of the funds. The bank may claim a charge from the account holder for such assistance.

If it does not prove possible to secure the return of the amount the bank shall, if requested to do so in writing by the customer, supply the customer with all the information of relevance in recovering the amount to which the bank has access.

25. Liability in the event of non-approved payment transactions, etc.

The bank is liable for losses attributable to a non-approved payment transaction except as otherwise provided for below. A payment transaction will be considered to have been approved only if the payer has consented to the transaction (either before or after the execution of the transaction) in the manner agreed between the account holder and the bank. This will also apply if consent to the payment transaction is given via the payee or a payment initiation service provider.

The account holder will be liable for a charge of up to NOK 450 in the case of losses on non-approved payment transactions enabled by the

loss, theft or unlawful acquisition of a payment instrument. Nevertheless, the account holder will not be liable for this charge if the account holder could not have discovered the loss, theft or unlawful acquisition in advance and has not acted fraudulently.

The account holder is liable for the full amount of any loss on a non-approved payment transaction if the loss is due to the grossly negligent failure by the account holder to fulfil one or more of his/her obligations as provided for in the clause "*Obligations relating to the use of payment instruments"* above. If the payment transaction was executed with the aid of an electronic payment instrument, the customer will nevertheless be liable for only up to NOK 12,000.

If the loss was due to the deliberate breach by the account holder of one or more of the account holder's obligations as provided for in the clause "*Obligations relating to the use of payment instruments*" above, and if the account holder must have understood that the breach could involve a real risk that the payment instrument might be misused, the account holder must bear the entire loss.

The account holder is not liable for losses resulting from the use of the lost, stolen or unlawfully acquired payment instrument after the account! holder has notified the bank in accordance with the clause "*Obligations relating to the use of payment instruments"* above. Nor is the customer liable for losses if the bank has failed to ensure that the account holder can proceed with such notification, has not required strong customer authentication, or if the account holder could not have discovered the loss, theft or unlawful acquisition in advance.

If the account holder acted fraudulently, he/she will nevertheless be liable for the entire loss.

If the account holder denies having approved a payment transaction, the use of the payment instrument shall not of itself be regarded as sufficient evidence that the account holder consented to the transaction, or that the account holder has acted fraudulently or failed intentionally or with gross negligence to fulfil one or more of the obligations provided for in this agreement. It is up to the bank or, where relevant, the payment initiation service provider, to prove that the transaction was authenticated, correctly registered and booked and that the system was not struck by technical failure or other faults. The bank, or where relevant the payment initiation service provider, shall present documentation proving the occurrence of fraudulent actions, intent or gross negligence on the part of the customer.

The liability of the account holder in accordance with this clause may be reduced in accordance with the rules provided for in Section 4-31 of the Financial Agreements Act.

26. Claims. Reimbursement

If the account holder denies having approved a payment transaction, the bank or, where relevant, the payment initiation service provider, shall document that the transaction was authenticated, correctly registered and recorded and was not the subject of technical failure or other faults.

If the account holder denies liability for a non-approved payment transaction in accordance with the above liability rules, the bank shall without delay and no later than by the end of the next following business day, return the amount and compensate loss of interest from the debit date, provided that the account holder submits a claim for reimbursement without unaccounted delay after the account holder became aware of the situation and no later than 13 months after the debit date. The reimbursement obligation will not apply if the account holder has acknowledged liability for the debit in writing or if the bank, having reasonable grounds for suspecting fraud brings legal action or brings the matter before Finansklagenemnda (The Norwegian Financial Services Complaints Board) within four weeks of receiving a written objection from the account holder. If the matter is dismissed by Finansklagenemnda or a court, a new time limit of four weeks will apply, calculated from the date on which the bank was notified of the dismissal.

If the account holder suspects that they may have been the subject of a criminal offence in connection with the debit, the account holder should report the matter to the police in order to secure evidence relating to the circumstances and to limit losses.

In all and any loss situation, the account holder shall provide the bank with a written account of the circumstances.

If following a reimbursement, a final and unappealable decision determines that the account holder was in fact liable for the debit, or the account holder admits liability for the debit, the bank may remedy the situation by re-debiting the account.

