

## LEGAL ATTACHMENT

**Nordea has resolved to move the parent company of the Nordea Group, Nordea Bank AB (publ) to Finland. These changes do not require any action from you as a customer and will not affect your banking relations with Nordea.**

**In this attachment you will find information about some of the consequences of this move, for example information about the new name of the bank, supervisory authorities, deposit guarantee and investor compensation schemes. You will also find information about some changes in the bank's General terms for deposits and payment services.**

The move will be done by merging Nordea Bank AB (publ) into its newly established Finnish subsidiary Nordea Holding Abp (to be renamed to Nordea Bank Abp). All rights and obligations of Nordea Bank AB (publ) will be assumed by Nordea Bank Abp. Following the merger, Nordea Bank Abp will become the creditor or service provider for services and agreements in which the creditor or provider of other services was Nordea Bank AB (publ) prior to the registration of the merger. The intention is that the merger will be executed on 1 October 2018 subject to receipt of necessary authority approvals.

### Service provider and contact information

Nordea Bank Abp, filial i Norge, registration no 920058817  
Essendropsgate 7, Postboks 1166 Sentrum, 0107 Oslo

Contact Centre:

Personal customers Telephone: +47 23206001  
Corporate customers Telephone: +47 23206002

### Supervisory authorities

European Central Bank (ECB)  
Sonnenmannstrasse 22, 60314 Frankfurt am Main,  
Germany  
Telephone: +49 69 13440  
[www.ecb.europa.eu](http://www.ecb.europa.eu)

Financial Supervisory Authority  
Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki,  
Finland  
Telephone: +358 (0)9 183 51  
[www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)

Finanstilsynet  
Postboks 1187 Sentrum  
0107 Oslo  
Telephone: +47 22939800  
[www.finanstilsynet.no](http://www.finanstilsynet.no)

The operations of Nordea Bank Abp, filial i Norge are also further supervised by the Norwegian Consumer Agency and other authorities within the bounds of their jurisdiction.

### Deposit guarantee

After the merger, deposits will be covered mainly by the Finnish deposit guarantee scheme. The scheme will cover deposits by an amount equivalent of up to EUR 100,000 and, in addition, the deposit is covered in full if it results from the sale of a residence for own use and if the deposit is intended to be used for buying a new residence for own use. Such coverage is valid for six months from the day the funds were deposited on the account.

Deposits in the Norwegian branch exceeding EUR 100,000 (and not covered by the extra coverage mentioned above) are covered by the Norwegian deposit guarantee up to NOK 2 million per depositor, cf. the Norwegian Financial

Undertakings Act of 10 April 2015, no.17, chapter 19. The maximum amount of NOK 2 million per depositor applies even if the depositor has several accounts in the branch. Deductions will be made in the compensation for deposits in the branch covered by the Norwegian deposit guarantee scheme for any depositor debt to the branch if the debt is due for payment, and the branch is legally entitled to set off the amount pursuant to the general rules of law.

The coverage is paid-out if a bank is permanently insolvent and the Finnish Financial Stability Authority in cooperation with the Finnish Financial Supervisory Authority and the Bank of Finland decides that the bank's deposits shall be compensated by the deposit guarantee fund

### Customers having accounts in Nordea in other countries

The maximum coverage under the Finnish deposit guarantee scheme is calculated aggregated for deposits in Nordea Bank Abp and all its branches as all deposits in the same bank should be aggregated. Deposits are covered per depositor per bank. The combined coverage is initially an amount of maximum 100.000 euro supplemented by any specific rules regarding coverage in the individual countries. Information about Nordea Bank Abp's branches in other countries can be found at [www.nordea.com](http://www.nordea.com).

### Possibility to transfer/withdraw free of charge

Until three months after you have received this information, you have the right as a depositor to free of charge or penalty from the bank, withdraw or transfer, for example to another bank, the share of your deposits, including accrued interest, that exceeds the maximum coverage levels as a result of the merger.

### Investors' Compensation Fund

Nordea Bank Abp will be a member of the Investors' Compensation Fund of Finland (ICF). ICF covers the customer's financial assets and instruments held with Nordea Bank Abp in case Nordea Bank Abp cannot fulfil its obligations to compensate investors' assets due to Nordea Bank Abp's permanent payment difficulties. ICF pays a maximum compensation of EUR 20,000 to non-professional investors.

The compensation does not apply to losses arising from securities price changes. Such losses are always the customer's responsibility. ICF does not cover mutual fund activities and investment-linked insurances or deposits.

In case the customer receives compensation from the Deposit guarantee scheme the customer is not entitled to compensation from ICF for those assets.

Nordea Bank Abp will also join the Norwegian investor compensation scheme to supplement the Finnish coverage. In this way you will in any case be covered by an amount of up to NOK 200,000 and the coverage of professional investor will continue to apply.

Note that the change in coverage becomes effective when the merger takes effect.

#### **Processing of personal data**

Nordea processes personal data in connection to its operations. As a consequence of the merger, Nordea Bank Abp is to be regarded as the data controller. Nordea's privacy policy can be found [www.nordea.no](http://www.nordea.no)

#### **Framework agreement for deposits**

The bank's General terms for deposits and payment services will be amended with effect as of the date of the move.

#### **The clause about the bank's business, licenses and supervisory authority will have the following wording:**

*The Bank's main activity is banking and financial operations licensed to operate in Norway. The Bank is under supervision by The European Central Bank (ECB), the Finnish Financial Supervisory Authority and for certain parts of the Norwegian branch's activity, by Finanstilsynet in Norway (the Financial Supervisory Authority of Norway). The bank is registered with, inter alia, the Norwegian Register of Business Enterprises. The bank's organisation number is stated in the bank's agreements and on the bank's home pages. The bank is not liable to pay value added tax on account maintenance and payment services.*

*The bank's operations related to the receipt of deposits, account maintenance and payment services in Norway are inter alia regulated by the Norwegian Financial Undertakings Act, Payment Systems Act, and Financial Contracts Act. These acts are available electronically at [www.lovdata.no](http://www.lovdata.no)*

#### **The clause about deposit guarantee will have the following wording:**

*Bank deposits up to EUR 100,000 are covered by the Finnish deposit guarantee scheme. In addition, the deposit is covered in full if it results from the sale of a residence for own use and if the deposit is intended to be used for buying a new residence for own use. Such coverage is valid for six months from the day the funds were deposited on the account. Deposits exceeding EUR 100,000 in the Norwegian branch and not covered by the extra coverage mentioned above, are covered by the Norwegian deposit guarantee up to NOK 2 million per depositor, cf. the Financial Undertakings Act of 10 April 2015 no. 17, chapter 19. The aggregate deposit of NOK 2 million per depositor applies no matter how many accounts the depositor has in the Norwegian branch. Any debt the depositor might have to the Norwegian branch will be deducted if the debt is due for payment and the Norwegian branch has the right to set off according to the general rules of law. The coverage is paid-out if a bank is permanently insolvent and the Finnish Financial Stability Authority in cooperation with the Finnish Financial Supervisory Authority and the Bank of Finland decides that the bank's deposits shall be compensated by the deposit guarantee fund.*

The account holder is deemed to have accepted the changes to the General terms for deposits and payment services unless the account holder terminates his/her customer relationships in writing by the effective date 1 October 2018. In the event of such termination, the account holder is entitled to disbursement of the funds in the account with accrued interest. Such terminations can be effectuated free of charge for personal customers.