27. Setting off

The bank may not set off amounts deposited on an account or funds that the bank has at its disposal in order to execute payment orders, except in the case of overdue claims originating from matters pertaining to the account. The bank may also set off against the balance of account in respect of claims arising as the result of a criminal offence that the account holder perpetrated or aided and abetted in, unless the claim was acquired from a third party. The bank may exercise a right of retention (block the account) on the same conditions that apply to setting off.

The provision above shall not prevent the rectification of incorrect crediting or in other circumstances the establishment of voluntary or forced security interest in respect of the deposit in accordance with the applicable rules of law.

28. Temporary suspension of the bank's obligations (force majeure)

The bank's obligations under this agreement – including the duty of disbursement and debiting – will be suspended temporarily in the event of extraordinary circumstances outside the control of the bank that the bank could not reasonably have foreseen or avoided the consequences of. The same applies to circumstances caused by duties imposed on the bank in or pursuant to statute.

Extraordinary circumstances include, but are not confined to, faults or failures in the electricity supply, computer or communication systems or other means of electronic communication, interventions by public authorities, natural disasters, acts of war, terrorism, sabotage, vandalism (including computer viruses and hacking), strike, blockade, boycott, lockout, and/or national or international sanctions.

29. Unused accounts. Time-bar

If more than 24 months have passed since the last transaction, not including the crediting/debiting of interest, the bank shall send a notification concerning the account by registered mail to the last known address of the account holder or the heirs, or secure confirmation by other means from the said person(s)that the notification has been received. This notification shall state that the bank has the right to terminate the account, when the limitation period pursuant to the Limitation Act commences, when it will expire and what is required for the limitation period to be interrupted.

Necessary costs incurred in locating the account holder or the account holder's heirs may be charged to the account. If the account balance is lower than the cost of sending the notification by registered mail, the bank may instead send the notification to the account holder by ordinary post.

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30. Amendments to the account agreement

If the parties so agree, the account agreement may be amended. As a general rule, such amendments shall proceed in the same way as the conclusion of a new agreement but are binding without the signature of the account holder.

The account holder will be considered to have given passive consent to the amendment if the bank is not notified to the contrary in writing within the proposed date of implementation of the new conditions.

Amendment of the account agreement to the detriment of the account holder may take effect at the earliest two months after the bank sends written notice of the amendment to the customer. Amendments that are not to the detriment of the account holder may take immediate effect.

The account holder shall be notified of proposed amendments to the account agreement. In this notification the bank shall provide information:

a) on the proposed amendment
b) that in order to avoid being bound by the new conditions by passive consent, the account holder must notify the bank to the contrary in writing within the proposed date of implementation
c) that the account holder has the right to terminate the agreement with immediate effect and without cost
d) whether the notification also applies to termination if the account holder does not accept the amendment
e) reasons, if the notification concerns the agreement's provisions on interest, charges and other costs.

See the clause "*Interest and the calculation of interest. Cost associated with opening, operating or discontinuing the account"* for information on changes in interest rates, charges and other costs above.

31. Termination and cancellation of the agreement by the account holder

The account holder may, at any time, terminate the account agreement, or if applicable, individual payment services linked to an account, except as otherwise specifically agreed in relation to the individual account or payment service. Upon termination of the account the account balance with the addition of accrued interest and a proportionate share of any prepaid fees will normally be paid out to the account holder, less any agreed amounts payable for winding up the account. In the case of withdrawals of large sums, the branch may nevertheless require notice in advance in order to safeguard its own cash holdings, or for reasons of security. In the event of the account holder's termination less than six months after the account agreement or the individual account or payment service has entered into force, a termination charge may apply.

The account holder may cancel the agreement if the bank is in material breach of the terms of the account agreement. A demand for cancellation must be submitted within a reasonable period after the account holder became aware of or should have become aware of the reason for cancellation.

In the event of termination by the account holder following notice by the bank of changes in the account agreement to the detriment of the customer, or cancellation by the account holder, the account holder shall normally receive payment of the account balance with the addition of accrued interest and without deduction of any agreed charges. If so, the account holder will normally also be repaid a proportionate share of any prepaid fees.

32. Termination of the agreement by the bank

The bank may, subject to at least two months' notice, terminate the agreement in writing if there are reasonable grounds for doing so and no fixed period has been agreed for the deposit. In the case of termination by the bank, in this way, the account holder shall normally be paid the account balance with the addition of accrued interest, repaid a proportionate share of any prepaid fees, and without deduction of any agreed charge for the closing of the account.

In all cases, the following shall count as reasonable grounds:

a) more than 24 months have passed since the last transaction, not including the crediting of interest
b) the account holder has intentionally used the account for unlawful purposes, see also the clause "*Cancellation of the agreement by the bank"* below.
c) the account holder has provided incorrect information in order to open an account or obtain services where the correct information would have resulted in a refusal by the bank
d) the account holder is no longer lawfully resident in the EEA
e) the account holder does not accept the bank's proposals for amendments to the agreement, and that in light of the proposed conditions termination of the agreement is reasonable.

In the case of reasonable grounds in accordance with b) and c), the bank may terminate the agreement with immediate effect. Circumstances that constitute reasonable grounds for termination may, depending on the circumstances, also constitute grounds for blocking, cancellation and/ or discontinuation, see the other clauses of the account agreement. Blocking may be applied without regard to the time limit applicable to application in the case of termination and /or time limit for rectification in the case of cancellation.

A corresponding right of termination applies to agreements on special services linked to an account.

33. Cancellation of the agreement by the bank

The bank may cancel the agreement in the event of material breach of contract on the part of the account holder.

The following shall in all and any circumstances be considered to constitute material breach of contract:

a) where the bank has stated clearly to the account holder that the submission of information or necessary documentation is a precondition for determining whether the account holder should be offered an agreement on the stated terms and conditions and it is subsequently established that the account holder deliberately withheld or falsified information or necessary documentation
b) the account holder is the subject of bankruptcy proceedings or debt negotiations pursuant to the provisions of the Bankruptcy Act
c) the account holder has acted in a manner that is clearly inconsistent with the principles of honesty and good faith, in which case other service providers in the same group of companies as the bank may also cancel their agreements with the account holder if reasonable grounds so indicate.

The bank shall notify the account holder in writing of the cancellation of the agreement. The grounds for and effects of cancellation shall be stated, and the account holder shall be given a time limit of two weeks within which to remedy the matter if the matter can be remedied. This time limit will under no circumstances apply if the account holder has withheld or falsified information or acted in a manner that is inconsistent with the principles of honesty and good faith. Matters that constitute grounds for cancellation may, depending on the circumstances, also constitute grounds for the blocking, termination or discontinuation of the account. Blocking may be applied without regard to the time limit applicable to application in the case of termination and /or time limit for rectification in the case of cancellation.

The bank may cancel the agreement forthwith with immediate effect if it has a justified suspicion that the account holder is using the account or the services of the bank in a manner or for a purpose that is illegal for the account holder or the bank, including use of the account in the perpetration of a criminal offence. The same shall apply if it comes to the attention of the bank that the account holder or a third party for which the account holder is responsible has permitted others to use the account in such a manner, or if the bank has justified grounds for suspecting that this is the case.

A corresponding right of termination applies to agreements on special services linked to the account.

34. Discontinuation

Notwithstanding other rules regulating termination and cancellation that may apply, the bank may block and/or discontinue the account agreement if necessary to enable the bank to fulfil obligations provided for in or pursuant to statutes, orders issued by a public authority or court of law, or a sanctions regime, see the clause "*The bank's responsibility for executing payment orders*" above.

If the account holder fails to furnish the bank with satisfactory information, see the clause "*Opening an account etc. - proof of identity"* above, or if in the assessment of the bank, customer due diligence cannot be performed, the bank may discontinue, and block, the account agreement with immediate effect.

A corresponding right to block and/or discontinue applies to agreements on special services linked to the account.

The bank shall notify the account holder in writing. Where possible, this notification shall be given before the blocking/discontinuation takes effect. If the bank is prevented by practical or legal circumstances from notifying the account holder in this way, the bank shall notify the account holder as soon circumstances permit, unless by this time such notification is unnecessary.

The bank shall provide the account holder with its reasons unless statutes or provisions adopted pursuant to statute or orders issued by a public authority or court of law prevents it from doing so.

Upon the death of the account holder, the bank has the right to block the account and payment services and discharge the account agreement.

35. Complaints – Disputes – The Norwegian Financial Services Complaints Board (Finansklagenemnda)

Should the customer need to file a complaint, the bank can be contacted via the website or by e-mail. Further information on claims and complaints and the bank's procedures for handling complaints can be found on the bank's website.

Complaints concerning services supplied by third parties must be directed to the third party concerned.

In the case of disputes between the account holder and the Bank, the account holder may bring the case before the Norwegian Financial Services Complaints Board (Finansklagenemnda), if the Board is competent to decide the dispute in question and the account holder has reasonable grounds for obtaining the opinion of the Board. The bank may bring disputes concerning unlawful charging of the account or payment instruments before the Board.

Enquiries to the Norwegian Financial Services Complaints Board (Finansklagenemnda) should be addressed to Finansklagenemnda, P.O. Box 53 Skøyen, 0212 Oslo, Norway, tel. +47 23 13 19 60. For further information and complaint forms, see www.finkn.no.

36. On the bank's business, permits and regulatory authority

The primary activity of the bank is banking and financing and it holds a licence from the Ministry of Finance under the Financial Institutions Act. The bank is subject to the supervision of Finanstilsynet (The Financial Supervisory Authority of Norway) and is inter alia registered in the Register of Business Enterprises. The bank's organisation number is shown on the bank's agreements and on the bank's website. The bank is not liable for Value Added Tax on its bank account and payment service activities.

The Consumer Authority and the Market Council monitor the bank's compliance with provisions adopted in or pursuant to statute.

The business of the bank of taking deposits, managing accounts and providing payment services is regulated in legislation that includes the Financial Institutions Act, the Payment Systems Act and the Financial Agreements Act. These acts are available in Norwegian in electronic form at www.lovdata.no.

37. Guaranteed security of deposits

Under the Act 10 April 2015 No. 17 on financial institutions and financial groups (Financial Institutions Act), are all banks headquartered in Norway mandatory members of the deposit guarantee scheme which is administered by Norwegian Banks' Guarantee Fund. Banks headquartered in other countries may elect to become members of the Banks' Guarantee Fund in the same way as Norwegian banks.

Under this legislation, deposits in the affiliated banks are guaranteed by the deposit guarantee scheme for an amount not exceeding NOK 2 million for each individual depositor. The maximum amount of NOK 2 million applies even if the depositor has more than one account in the bank. In some cases, the depositor may be covered for more than NOK 2 million. This applies to deposits that have been made available to the depositor the last 12 months, and that result from the purchase and sale of a private home or holiday home, or that result from specific life events, such as marriage, breakup, termination of employment, disability, death, insurance payout or compensation. In such cases, the deposit is covered by an unlimited amount.

The bank may make deductions for claims as mentioned in the clause "*Setting off*".

The guarantee becomes effective should the bank in question be unable to meet its obligations.

38. Information for consumer customers about payment accounts

Account holders who are consumers receive annual information from the bank on accrued fees and interest rates in connection with payment accounts, as well as interest rate terms and prices relating to alternative accounts offered by the bank. Information on the bank's offerings and prices can also be found on the bank's website.

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39. Switching a payment account to a new bank for consumer customers

If the account holder wishes to open a bank account with a new bank the account holder must contact the new bank and authorise this bank to execute the switch. This authorisation may be restricted to individual payment deposits, standing payment orders and direct debit mandates. E-invoices will be available in the new bank as soon as the account in the new bank has been opened. The account holder must inform the new bank of the date from which standing orders and direct debits must commence. This date cannot be earlier than six business days after the new bank has received the required information about the account holder and has confirmed that the account has been opened. An overview of standing orders and direct debits, executed up to 13 months previously, may be sent to the new bank. If so, this overview shall be sent from the account holder's current bank no later than five business days after the current bank receives the instructions issued by the account holder.

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